

LABATT FOOD SERVICE

SECTION A - SOLICITATION/CONTRACT FORM

The following amendments issued under the solicitation SP0300-00-R-4002, referenced on page 1, are hereby incorporated as part of this contract:

Amendment 0001 dated	January 21, 2000
Amendment 0002 dated	May 12, 2000

SECTION B - SUPPLIES/SERVICE AND PRICE

DELIVERY: Delivery shall occur no more than 48 hours after order placement unless otherwise required by the ordering officer.

FOB TERMS : FOB **Destination** for all items.

PRICES: The unit prices for all items shall be in accordance with clause 52.212-4, Contract Terms and Conditions-Commercial Items (May 1999) Addendum, Para (t), Price Changes.

The unit price is determined by the "DELIVERED PRICE" plus the "DISTRIBUTION PRICE". Distribution Category Pricing by Item is contained in Attachment 1. These distribution prices will remain fixed throughout the term of the contract.

This contract contains a guaranteed minimum of twenty-five percent (25%) of the estimated dollar value. The estimated dollar value of the base term of this contract is \$16,797,740.00. The maximum ceiling will be one hundred twenty-five percent (125%) of the estimated dollar value. In the event of emergencies or mobilization, the Government reserves the right to unilaterally execute an alternate maximum ceiling of one hundred fifty percent (150%) of the estimated dollar value per contract period of this acquisition.

If the Government determines to invoke the options, the distribution prices will not increase for all option years.



LABATT FOOD SERVICE

Mandatory Items - The following items are mandated to be supplied by the National Industries for the Blind (NIB) or the National Industries for the Severely Handicapped (NISH), refer to FAR clause 52.208-9.

8920-00-782-6353	Pancake Mix
8920-00-823-7221	Cake Mix, Devils Food
8920-00-823-7223	Cake Mix, Gingerbread
8950-01-079-6942	Paprika, Ground
8950-01-254-2691	Garlic Powder
Various	Dining Packets

If ordered the Prime Vendor is required to source these items from NIB/NISH. The plant sources were identified in the solicitation, pages 13-14.

SECTION C - DESCRIPTION / SPECIFICATIONS

Nonavailability of any item and any recommendation for substitution will be communicated to the customer by 10:30 am on skip days.

Additions and cancellations can be accepted by the Prime Vendor as late as 5:00 pm on the day prior to delivery.

Ordering for supplies under this contract for Wilford Hall Air Force Hospital, Gary Job Corps Center, and Laredo Job Corps Center shall be performed by the contractor's commercial ordering system.

Ordering for supplies under this contract for all other remaining activities shall be performed by the ordering activity via the Subsistence Total Order and Receipt Electronic System (STORES).

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 thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification.

LABATT FOOD SERVICE

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting or rejecting product as it is delivered. All food items must be inspected for count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance can be made.

SECTION F - DELIVERIES OR PERFORMANCE

The following is designated as the plant location for the performance of this contract for all contract line items:

PLANT LOCATION

Labatt Food Service
4500 Industrial Park
San Antonio, TX 72818

Customers authorized to order under this contract are as follows:

Lackland AFB, TX, and Child Development Center
Brooke AFB, TX Child Development Center
Kelly AFB, TX, and Child Development Center
Laughlin AFB, TX, and Child Development Center
Randolph AFB, TX, and Child Development Center
Ft. Sam Houston, TX
Camp Bullis, TX
Wilford Hall Air Force Hospital
Gary Job Corps Center
Laredo Job Corps Center

There is a twenty (20) case movement per month required to satisfy facility product requirements.

LABATT FOOD SERVICE

SECTION G - CONTRACT ADMINISTRATION DATA

The following clause is incorporated in full text:

**52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY
ORDER(S) (AUG 1992) DPSC**

Delivery orders issued against this Indefinite Delivery Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may procure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular procurement actions. Administration of the terms and conditions set forth in the IDTC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDTC.



~~Attachment Number 1, Distribution Category Pricing by Item.....Page 1~~

See Next Page

PRIVILEGED INFORMATION