

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NUMBER IQC10110009081		PAGE 1 OF 51	
2. CONTRACT NO. SPM300-13-D-3655		3. AWARD/EFFECTIVE DATE 2/12/13		4. ORDER NUMBER		5. SOLICITATION NUMBER SPM300-10-R-0047	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Michael D'Elia		b. TELEPHONE NUMBER (No 001/201 03Ks) 215-737-0885		6. SOLICITATION ISSUE DATE 10/27/2010	
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVE ATTN: FTAB/BLDG 6 PHILADELPHIA, PA 19111-5098				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:		8. OFFER DUE DATE/ LOCAL TIME 08/10/2012 2:00PM Local	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE				12. DISCOUNT TERMS N/A		13. RATING 100	
16. DELIVER TO SEE SCHEDULE				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR Labatt Food Service 4500 Industry Park Drive San Antonio, TX 78218-5405 TELEPHONE NO. (210) 661-4216				18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS/CO-SEPS P.O. BOX 182317 COLUMBUS, OH 43218-6260		16. ADMINISTERED BY SAME AS BLOCK 9	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	SUBSISTENCE PRIME VENDOR SUPPORT FOR VARIOUS CUSTOMERS IN TEXAS AND NEW MEXICO REGIONS 14 MONTH BASE PERIOD (2 month implementation period and 12 month performance period) Maximum dollar value is 150% or \$34,500,000.00 (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 97X4930 5CBX 001 2620 S33189				26. TOTAL AWARD AMOUNT (For Govt. Use Only) 11,500,000			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDUM <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDUM <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. SPM30010R0047 OFFER DATED 11/08/2012. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) BLAIR LABATT, PRES		30c. DATE SIGNED 2/12/13		31b. NAME OF CONTRACTING OFFICER (Type or print) Debbie Holman		31c. DATE SIGNED 2/12/13	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.212

Contract SPM300-13-D-3655
Subsistence Prime Vendor for Texas & New Mexico

SECTION A – SOLICITATION/CONTRACT FORM

The following amendments issued under Solicitation SPM300-10-R-0047 are hereby incorporated as part of this contract:

Amendment 0001 through Amendment 0029

The following documents from the vendor's offer are hereby incorporated into this contract:

- The Non-Price Proposal and Price Proposal dated 08 February 2011. All elements of the Non-Price and Price Proposals which exceeded the government's requirements are hereby incorporated into this contract.
- Small, Small Disadvantaged, Small Disadvantaged Veteran-Owned, Veteran Owned, Service-Disable Veteran Owned, Women Owned, and Hub Zone Small Business Subcontracting Plan
- Proposal Revisions dated January 2012 – November 2012
- Final Proposal Revisions dated 08 November 2012

SECTION B – SUPPLIES/SERVICE AND PRICE

ITEMS: This award is for total food and beverage support for garrison foodservice feeding. The Contractor shall provide full-line food service items, such as, but not limited to, canned items, dry items, chill items, UHT dairy items, frozen bakery products, frozen meats, frozen seafood, frozen poultry, ice cream, eggs and other dairy products. Currently, fresh fruits and vegetables, fresh milk, fresh bread/bakery, and Food Service Operating Supplies (FSOS) do not have stated requirements, but they are within the scope of this contract. Also, distribution prices for these categories have been established (see Attachment 1) and the government reserves the right to add these classes of food and non-food items after award.

FOB TERMS: FOB Destination for all the items.

FILL RATE: The required overall contract purchase order fill rate is **98.5%** for non catch-weight and catch-weight items.

SUBCONTRACTING GOAL: Small Business goal is [REDACTED] for the Base Period and Option Period.

CONTRACT TERM: Contract Term will be for up to two (2) years and two (2) months, consisting of an Implementation Period of up to two (2) months, a one (1) year Base Period, and a one (1) year Option Period.

The effective date of this award is 12 February 2013; however, performance will begin with the placement of the first order on 15 April

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2013 and continue for a period of one year thereafter until 12 April 2014. The first delivery under this contract will take place on 17 April 2013.

CONTRACT TYPE: Indefinite Delivery, Indefinite Quantity Contract – Fixed Price with Economic Price Adjustment (EPA)

This contract contains a guaranteed minimum of 25% of the estimated award dollar value or \$2,875,000.00. The estimated dollar value of the Base Period of the contract is \$11,500,000.00. The maximum ceiling will be 150% of the estimated dollar value of the Contract Term (up to two (2) years and two (2) months) or \$34,500,000.00.

PRICING: Fixed Price with Economic Price Adjustment (EPA)

Pricing will be based on the following formula:

Contract Unit Price = Delivered Price + Distribution Price – Government Rebates and Discounts

All Ordering Catalog prices are subject to adjustment in accordance with the Economic Price Adjustment (EPA) clause of the contract. Only the Delivered Price component of the Contract Unit Price is subject to adjustment under the EPA clause.

All Ordering Catalog prices shall be fixed and remain unchanged through the contract first order week, as offered in Final Proposal Revisions dated 08 November 2012. Price changes under the EPA clause shall be effective in accordance with the provisions of the EPA clause. All Ordering Catalog Contract Unit Prices in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract Unit Price at time of each order regardless of any changes in the Contract Unit Price resulting from application of the EPA clause that occur in any subsequent Ordering Week.

All notices and requests for new item Delivered Prices and price changes shall be submitted weekly, no later than 1:30 PM Eastern Time on Wednesday, to be effective in the following Ordering Week's Ordering Catalog prices. The Contractor shall notify the Contracting Officer of its notice/request in the form of an EDI 832 transaction set.

Labatt Food Service's offered distribution prices for the Base and Option Period are as shown in Attachment 1.

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SECTION C – DISCRIPTIONS / SPECIFICATIONS

Under this contract, all customers are required to electronically submit every order through the Government's Subsistence Total Order and Receipt Electronic System (STORES).

Orders shall be submitted by the customer by 2:00 pm for skip-day deliveries.

Skip-day purchase orders may be revised, i.e. the required quantity for a line-item(s) may be increased, reduced, or cancelled in its entirety (zero amount), by such change made by the customer (by telephone, or receipt-confirmed fax, or email) by 5:00 PM, Contractor local time, the day prior to delivery.

Emergency Orders

For "non skip-day" orders, customers may call customer service for emergencies up until 5:00 PM Contractor local time, the day prior to delivery.

The Contractor shall be responsible for completing no more than two Emergency Orders per customer, per month, without additional charge.

SECTION D – PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The Contractor shall be responsible for abiding to any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.

SECTION E – INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

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SECTION F – PLACE OF PERFORMANCE

The following are designated as the plant locations for the performance of this contract for all contract line items:

PRIMARY WAREHOUSE:

Labatt New Mexico
221 Airport Dr. SW
Albuquerque, NM 87121

WAREHOUSE FOR CANNON AFB:

Labatt Lubbock
5824 Elm Avenue
Lubbock, TX 79404

The Contractor shall be required to catalog and supply any item required by customers provided the total order quantity for that product for all contract customers is at a minimum rate of 20 cases per month.

SECTION G – DELIVERY SCHEDULES

Customers authorized to order under this contract are as follows:

CUSTOMERS/ DELIVERY POINTS:

DELIVERIES/ REMARKS

KIRTLAND AFB, NM

1.) Kirtland Dining Facility
1551 1st Street
Bldg. 20350
Kirtland AFB, NM 87117
POC: Mr. Daniel Lynn
(505) 853-0587
Ship to DoDAAC: FT9136

3 Deliveries per week (Monday, Wednesday, & Friday)
between 5:00 AM – 9:00 AM

(loading dock)

2.) Gibson Child Development Center
2000 Wyoming SE
Bldg. 20160
Kirtland AFB, NM 87117
POC: Sherry Lyke
(505) 846-1103
Ship to DoDAAC: FT9511

1 Delivery per week (Wednesday)
between 7:30 AM – 2:30 PM

3.) Maxwell Child Development Center
1450 Maxwell Avenue
Bldg. 1914
Kirtland AFB, NM 87117
POC: Judy Perez
(505) 853-5521/ 3945

3 Deliveries per week (Monday, Wednesday, & Friday)
between 6:00 AM – 1:00 PM

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Ship to DoDAAC: FT9512

4.) Boys & Girls Club
8001 G Avenue
Bldg. 20234
Kirtland AFB, NM 87117
POC: Juana Scribner
(505) 846-2042/ 4092
Ship to DoDAAC: FT9513

3 Deliveries per week (Monday, Wednesday, & Friday)
between 6:30 AM – 10:30 AM

5.) The Air National Guard
150 FW SVF NMANG
Bldg. 1046
2251 Air Guard Road, SE
Kirtland AFB, NM 87117-5875
POC: SMSgt. Keith Gum
(505) 846-8972
Ship to DoDAAC: FT6311

3 Deliveries per week (Monday, Wednesday, & Friday)
between 7:30 AM – 2:30 PM

CANNON AFB, NM

1.) Pecos Trail Dining Facility
203 North D.L. Ingram Blvd
Bldg. 1225
Cannon AFB, NM 88103 (New facility – loading dock ready 01 May 2010)
POC: TSgt. Christopher Durand / TSgt. Daniel Funchess
(575) 784-2420
Ship to DoDAAC: FT9140

3 Deliveries per week (Monday, Wednesday, & Friday)
between 6:00 AM – 9:00 AM

2.) Cannon Child Development Center
(CDC #1)
1435 D. L. Ingram Blvd.
Bldg. 335
Cannon AFB, NM 88103
POC: Denise Vanderwarker
(505) 784-7650
Ship to DoDAAC: FT9483

3 Deliveries per week (Monday, Wednesday, & Friday)
between 7:30 AM – 10:30 AM

3.) Child Development Center
#2 Chavez
101 James Boatwright
Bldg. 7019 (Behind the Fire Station)
Cannon AFB, NM 88103
POC: Denise Vanderwarker
(505) 784-7650
Ship to DoDAAC: FT9484

3 Deliveries per week (Monday, Wednesday, & Friday)
between 7:30 AM – 10:30 AM

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4.) Boys & Girls Club
101 Olympic Blvd
Bldg. 20234
Cannon AFB, NM 88103
POC: Jan Mills
(505) 784-2747
Ship to DoDAAC: FT9571

3 Deliveries per week (Monday, Wednesday, & Friday)
between 7:00 AM – 9:00 AM

HOLLOMAN AFB, NM

1.) 49 FSS/FSVF
Shifting Sands Dining Facility
660 Idaho Avenue
Bldg. 274 (loading dock)
Holloman AFB, NM 88330
POC: Daniel McNett
DSN: 572-0052/5859
Ship to DoDAAC: FT9144

3 Deliveries per week (Monday, Wednesday, & Friday)
between 5:00 AM – 9:00 AM

2.) 355 SVS/SVMF
Holloman AFB School Age Program
226 Patterson Drive
Bldg. 647
Holloman AFB, NM 88330
POC: Irma Gallegos
(505) 572-1136
Ship to DoDAAC: FT9469

3 Deliveries per week (Monday, Wednesday, & Friday)
between 7:00 AM – 10:00 AM

3.) 355 SVS/SVMF
Child Development Center West
541 New Mexico Avenue
Bldg. 2614
Holloman AFB, NM 88330
POC: Lisa Marie
(505) 572-7551
Ship to DoDAAC: FT9468

3 Deliveries per week (Monday, Wednesday, & Friday)
between 6:30 AM – 9:00 AM

US IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)

1.) US ICE
8915 Montana Street
Bldg.: Kitchen
El Paso, TX 79925 (loading dock)
POC: David Geary
(915) 225-1941 ext. 1997
Ship to DoDAAC: 157451

3 Deliveries per week (Monday, Wednesday, & Friday)
between 5:00 AM – 3:00 PM

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2.) US ICE 1-2 Deliveries twice per month (Monday through Friday)
 1205 Texas Avenue between 5:00 AM – 3:00 PM
 Lubbock, TX 79401
 POC: Alfred Williams
 (915) 225-1941 ext. 1997
 Ship to DoDAAC: 120515
 NOTE: Products for Marfa, TX are delivered to Lubbock, TX facility.

3.) US ICE 1 Delivery per week (Monday, Wednesday, & Friday)
 1720 Randolph, SE between 5:00 AM – 3:00 PM
 Albuquerque, NM 87106
 POC: Alfred Williams
 (915) 225-1941 ext. 1997
 Ship to DoDAAC: 172015

DAVID CARRASCO JOB CORPS CENTER

1.) David Carrasco Job Corps Center 3 Deliveries per week (Monday, Wednesday, & Friday)
 11155 Gateway West between 7:00 AM – 10:00 AM
 Main Building
 El Paso, TX 79935
 POC: Bobby Herrera / Freddie Lopez
 (915) 594-0022 ext. 242
 Ship to DoDAAC: 1674GE
 Inspection: Delivery Point
 Processing Point for Completed Invoices: Delivery Point

MARINES

1.) M14701 Infrequent Deliveries – As Needed
 Marine Forces Reserve Unit Albuq NM
 D CO 4th Recon BN MARFORRES
 400 Wyoming Blvd., NE Box L
 Albuquerque, NM 88103
 POC: Gunnery Sergeant Stephens
 (504) 697-8878
jerwon.stephens@usmc.mil

NOTE: Customer Orders mainly on a quarterly basis.

2.) Marine Reserves, TX Infrequent Deliveries – As Needed
 D BTRY 2 A4 NMCRTC
 4810 Pollard Street
 El Paso, TX 79930
 Ordering DoDAAC: M14701 Ship To DoDAAC: M14352

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U.S. ARMY WHITE SANDS MISSILE RANGE

<p>1.) U.S. Army White Sands Missile Range 21090 Aberdeen Street White Sands Missile Range, NM 88002-5000 Ordering DoDAAC: W903RQ Ship To DoDAAC: 21090D POC: Bruce Balcena (575) 678-1672 Bruce.Balcena@us.army.mil</p>	<p>3 Deliveries per week (Monday, Wednesday, & Friday) between 7:00 AM – 9:00 AM</p>
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FT. BLISS, TX

<p>1.) 0906 Dining Facility 906 Pleasanton Road Bldg. 0906 Ft. Bliss, TX 79916 POC: Betty Diaz (915) 568-5007 Ship to DoDAAC: 0906DF</p>	<p>3 deliveries per week (Monday, Wednesday, & Friday) (Loading dock) 6:00 AM – 11:00 AM & 1:00 PM – 3:00PM</p>
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<p>2.) 2457 Dining Facility 2457 Carrington Road Bldg. 2457 Ft. Bliss, TX 79916 POC: Betty Diaz (915) 568-5007 Ship to DODAAC: 2457DF</p>	<p>3 deliveries per week (Monday, Wednesday, & Friday) (Loading dock) 6:00 AM – 11:00 AM & 1:00 PM – 3:00PM</p>
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<p>3.) Troop Issue Support Activity (TISA) 1109 Aleshire Road Bldg. 1109 Ft. Bliss, TX POC: Betty Diaz (915) 568-5007 Ship to DODAAC: W45C08</p>	<p>3 deliveries per week (Monday, Wednesday, & Friday) 6:00 AM – 11:00 AM & 1:00 PM – 3:00PM</p>
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<p>4.) 9510 McGregor Range 9510 Hercules St McGregor Range Ft. Bliss, TX 79916 Ship to DODAAC: 9510DF</p>	<p>3 deliveries per week (Monday, Wednesday, & Friday) 6:00 AM – 11:00 AM & 1:00 PM – 3:00PM</p>
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<p>5.) 8153 Dona Ana Dona Ana Base Camp Ft. Bliss, TX 79916 Ship to DODAAC: 8153DF</p>	<p>3 deliveries per week (Monday, Wednesday, & Friday) 6:00 AM – 11:00 AM & 1:00 PM – 3:00PM</p>
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| 6.) Culinary Arts MRCS
1002 Chaffee Rd
Ft. Bliss, TX 79916
Ship to DODAAC: 1002DF | 3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM |
| 7.) Culinary Arts MRCS
1006 Chaffee Rd
Ft. Bliss, TX 79916
Ship to DODAAC: 1006DF | 3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM |
| 8.) Biggs 20326 – Highlander Inn
G Street, Unit 1-1
Ft. Bliss, TX 79916
Ship to DODAAC: 20326D | 3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM |
| 9.) 647th Area Support Group
493 A St, Bldg 11142
Ft. Bliss, TX 79916
Ship to DODAAC: A493DF | 3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM |
| 10.) Biggs 20226 – Westbrook DFFWES
G Street (@ McGregor Range)
Ft. Bliss, TX 79916
Ship to DODAAC: 20226D | 3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM |
| 11.) Biggs Field
Building 11316D
Sims Road
Ft. Bliss, TX 79916
DoDAAC: 11316D | 3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM |
| 12.) 647th Area Support Group
Ft. Bliss, TX 79916
DoDAAC: 11142D | 3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM |
| 13.) East Biggs Field
Ft. Bliss, TX 79916
DoDAAC: 20626D | 3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM |
| 14.) FWESDF MCGREGOR RANGE
Ft. Bliss, TX 79916
DoDAAC: FWESDF | 3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM |
| 15.) 9TH BN 9TTH DIV.
Ft. Bliss, TX 79916
DoDAAC: 9BN95D | 3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM |

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16.) 3/1 CAV Bulldog Inn
21214 Bayonet Avenue
East Biggs Field
Ft. Bliss, TX 79916
Ship to DoDAAC: 21214D

3 deliveries per week (Monday, Wednesday, & Friday)
6:00 AM – 11:00 AM & 1:00 PM – 3:00PM

SECTION H – CONTRACT ADMINISTRATION DATA

Administration of the contract will be performed by the Defense Logistics Agency (DLA) Troop Support.

The Defense Contract Management Agency (DCMA) will administer Labatt Food Service's Subcontracting Program. The Small Business and Small Disadvantaged Business Subcontracting Plan submitted by Labatt Food Service is incorporated into this contract. The DCMA is assigned all administrative duties associated with the Small Business and Small Disadvantaged Subcontracting Plan as provided under Clause 52.219-9 "Small Disadvantaged and Women Owned Small Business Subcontracting Plan".

SECTION I – INVOICING

Although invoices must be submitted electronically, the following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

DFAS COLUMBUS CENTER
DFAS/CO-SEPS
P.O. BOX 182317
COLUMBUS, OH 43218-6260

Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

1. Contract Number, Call or Delivery Order Number, and Purchase Order Number;
2. DoDAAC;
3. Contract line listed in numeric sequence (also referred to as CLIN order);
4. Item nomenclature;
5. LSN or NSN;
6. Quantity purchased per item in DLA Troop Support's unit of issue;
7. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

SECTION J – MANDATORY FOOD PRODUCTS AND DINING PACKETS

- A. The Javits-Wagner-O'Day Act 41 U.S.C. § 46 et seq. is a U.S. federal law requiring that all federal agencies purchase specified supplies and services from nonprofit agencies employing persons who are blind or have other significant disabilities. The Act was passed in 1971. The program was known as the Javits Wagner O'Day Program or

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JWOD. In 2006 the program was renamed "AbilityOne". **Mr. Gus Altieri is the Subsistence Program Manager for the Ability One Program.**

- B. Within DLA Troop Support Subsistence the AbilityOne procurement list is referred to as the Mandatory Procurement List (MPL). Items and associated local stock numbers and prices are provided here. Prices are F.O.B. origin. DLA Troop Support local stock numbers have been assigned for Individual Unit sales of spice items.
- C. Subsistence Prime Vendors are required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same" product characteristics. For CONUS Prime Vendors, if the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension. For OCONUS Prime Vendors, within 30 days of notification by the Contracting Officer the OCONUS Prime Vendor must provide the Contracting Officer of current details of issues (outstanding orders, product in the 'pipeline', etc) delaying the catalog updates and provide the date when the catalogs will be updated. Contracting Officers will notify Program Manager.
- D. Any other commercial equivalent product with "essentially the same" product characteristics cannot be sold to the DLA Troop Support customers under this contract. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as those items on the MPL.

The following criteria should be used in determining if a commercial product is "essentially the same" as an AbilityOne MPL item:

- 1. It has effectively the same form, fit and function.
- 2. The AbilityOne and commercial products may be used for the same purpose.
- 3. The AbilityOne and commercial products are relatively the same size and a change in size will not affect the use or performance.
- 4. The appearance, color, texture, or other characteristic of the AbilityOne product and commercial product are not significantly different from one another.

The only potential exception to this requirement is identified in paragraph E.

- E. If the Prime Vendor is requested to carry items commercially equivalent to MPL items but with unique packaging requirements provided by the supplier but not currently provided by the MPL source, the Prime Vendor must notify the Contracting Officer. **The Contracting Officer will notify the Ability One Program Manager.**
- F. Prime Vendors are required to adhere to the same contractual requirements and best business practices for MPL items as for all other items provided on this contract.
- G. Price and delivery information for MPL items are available directly from the Designated Sources as provided. Payments shall be made directly to the Designated Source.

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- H. Advocacy and Resources Corporation (ARC) d/b/a/ AMP is **CURRENTLY SUSPENDED** from doing business with the Federal Government. The following items and local stock numbers are **NOT** to be on any active/current Prime Vendor contracts. **The Contracting Officer is required to notify the AbilityOne Program Manager if any of these items remain on any active/current Prime Vendor contracts:**

<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS

I. MPL items and prices, Designated Sources, and Points of Contact:

1. Spices and Spice Blends:

Unistel, Continuing Developmental Services
 650 Blossom Road
 Rochester, NY 14610-1811
 P.O.C. Joe Perdicho
 Direct: (585) 341-4712
 Toll free: (800) 864-7835
jperdicho@cdsunistel.org

<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>	<u>(\$ PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	55.82
8950-01-E60-5752	Garlic Powder, 5 LB CO, 3/CS	68.29
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	53.08
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	47.04
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	60.09
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	64.72

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Subsistence Prime Vendor for Texas & New Mexico

8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 11LB CO, 12/CS	122.20
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	151.26
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	139.89
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	69.83
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	78.46
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	58.37
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	63.41
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	72.04
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	69.83
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	78.46
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	67.23
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	75.86
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	73.92
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	82.55
8950-01-E60-9997	Pepper, Black, Ground, Restaurant Grind, 18OZ CO, 6/CS	71.11
8950-01-E60-9996	Pepper, Black, Ground, Restaurant Grind, 5 LB CO, 3/CS	154.11
8950-01-E62-2182	Spice, Basil Leaf, Whole 3/1.62 lb co	42.12
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	22.59
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	23.15
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	52.20
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	44.74
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	57.79
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	27.94
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	27.86
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	28.77
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	31.91
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/51b/CS	24.00
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	42.63
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	40.45
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	41.55
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	23.38
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	41.33
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	22.69
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	24.79
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/51b/CS	45.56
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	26.25
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	37.10
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	38.77
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	38.78
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	69.35
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	38.26
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	27.96
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	30.22
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	30.22
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	25.52
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	28.50
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	48.01
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	49.50
8950-01-E62-0149	Spice, Bay leaf, Whole, 6/2 oz CO	23.77
8950-01-E60-9314	Spice, Basil, Ground, 6/12 oz CO	32.33
8950-01-E62-2667	Spice Blend, Cajun, 6/22 oz CO	32.84
8950-01-E61-6697	Spice Blend, Italian Seasoning, 6/6.25 oz CO	29.28
8950-01-E62-2190	Spice Blend, Italian Seasoning, 3/28 oz CO	47.76
8950-01-E60-9311	Spice Blend, Poultry, 6/12 oz CO	29.64
8950-01-E62-0115	Spice Blend, Curry Powder, No MSG, 6/16 oz CO	29.61
8950-01-E62-0116	Spice Blend, Sante Fe, 6/16 oz CO	42.58
8950-01-E62-2187	Spice, Onion Granulated, 6/18 oz CO	36.36
8950-01-E61-8129	Spice, Oregano Leaf, Whole, 6/5 oz CO	27.71
8950-01-E61-8133	Spice, Oregano Leaf, Whole, 3/24 oz CO	45.13
8950-01-E62-2191	Spice, Pepper, Red, Crushed, 3/3.25 lb CO	52.14
8950-01-E61-0664	Spice, Thyme, Ground, 6/12 oz CO	33.57
8950-01-E61-8136	Spice, Thyme Leaf, Whole, 6/6 oz CO	27.50

**** The following stock numbers have been administratively assigned by DLA Troop Support to allow the sale of individual containers (case quantities & prices as listed above):**

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LSN:**PRODUCT DESCRIPTION:**

8950-01-E61-3474	Spice, Garlic, Granulated, California, 12 oz, ind unit sale only
8950-01-E61-3475	Garlic, Granulated, California, 25 oz, 1 lb box, ind unit sale only
8950-01-E61-3476	Spice, Garlic Powder, California, 16 oz., ind unit sale only
8950-01-E61-3477	Spice, Garlic Powder, California, 5 lb co, ind unit sale only
8950-01-E61-3478	Spice, Paprika, Ground, California, 16 oz, individ sale only
8950-01-E61-3479	Spice, Paprika, Ground, California, 4.5 oz, ind unit sales only
8950-01-E61-3230	Pepper, Black, Cracked (16 mesh), 16 oz plastic co, ind unit sale only
8950-01-E61-3229	Pepper, Black, Cracked (16 mesh), 16 oz, Metal Can, ind unit sale only
8950-01-E61-3232	Pepper, Black, Cracked (16 mesh), 18 oz, Metal Can, ind unit sale only
8950-01-E61-3231	Pepper, Black, Cracked (16 mesh), 18 oz plastic co, ind unit sale only
8950-01-E61-3226	Pepper, Black, Ground, Gourmet, 16 oz., Metal Can, ind unit sale only
8950-01-E61-3246	Pepper, Black, Ground, Gourmet, 16 oz plastic co, ind unit sale only
8950-01-E61-3237	Pepper, Black, Ground, Gourmet, 5 lb plastic co, ind unit sale only
8950-01-E61-3236	Pepper, Black, Ground, Gourmet, 1.5 oz plastic co, ind unit sale only
8950-01-E61-3233	Pepper, Black, Ground, Gourmet, 18 oz, Metal Can, ind unit sale only
8950-01-E61-3195	Pepper, Black, Ground, Gourmet, 18 oz plastic co, ind unit sale only
8950-01-E61-5054	Pepper, Black, Ground, Restaurant Grind, 18 oz co, ind sale only
8950-01-E61-3227	Pepper, Black, Whole, 16 oz, Metal Can, ind unit sale only
8950-01-E61-3228	Pepper, Black, Whole, 16 oz plastic co, ind unit sale only
8950-01-E61-3234	Pepper, Black, Whole, 18 oz, Metal Can, ind unit sale only
8950-01-E61-3235	Pepper, Black, Whole, 18 oz plastic co, ind unit sale only
8950-01-E62-1887	Spice , Onion, Granulated, 18 oz Co, ind sale only
8950-01-E62-1980	Spice , Pepper, Red, Crushed, 3.25 lb Co, ind sale only
8950-01-E61-3456	Spice Blend, All Purpose Seasoning, w/o Salt, 10 oz, ind unit sale only
8950-01-E61-3457	Spice Blend, All Purpose Seasoning, w/o Salt, 2.5 oz, ind unit sale only
8950-01-E61-3458	Spice Blend, All Purpose Seasoning, w/o Salt, 20 oz ind unit sale only
8950-01-E61-3459	Spice Blend, All Purpose Seasoning, w/o Salt, 28 oz, ind unit sale only
8950-01-E61-3460	Spice Blend, All Purpose, Seasoning, w/o Salt, 6.75 oz, ind unit sale only
8950-01-E62-0154	Spice Blend, Cajun, 22 oz Co, ind sale only
8950-01-E61-3491	Spice Blend, Canadian, for beef, 29 oz, ind unit sale only
8950-01-E61-3461	Spice Blend, Chili Powder, Dark, 16 oz, ind unit sale only
8950-01-E61-3464	Spice Blend, Chili Powder, Dark, 20 oz, ind unit sale
8950-01-E61-3462	Spice Blend, Chili Powder, Light, 17 oz, ind unit sale only
8950-01-E61-3463	Spice Blend, Chili Powder, Light, 18 oz, ind unit sale
8950-01-E61-3465	Spice Blend, Cinnamon, Maple, Seasoning, 30 oz, ind unit sale only
8950-01-E62-2849	Spice Blend, Curry Powder, No MSG, 16 oz Co, ind sale only
8950-01-E62-2847	Spice Blend, Italian Seasoning, 28 oz Co, ind sale only
8950-01-E61-6714	Spice Blend, Italian Seasoning, 6.25 oz Co, ind sale only
8950-01-E61-3468	Spice Blend, Lemon, Seasoning, 27 oz, ind unit sale only
8950-01-E61-3469	Spice Blend, Lemon Pepper, Seasoning, 28 oz, ind unit sale only
8950-01-E61-3467	Spice Blend, Pepper, Lemon, Seasoning, 26 oz, ind unit sale only
8950-01-E61-6715	Spice Blend, Poultry, 12 oz Co, ind sale only

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Subsistence Prime Vendor for Texas & New Mexico

8950-01-E62-0117	Spice Blend, Sante Fe, 16 oz Co, ind sale only
8950-01-E61-3488	Spice Mix, Taco, 11 oz, ind unit sale only
8950-01-E61-3489	Spice Mix, Taco, 23 oz, ind unit sale only
8950-01-E61-3490	Spice Mix, Taco, 24 oz, ind unit sale only
8950-01-E61-3487	Spice Mix, Taco, 9 oz, ind unit sale only
8950-01-E62-1982	Spice, Basil Leaf, Whole, 1.62 lb Co, ind sale only
8950-01-E62-0109	Spice, Basil, Ground, 12 oz Co, ind sale only
8950-01-E61-9727	Spice, Bay Leaf, Whole, 2 oz Co, ind sale only
8950-01-E61-3472	Spice, Cinnamon, Ground, 5 lb, ind unit sale only
8950-01-E61-3466	Spice, Cinnamon, Ground, 15 oz, ind unit sale only
8950-01-E61-3470	Spice, Cinnamon, Ground, 16 oz, ind unit sale only
8950-01-E61-3471	Spice, Cinnamon, Ground, 18 oz, ind unit sale only
8950-01-E61-3473	Spice, Cinnamon, Stick, 2.75 in., 8 oz, ind unit sale only
8950-01-E61-3486	Spice, Ginger, Ground, 14 oz, ind unit sale only
8950-01-E61-3485	Spice, Ginger, Ground, 15 oz, ind unit sale only
8950-01-E61-3484	Spice, Ginger, Ground, 16 oz, ind unit sale only
8950-01-E61-8132	Spice, Oregano Leaf, Whole, 24 oz Co, ind sale only
8950-01-E62-2848	Spice, Oregano Leaf, Whole, 5 oz Co, ind sale only
8950-01-E61-3481	Spice Blend, Pepper, Cayenne, 14 oz, ind unit sale only
8950-01-E61-3482	Spice, Pepper, Cayenne, Ground, 1.5 oz, ind unit sale only
8950-01-E61-3480	Spice, Pepper, Cayenne, 16 oz, ind unit sale only
8950-01-E61-3483	Spice, Pepper, Red, Ground, 16 oz, ind unit sale only
8950-01-E61-6725	Spice, Thyme, Ground, 12 oz Co, ind sale only
8950-01-E61-8137	Spice, Thyme, Leaf, Whole, 6 oz Co, ind sale only

2. Coffee, Roast & Ground (Replaces 32 thru 39 ounce pack sizes can or container & current Navy FIC codes P27 and P30)

CW Resources
 200 Myrtle Street
 New Britain, CT 06053
 P.O.C. Bill Blonski (860) 893-0333 x713
 Fax: (860) 893-0254
WBlonski@cwresources.org

<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>	<u>(\$ PRICE FOB ORIGIN)</u>
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Max House)	\$119.80
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)	\$124.53
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)	\$116.13

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3. Roll Mix, Hot & Sweet (Replaces all pack sizes of Hot & Sweet Roll Mix)

Transylvania Vocation Services (TVS)
11 Mountain Industrial Drive
P.O. Drawer 1115
Brevard, NC 28712

Point of Contact for Orders from TVS:
Lechai Owen
Phone: 828-553-6980
Fax: 828-884-3102
E-mail: lechaio@tvsfood.com

Additional Contact:
Nick Galante
Phone: 828-857-8106
Fax: 828-884-3102
E-mail: ngalante@tvsfood.com

<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>	<u>(S) PRICE</u> <u>FOB ORIGIN</u>
8920-01-E62-1754	HOT ROLL MIX, w/active dry yeast, water prep, 6/5/lb bx	\$27.59
8920-01-E62-1756	SWEET ROLL MIX, w/active dry yeast, water prep, 6/5lb bx	\$27.59
8920-01-E62-1755	HOT ROLL MIX, w/active dry yeast, water prep, 6/#10 cn	\$29.77
8920-01-E62-2147	SWEET ROLL MIX, w/active dry yeast, water prep, 6/#10 cn	\$29.77

**4. Nuts: Assorted Almonds and English Walnuts slivered, blanched, halves and pieces.
(UOI is CS. CS= six(6))**

DePaul Industries
2730 N Hayden Island Drive – Bldg. C
Portland, OR 97217
P.O.C. Linda Weaklem (503) 288-6507
Main Phone: (503) 288-6500
Fax: (866) 782-6624
Email #1: lweaklem@depaulindustries.com
#2: orders@depaulindustries.com

<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>	<u>(S)PRICE</u> <u>FOB ORIGIN</u>
8925-01-E62-1749	Walnuts, English, Shelled, Halves & Pieces, 2.75lb bags, 6/CS	\$123.42
8925-01-E62-1748	Walnuts, English, Shelled, Halves & Pieces, 2lb bags, 6/CS	\$ 99.84
8925-01-E62-1747	Almonds, Shelled, Slivered, Blanched, 2lb bags, 6/CS	\$ 71.88
8925-01-E62-1746	Almonds, Shelled, Sliced, Blanched, 2lb bags, 6/CS	\$ 70.44
8925-01-E62-1745	Almonds, Shelled, Sliced, Natural, 2lb bags, 6/CS	\$ 70.44

5. Milk: (Non-Fat, Dry, US Extra Gr, fort w/Vit A&D, general purpose, 6#10 cans/cases)

The Procurement List Addition of the following below item is effective January 04, 2013

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Subsistence Prime Vendor for Texas & New Mexico

KCARC, Inc.
2525 N. 6th Street
Vincennes, Indiana 47591

Point of Contact for Orders from KCARC:
Jennifer Parker/Bob Harbison
Phone: 812-895-0059
Fax: 812-895-0064
E-mail: jparker@knoxcountycastle.com
E-mail: bharbison@knoxcountycastle.com

<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>	<u>(S)PRICE FOB ORIGIN</u>
8910-01-E62-2997	Milk, NF, Dry, US Extra Gr, fort w/Vit A&D, General Purpose UOI=CS. CS=6 #10 Cans (4 lbs. each)	\$77.11

6. Dining Packets:

National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22311-1727
P.O.C. Ms. Cheryl Moore
cmoore@nib.org
(703) 310-0330

<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>	<u>(S)PRICE FOB ORIGIN</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	\$4.48
7360-01-380-4695	Flatware Set, individually wrapped, white. 400 sets in one (1) box Set consists of, 1 fork, 1 knife & 1 tea spoon	\$33.43

SECTION K – UPDATED CLAUSES/PROVISIONS (FULL TEXT)

FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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Subsistence Prime Vendor for Texas & New Mexico

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

 X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

 X (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

 X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

 X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

 X (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

____ (11) [Reserved]

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___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

X (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

X (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

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Subsistence Prime Vendor for Texas & New Mexico

 X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

 (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

 (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

 X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

 X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

 X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

 X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

 X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

 X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

 X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

 (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

 (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

 (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

 (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

 (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

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___ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Nov 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

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___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

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(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS
OF COMMERCIAL ITEMS (DEC 2012) – DFARS**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) _X_ 252.203-7000, Requirements Relating to Compensation of Former DoD

Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

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(2) X 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) X 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) X 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) X 252.225-7001, Buy American and Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83, E.O. 10582). **(NOTE: Applies to FSC 89.)**

(ii) X Alternate I (OCT 2011) of 252.225-7001.

(7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) X 252.225-7012, Preference for Certain Domestic Commodities (DEC 2012) (10 U.S.C. 2533a).

(10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).

(13)(i) X 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518

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and 19 U.S.C. 3301 note). **(NOTE: the following FSC's apply: 72, 73, 81, and 85. The Berry Amendment does not apply to the applicable FSC's.)**

(ii) X Alternate I (OCT 2011) of 252.225-7021.

(iii) Alternate II (OCT 2011) of 252.225-7021.

(14) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(15) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) 252.225-7036, Buy American—Free Trade Agreements—Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) Alternate I (JUN 2012) of 252.225-7036.

(iii) Alternate II (NOV 2012) of 252.225-7036.

(iv) Alternate III (JUN 2012) of 252.225-7036.

(v) Alternate IV (NOV 2012) of 252.225-7036.

(vi) Alternate V (NOV 2012) of 252.225-7036.

(17) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

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(Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) ____ 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(23) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

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(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(30) _X_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011)
(Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions

(JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data—Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).

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(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

(10 U.S.C. 2631).

52.201-9001 CONTRACTING OFFICER'S ORDERING REPRESENTATIVES UNDER THE CONTRACT (JAN 2013) – DLAD

(a) Contracting officer's ordering representatives specifically designated for this contract are authorized to place delivery orders that are expressly within the terms and conditions of this contract (which for purposes of this clause includes ordering vehicles such as blanket purchase agreements and indefinite delivery purchase orders).

(b) Orders for items outside the express scope of the contract may only be ordered by the contracting officer's ordering representative if accompanied by a written determination by the DLA contracting officer that the items are within the scope of the contract. Further limitations on the authority of the contracting officer's ordering representative may be stated elsewhere in the contract or in the letter of designation.

(d) ☐ The following Government employees are designated contracting officer's ordering representatives under this contract:

Designated Contracting Officer's Ordering Representatives for Contract (Number)

Name	Title	Contact Information

FAR 52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13

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CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be

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provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

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(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent

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directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☒ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☒ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☒ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of

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manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☒ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☒ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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(ii) It ☐ is, ☒ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☒ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☒ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end

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product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph(g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

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Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☒ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☒ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☒ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial

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challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

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(3) Taxpayer Identification Number (TIN).

☐ TIN: [REDACTED].

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☒ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☒ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

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(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

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(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

Deviation 2013-O0006

Class Deviation—Prohibition Against Using Fiscal Year 2013 Funds to Contract with Corporations that have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law

252.209-7997 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—DoD Appropriations.

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—DoD APPROPRIATIONS (DEVIATION 2013-O0006) (JAN 2013)

(a) In accordance with section 101(a)(3) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☒ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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SECTION L – UPDATED CLAUSES/PROVISIONS (BY REFERENCE)

FAR 52.225-25 – Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (DEC 2012)

DFARS 252.225-7002 – Qualifying Country Sources as Subcontractors (DEC 2012)

DLAD 52.211-9014 – Contractor Retention of Traceability Documentation (AUG 2012)

DLAD 52.215-9006 – AbilityOne Entity Support- Contractor Reporting (DEC 2012)

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ATTACHMENT 1**DISTRIBUTION CATEGORIES AND PRICING**

Solicitation #	SPM300-10-R-0047		Base Dist Cat Price	Opt. Dist Cat Price
Offeror:	LABATT FOOD SERVICE			
Distribution Price Categories				
Category Description	Cat. #	UOM		
Beef, Raw, Cooked, Frozen/Chilled	1	LB		
Poultry, Raw, Cooked, Frozen/Chilled	2	LB		
Pork, Raw, Cooked, Frozen/Chilled	3	LB		
Mixed meats, Luncheon Meats, Franks, Hot Dogs, Frozen/Chilled	4	LB		
Lamb, Veal and Game, Raw, cooked - Frozen/Chilled	5	LB		
Seafood, including Fish and Shellfish, Raw, cooked, Frozen/Chilled	6	LB		
Grocery products canned, jar, pouch, sleeve (example: non-meat, meat, fish, soups, sauces, salsa, gravy, brown gravy, bouillon, stock, fruits, vegetables, dry milk - to include baby food)	7	CS		
Fruits and Vegetables, Frozen and Chilled – including further processed refrigerated	8	CS		
Frozen /Chilled Entrees (example: Cordon Bleu, Chicken Kiev, Stuffed Chicken Breasts, Stuffed Pork Chops, Appetizers, Pizza, Burritos, Corn Dogs, Pizza Toppings, Pancakes, French Toast, French Fries, Onion Rings, Hash Browns, Tater Tots, Vegetarian/Vegan - Veggie Burger, Breads, Doughnuts/Cookies/Baked Pretzels, Danish, Pastries, Muffins, Bagels, Loafs, Rolls, Biscuits, Cookie Dough, Pizza Crust, Tortillas, Pie Shells, Bread Dough, Turnovers, Cheesecakes, Cobblers, Specialty Cakes, Cakes, Pies and Other Related Products)	9	CS		
Snack Foods, Baked Goods, Chips/Pretzels (example: Cookies, Crackers, Granola Bars, Energy bars, Toaster Pastries, Snack Cakes, Potato Chips, Corn Chips, Pretzels, Wheat Chips, Popcorn, and other related products)	10	CS		
Confectionary, (example: Candy, chocolate, chewing gum, Marshmallows)	11	CS		
Cereal, cold, hot - ready to eat (example: Corn Flakes, Oatmeal, Grits) - to include baby food	12	CS		
Dry Goods, (example: Dry Pasta, Rice, Beans, Bread Crumbs, Corn Meal, Baking Chips, Stuffing, Dry Soups, Croutons, Ice Cream Cones, Taco Shells, Imitation Bacon Bits, Sunflower Seeds, Dried Fruit, Nuts, Coconut ,Raisins, Sugars, Low Calorie Sweeteners, Gelatin/Pudding/Desert Mixes, Powdered Creamer, Shelf Stable Creamer, Flour, Corn Starch, Baking Soda, Baking Powder, Yeast, Baking Mixes, Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix, Powder Mixes, Soft Serve Ice Cream, Milk Shake, Frozen Yogurt Mix and other related products) CS Product only	13	CS		
Dry Goods, (example: Rice, Beans, Bread Crumbs/Mix , Corn Meal, Baking Chips, Stuffing, Imitation Bacon Bits, Nuts, Sugars, Flour, Baking/Cake Mixes, and other related products) – Institutional/Bulk size only	14	LB		
Meal Kits, Heater Meals, Sandwich kits	15	CS		
Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Icings, Pie Fillings Puddings, Gelatins, Cherries Maraschino, Fruit Toppings, Caramel Topping, Fudge Topping, Sprinkles, Dressings, Processed Grated Parmesan, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Hot Sauce and Other Condiment Related Products Shortenings, Food Oils, Cooking Spray, vinegar, Cooking Wine, Sherry (except Portion controlled)	16	CS		

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Portion Controlled Items, Up to 500 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets, Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}), and Other Condiment Related Products	17	CS
Portion Controlled Items, 501 to 999 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets, Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}), and Other Condiment Related Products	18	CS
Portion Controlled Items, 1000 to 3000 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets, Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}), and Other Condiment Related Products	19	CS
Portion Controlled Items, > 3000 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets, Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix, energy and Other beverage powder flavors}), and Other Condiment Related Products	20	CS
Salads, Prepared, Chilled/Fresh (example: Mixed Greens, Potato Salad, Egg Salad, Tuna Salad, Cole Slaw, Macaroni Salad)	21	CS
Spices, Seasonings, Salt & Pepper, Spice Blends, Herbs, Flavorings, Extracts and Food coloring	22	CS
Beverages, Dispenser Required/Bag in Box (example: Soda, Sports Drinks, Juice, Nectar, vegetable, Coffee, Tea, Chocolate, Mixes, Liquid, Soft Serve Ice Cream/Yogurt, Milk Shake and other related products) to include concentrates	23	CS
Beverages, other than BIB (example: Soda, Sports Drinks, Juices, Nectar, vegetable, Coffee, Tea, Chocolate, baby formula, Flavored Water, Energy Drinks, shelf stable - Dairy, UHT, Nutritional Supplements, Dietetic and Other Related Products) to include concentrates	24	CS
Beverage, Chill/Frozen – (example: Dairy, UHT, ESL, Nutritional Supplements, Dietetic Products, Juices, Nectar, vegetable)	25	CS
Beverage Base, Powder, other than individual portion count (example: Sports Drinks, Juices, Coffee, tea, Chocolate, baby formula, Pink Lemonade, Iced Tea Mix, energy drinks and Other Drink Related Products)	26	CS
Water – 12 Count Case and below, (example: Natural Spring, Purified, Distilled)	27	CS
Water – 13 to 24 Count Case, (example: Natural Spring, Purified, Distilled)	28	CS
Water – 25 to 34 Count Case, (example: Natural Spring, Purified, Distilled)	29	CS

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Water – 35 Count Case and above, (example: Natural Spring, Purified, Distilled)	30	CS
Eggs - shell, Fresh	31	CS
Egg Product, Liquid, Frozen or Chilled	32	CS
Ice Cream and Ice cream Novelties (example: bulk, Cones, Sandwiches, Ice Pops, Fruit Bars)	33	CS
Dairy Products: (example: Cheese, Butter, Margarine, Spreads, Yogurt, Sour Cream, Liquid Creamers, Milk and Other Fresh Dairy Related Products)	34	CS
Bakery Products, Fresh (example: Bread, Rolls)	35	LB
Fresh Fruits and Vegetables (FF&V)	36	CS
Non-Food products -Food Service Operating Supplies (FSOS)	37	CS
Ice (Cubed or cylindrical)	38	LB