

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER
PAGE 1 OF 8

2. CONTRACT NO.
SPE300-14-D-W378

3. AWARD/EFFECTIVE DATE
1/15/14

4. ORDER NUMBER

5. SOLICITATION NUMBER
SPE300-13-X-0532

6. SOLICITATION ISSUE DATE
12/10/2013

7. FOR SOLICITATION INFORMATION CALL:  Dean L. Schoendorfer

8. OFFER DUE DATE/ LOCAL TIME
1/3/2014 3:00pm

9. ISSUED BY
DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092
POC Email: Dean.Schoendorfer@dla.mil

10. THIS ACQUISITION IS
 UNRESTRICTED OR
 SET ASIDE: SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
SEE ATTACHED DELIVERY SCHEDULE ON PAGE 8.

16. ADMINISTERED BY
SAME AS BLOCK 9

17a. CONTRACTOR/OFFEROR
Flowers Baking Company of Miami
17800 NW Miami Court
Miami, FL 33169
TELEPHONE NO. 305-652-3416

18a. PAYMENT WILL BE MADE BY
DFAS COLUMBUS CENTER
ATTN: DFAS-BVDP (SL4701)
P.O. BOX 369031
COLUMBUS, OH 43236-9031

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
| | BREAD AND BAKERY ITEMS FOR CUSTOMERS AT NAS KEY WEST, FLORIDA SEE ATTACHED SCHEDULE OF ITEMS ON PAGES 2-3. TERM OF CONTRACT: JAN. 19, 2014 - JAN. 16, 2016 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | | | | |

25. ACCOUNTING AND APPROPRIATION DATA
No minimum guaranteed. Maximum \$150,000.00

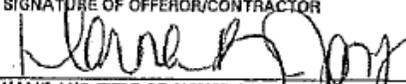
26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$5,308.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-9 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, PAR 52.212-5 IS ATTACHED. ADDENDA ARE 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. SPE30013X0532 OFFER DATED 12/19/2013, YOUR OFFER ON SOLICITATION (BLOCK 6), 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)
Danna Roberts - Controller

30c. DATE SIGNED
1/15/14

31b. NAME OF CONTRACTING OFFICER (Type or print)
DEAN L. SCHOENDORFER

31c. DATE SIGNED
1/15/14

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

Schedule of Items

| Region I – NAS Key West, FL | | Estimated Total Quantity (Pounds) | Unit Price per Pound to Government (Dollars) | Total Amount (LB) x (\$) |
|-----------------------------|---|-----------------------------------|--|--------------------------|
| ITEM NO. | SUPPLIES/SERVICES | | | |
| | BREAD, WHITE, FRESH, sliced, pan baked, sandwich, enriched | | | |
| 1. | 24 oz. Package | 560 LB | \$1.39 | \$778.40 |
| | Government Price per Loaf: \$2.09 Product Code: 101-1038-0, 106-1038-0 | | | |
| | BREAD, RAISIN, FRESH, sliced, pan baked, round top | | | |
| 2. | 16 oz. Package | 165 LB | \$2.09 | \$344.85 |
| | Government Price per Loaf: \$2.09 Product Code: 102-2177-0 | | | |
| | MUFFIN, ENGLISH, FRESH, | | | |
| 3. | 6 per 12 oz. Package | 100 LB | \$2.64 | \$264.00 |
| | Government Price per PG: \$1.98 Product Code: 102-2797-0 | | | |
| | BREAD, RYE, FRESH, sliced, pan baked, round top | | | |
| 4. | 20 oz. Package | 390 LB | \$1.79 | \$698.10 |
| | Government Price per Loaf: \$2.24 Product Code: 103-2008-0 | | | |

| Region I – NAS Key West, FL | | Estimated Total Quantity (Pounds) | Unit Price per Pound to Government (Dollars) | Total Amount (LB) x (\$) |
|--|------------------------------|--|---|--------------------------------|
| ITEM NO. | SUPPLIES/SERVICES | | | |
| BREAD, WHOLE WHEAT, FRESH, pan baked, round top, enriched | | | | |
| 5. | 20 oz. Package | 820 LB | \$1.79 | \$1,467.80 |
| Government Price per Loaf: \$2.24 Product Code: 102-1526-0 | | | | |
| ROLLS, FRANKFURTER, FRESH, sliced, white, pan baked | | | | |
| 6. | 16 per 22 oz. Package | 185 LB | \$1.36 | \$251.60 |
| Government Price per PG: \$1.87 Product Code: 100-2748-0 | | | | |
| ROLLS, HOAGIE/SUBMARINE, FRESH | | | | |
| 7. | 6 per 15 oz. Package | 450 LB | \$1.99 | \$895.50 |
| Government Price per PG: \$1.87 Product Code: 103-2779-0 | | | | |
| ROLLS, HAMBURGER, FRESH, white, pan baked | | | | |
| 8. | 12 per 24 oz. Package | 325 LB | \$1.87 | \$607.75 |
| Government Price per PG: \$2.80 Product Code: 100-1080-0 | | | | |

ESTIMATED TOTAL: \$5,308.00

WITHIN 72 HOURS OF RECEIPT OF AWARD, CONTRACTOR WILL SUPPLY EACH CUSTOMER WITH THE CONTRACTOR'S CODING SYSTEM (PULL DATE, COLOR CODES, ETC.).

Points of Contact

POINT(S) OF CONTACT FOR ORDERING: Willie Prince

PHONE NUMBER: 305-652-3416

FAX NUMBER: 305-770-1886

EMAIL: willie.f.prince@flocorp.com

POINT(S) OF CONTACT FOR INVOICING & PAYMENT: Odalis Perez

PHONE NUMBER: 305-652-3416

FAX NUMBER: 305-770-1886

Product Quality

- A. Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following **freshness requirements**.
- Bread, Cakes, Doughnuts, Muffins, Pies and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day/non-delivery day, these items must be delivered no more than 48 hours after baking.
 - Brown and Serve Rolls must be delivered within 36 hours after production.
 - Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.
- B. Commercial standards should be used to maintain temperatures appropriate for the individual items.

Deliveries and Performance

I. TERMS OF INDEFINITE QUANTITY CONTRACT

- A. **This award is issued as an IDPO not to exceed twenty-four months or \$150,000 aggregate value, whichever occurs first.** The effective ordering period begins from January 19, 2013 through January 16, 2016.
- B. This contract incorporates by reference all of the terms and conditions found in the following documents: SPE300-13-X-0532 (solicitation dated December 10, 2013) and the awardee's offer(s) dated December 19, 2013.

II. ITEM AVAILABILITY

All items must be available in sufficient quantities to fill the customers' requirements. All deliveries must be made in accordance with the contractually established number of hours after order placement unless otherwise authorized by the customer.

III. DELIVERY INSTRUCTIONS

- A. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.
- B. Deliveries shall be made when and as requested by the Ordering Officer(s) of the activity concerned, and shall be accompanied by the delivery ticket of the dealer in triplicate, showing the exact quantities delivered. Deliveries shall be made by the contractor any day except Holidays, between the hours and location specified by the ordering officer (see Delivery Points /Schedule).

IV. DELIVERY VEHICLE REQUIREMENTS

- A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.
- B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

V. SUBSTITUTIONS

- A. If an item is not available, vendor is NOT to substitute an item without having a separate purchase order for the additional item. Customer MUST zero-out unavailable item(s) in STORES. Customer will be directly responsible for payment of any items not appearing on a STORES purchase order.
- B. The customer must authorize any substitution to their order prior to delivery. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid the full amount and will only be reimbursed for the unit price shown in the catalog.
- C. If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

VI. HOLIDAYS

- A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next scheduled business day, unless otherwise agreed to by the customer.

New Year's Day
 Martin Luther King's Birthday
 President's Day
 Memorial Day
 Independence Day

Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day

NOTE: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

VII. EMERGENCY ORDERS

- A. In order to adequately support emergency order, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation.
- B. The vendor shall provide, at maximum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.
- C. The vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or pager number, to the customers.

VIII. AUTHORIZED RETURNS

- A. The contractor shall accept returns under the following conditions:
 - 1. Products shipped in error;
 - 2. Products damaged in shipment;
 - 3. Products with concealed or latent damage;
 - 4. Products that are recalled;
 - 5. Products that do not meet shelf life requirements;
 - 6. Products that do not meet the minimum quality requirements;
 - 7. Products delivered in unsanitary vehicles;
 - 8. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.
- B. Any other conditions not specified above that are deemed to be valid reasons for return by the customer.

IX. SHORT SHIPMENTS/SHIPPING ERRORS

- A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error must be picked up by the vendor on the same day or by the next delivery day after notification by the ordering activity.

X. DELIVERY

- A. A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled.
- B. It is mandatory that the Delivery Ticket include the contract number, call number, lead CLIN number, purchase order number, government unit of issue. Total quantity shall be based on Government unit of issue.
- C. Prices cited on delivery tickets for STORES orders will be the prices at the time of order and not the prices at time of delivery.
- D. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.
- E. Items will be off-loaded from the contractor(s) vehicle(s) and contractor personnel will place items delivered inside the dining halls, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable.

Rapid Gate

Many bases currently require enrollment in RapidGate and will not allow entry without RapidGate clearance. During the contract implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the implementation period, the contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the contractor will be able to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at <http://www.rapidgate.com>.

RAPID GATE

Be advised that vendors providing supplies to these customers will be required to enroll in the RAPID Gate Program and they will need access to multiple facilities. Vendors must have enough drivers enrolled in the RAPID Gate program to ensure deliveries are made at the required time and place for the duration of the contract and that service is never interrupted due to not having the required RAPID Gate authorization.

Schedule of Delivery Points

| Region I – NAS Key West, FL | | Delivery Time | Frequency |
|-----------------------------|--|---------------|------------------------------------|
| NO. | ACTIVITY | | |
| 1. | <p>FLEMING KEY GALLEY (W81YMG) NAS KEY WEST, FL Bldg. KW500 Fleming Key Trumbo Point, Key West, FL 33040</p> <p>POC: Scott Gibson Phone: (305) 293-4164 Cell: (305) 393-1693 Email: iapkwest@aol.com</p> | 0600 - 1500 | 1 day per week (see note below) |

Delivery Note: Customer will only need one delivery per week. There are times when training classes are not scheduled and customer may need deliveries every week.

Vendor requires 96 hour lead time on all items.

Vendor Delivery Days: TBD – one day per week.

Note (1): Except for deliveries made to ships, vendors are required to shelf stock in accordance with standard commercial practice unless otherwise directed by the customer.

Note (2): Contractor's delivery vehicles shall stop and report to the veterinary inspection point as designated for inspection of products before proceeding to any other designated delivery points.