

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

1. REQUISITION NUMBER
1000042699

PAGE 1 OF 4

2. CONTRACT NO.
SPE300-16-D-W493

3. AWARD/EFFECTIVE DATE
2016 APR 01

4. ORDER NUMBER

5. SOLICITATION NUMBER
SPE300-16-R-0010

6. SOLICITATION ISSUE DATE
2016 FEB 10

7. FOR SOLICITATION INFORMATION CALL:

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
DLA TROOP SUPPORT
DIRECTORATE OF SUBSISTENCE
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5098
USA
Local Admin: Jan Luo D.L0002 Tel: DSN-444-3424
Email: jan.luo@dla.mil

CODE SPE300

10. THIS ACQUISITION IS

UNRESTRICTED OR SET ASIDE: _____ % FOR:

SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM

HUBZONE SMALL BUSINESS EOWOSB NAICS: 000000

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS
Net 10 days

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 SCHEDULE

CODE

18. ADMINISTERED BY
SEE BLOCK 9
Contract: PAS: Hora

CODE SPE300

17a. CONTRACTOR/OFFEROR
BIMBO BAKERIES USA, INC DBA BIMBO BAKERIES USA
255 BUSINESS CENTER DR STE 200
HORSHAM PA 19044-3424
USA

CODE 1RBL5

FACILITY CODE

TELEPHONE NO. 4028450341

18a. PAYMENT WILL BE MADE BY
DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 182317
COLUMBUS OH 43218-2317
USA

CODE SL4701

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
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$57,996.66

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 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. SPE30016R0010 OFFER DATED 2016-Mar-10 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)
Anisa Todd, Sales Analyst

30c. DATE SIGNED
04/01/2016

31b. NAME OF CONTRACTING OFFICER (Type or Print)
Lynn Luo

31c. DATE SIGNED
2016 APR 01

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Direct Vendor delivery of Fresh Bread & Bakery products.

Solicitation number : SPE300-16-R-0010

Contract 25% Minimum: \$14,499.17

Contract 250% Maximum: \$144,991.65

Contract ordering period start: 4/3/2016 - 4/6/2019

First order day: 4/4/2016

Contract Type : Indefinite Quantity Contract for the supply and direct delivery of Fresh Bread and Bakery to customers in NAS Meridian, MS; MS Air National Guard, Jackson, MS.

The following documents from the vendor's offer are hereby incorporated into this contract:
The Non-Price Proposal and Price Proposal which took no exception to the terms and conditions of Solicitation SPE300-16-R-0010.

Final Proposal Revision dated March 10, 2016 @ 3:00 p.m. Eastern Standard Time.

FOB terms: FOB Destination for all items, unless otherwise specifically stated.

CONTINUED ON NEXT PAGE

Part 12 Clauses

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

Attachments

List of Attachments

Description	File Name
ATTACH.Schedule of Items and Delivery Schedule	Schedule of Items and Del

Schedule of Supplies/Services

April 3, 2016 through March 31, 2018
YEARS 1 & 2

Group II – NAS Meridian, MS; MS Air National Guard, Jackson, MS

<u>ITEM</u> <u>NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. ANNUAL</u> <u>QUANTITY</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u>
16.	BREAD, WHITE, PAN BAKED, SANDWICH, FRESH			
	20 OZ. LOAF	1,680 LB	<u>\$1.00</u>	<u>\$1,680.00</u>
	SPECIFY PKG PRICE TO GOVERNMENT	<u>\$1.25</u>		
	PRODUCT CODE <u>7130904538</u>			
17.	BREAD, 100% WHOLE WHEAT, PAN BAKED, ROUND TOP, FRESH			
	20 OZ. LOAF	2,963 LB	<u>\$1.20</u>	<u>\$3,555.60</u>
	SPECIFY PKG PRICE TO GOVERNMENT	<u>\$1.50</u>		
	PRODUCT CODE <u>7294560134</u>			
18.	BREAD, RAISIN, PAN BAKED, ROUND TOP, FRESH			
	16 OZ. LOAF	2,152 LB	<u>\$2.40</u>	<u>\$5,164.80</u>
	SPECIFY PKG PRICE TO GOVERNMENT	<u>\$2.40</u>		
	PRODUCT CODE <u>5040002340</u>			
19.	ROLLS, FRANKFURTER, WHITE, PAN BAKED, FRESH			
	16 PER 24 OZ. PKG	4,128 LB	<u>\$1.23</u>	<u>\$5,077.44</u>
	SPECIFY PKG PRICE TO GOVERNMENT	<u>\$1.85</u>		
	PRODUCT CODE <u>5040026746</u>			
20.	ROLLS, HAMBURGER, WHITE, SLICED, PAN BAKED, FRESH			
	12 PER 23 OZ. PKG	10,052 LB	<u>\$1.21</u>	<u>\$12,162.92</u>
	SPECIFY PKG PRICE TO GOVERNMENT	<u>\$1.74</u>		
	PRODUCT CODE <u>5040026633</u>			
21.	ROLLS, HOAGIE/SUBMARINE, WHITE, SLICED, PAN BAKED, FRESH			
	6 PER 15 OZ. PKG	7,136 LB	<u>\$1.51</u>	<u>\$10,775.36</u>
	SPECIFY PKG PRICE TO GOVERNMENT	<u>\$1.42</u>		
	PRODUCT CODE <u>7341013552</u>			

GROUP II TOTAL AMMOUNT FOR 24 MONTH PERIOD: \$38,416.12

Schedule of Supplies/Services**April 1, 2018 through April 6, 2019****YEARS 3**

Group II – NAS Meridian, MS; MS Air National Guard, Jackson, MS

ITEM NO.	SUPPLIES/SERVICES	EST. ANNUAL QUANTITY	UNIT PRICE	TOTAL
16.	BREAD, WHITE, PAN BAKED, SANDWICH, FRESH			
	20 OZ. LOAF	840 LB	<u>\$1.02</u>	<u>\$856.80</u>
	SPECIFY PKG PRICE TO GOVERNMENT <u>\$1.28</u>			
	PRODUCT CODE <u>7130904538</u>			
17.	BREAD, 100% WHOLE WHEAT, PAN BAKED, ROUND TOP, FRESH			
	20 OZ. LOAF	1,481 LB	<u>\$1.24</u>	<u>\$1,836.44</u>
	SPECIFY PKG PRICE TO GOVERNMENT <u>\$1.55</u>			
	PRODUCT CODE <u>7294560134</u>			
18.	BREAD, RAISIN, PAN BAKED, ROUND TOP, FRESH			
	16 OZ. LOAF	1,076 LB	<u>\$2.45</u>	<u>\$2,636.20</u>
	SPECIFY PKG PRICE TO GOVERNMENT <u>\$2.45</u>			
	PRODUCT CODE <u>5040002340</u>			
19.	ROLLS, FRANKFURTER, WHITE, PAN BAKED, FRESH			
	16 PER 24 OZ. PKG	2,064 LB	<u>\$1.23</u>	<u>\$2,538.72</u>
	SPECIFY PKG PRICE TO GOVERNMENT <u>\$1.85</u>			
	PRODUCT CODE <u>5040026746</u>			
20.	ROLLS, HAMBURGER, WHITE, SLICED, PAN BAKED, FRESH			
	12 PER 23 OZ. PKG	5,026 LB	<u>\$1.23</u>	<u>\$6,181.98</u>
	SPECIFY PKG PRICE TO GOVERNMENT <u>\$1.77</u>			
	PRODUCT CODE <u>5040026633</u>			
21.	ROLLS, HOAGIE/SUBMARINE, WHITE, SLICED, PAN BAKED, FRESH			
	6 PER 15 OZ. PKG	3,568 LB	<u>\$1.55</u>	<u>\$11,060.80</u>
	SPECIFY PKG PRICE TO GOVERNMENT <u>\$1.45</u>			
	PRODUCT CODE <u>7341013552</u>			

GROUP II TOTAL AMMOUNT FOR 12 MONTH PERIOD: \$19,580.54

Schedule of Supplies/Services

April 3, 2016 through April 6, 2019

GROUP II: NAS Meridian, MS; MS Air National Guard, Jackson, MS

WITHIN 72 HOURS OF RECEIPT OF NOTICE OF AWARD, CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THE CONTRACTOR'S CODING SYSTEM (PULL DATE, COLOR CODES, ETC.) THIS IS A MANDATORY REQUIREMENT.

ORDERING, INVOICING AND PAYMENT POINTS-OF-CONTACT:

POINT(S) OF CONTACT FOR ORDERING: MIKE LYNCH

PHONE NUMBER: 601-436-7935

FAX NUMBER: 601-483-7684

EMAIL: MLYNCH@BBUMAIL.COM

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: NETTY PAVEL

PHONE NUMBER: 866-492-2242 EXT. 5046

FAX NUMBER: 866-827-8140

EMAIL: NPAVEL@BBUMAIL.COM

ORDERING AND DELIVERY QUALIFICATIONS: 120 HOUR LEAD TIME FOR ALL ITEMS. NON-BAKE DAYS – WEDNESDAY AND SUNDAY

FOR ALL DELIVERY LOCATIONS IN GROUP 1:

INSPECTION REQUIREMENTS: CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF THEIR PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT(S).

(Please note: Rapid Gate is currently a requirement for access to some military bases, the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement)

PRODUCT QUALITY

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**:

1. Bread, Cakes, Doughnuts, Muffins, Pies and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day, these items must be delivered no more than 48 hours after baking.
2. Brown and Serve Rolls must be delivered within 36 hours after production.
3. Bakery products shall include mold inhibitors of the proper level as allowed by the FDA. Commercial standards should be used to maintain temperatures appropriate for the individual items.

Schedule of Deliveries**April 3, 2016 through April 6, 2019****GROUP II: NAS Meridian, MS; MS Air National Guard, Jackson, MS**

<u>Ordering</u>	<u>Ship To</u>	<u>Activity</u>	<u>Time of Delivery</u>	<u>Frequency</u>
N63043	N63043	NAS Meridian Roy M. Wheat Galley 255 Rosenbaum Avenue, Bldg. 207 Meridian, MS 39309	No later than 1000	Four (4) deliveries per week: Mon, Tue, Thu, Fri
FT6242	FT6242	Mississippi Air National Guard 141 Military Drive, Bldg. 129 Jackson, MS 39232	0700-1400	Two (2) deliveries per week: Tue, Thu

NOTE: SHELF STOCKING IS REQUIRED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE WHEREVER PRACTICABLE UNLESS CUSTOMER REQUESTS TRUCK TAIL-GATE DELIVERY.

NOTE: VENDORS WILL PICK UP RACKS AT TIME OF NEXT DELIVERY.

Schedule of Deliveries

April 3, 2016 through April 6, 2019

DELIVERIES TO SHIPS:

Due to fluctuating arrival and /or departure schedules, ships may require delivery of products within a specific time frame. The Ordering Officer will advise the contractor of any special delivery requirements when placing orders, and the contractor will comply with the request. Deliveries ARE NOT required to be made outside the "time of delivery" specified unless agreed to between the contractor and customer and approved by the DLA Troop Support Contracting Officer.

FOR DELIVERIES MADE TO SHIPS, ALL ITEMS ARE REQUIRED TO BE PACKAGED IN DISPOSABLE, NON-RETURNABLE CARDBOARD BOXES SUITABLE FOR STACKING. THIS REQUIREMENT IS MANDATORY, NOT NEGOTIABLE.

Note For Ships: Deliveries shall not be left on docks or wharves and must be made available to government representatives authorized to accept deliveries.

The Fitting Out and Supply Support Assistance Center ("FOSSAC") was hired to continue the delivery process for the ships by transporting the stores from the brow of the ship into their storeroom. In order to accomplish this, the Contractor may have to schedule deliveries through the Fleet Industrial Supply Center ("FISC") when making deliveries of their product.

Delivery tickets (i.e., annotated and signed copies of the receipt documents) must be dropped off prior to the delivery truck departing from the base, anywhere between 5:00am and 3:00pm, depending on the individual requirement of each customer.

Important Notes

April 3, 2016 through April 6, 2019

The contract period is expected to be from April 3, 2016 – April 6, 2019. Prices will be fixed for a 3-year performance period with two pricing tiers (Years 1 and 2-Tier I/Year 3-Tier II). Tier 1 is from April 3, 2016 – March 31, 2018. Tier 2 is from April 1, 2018- April 6, 2019.

Note: At no time during the contract period will contractors be allowed to hassle or put undue distress on a customer while that contractor markets its products and solicits for business. Said efforts by a contractor must be reasonable and appropriate, at all times complying with the rules and regulations applicable at a customer's facility or location. If necessary, the Contracting Officer will take appropriate action against any contractor whose behavior conflicts with this code of conduct.

Addition/Deletion of Items:

The Government may add, delete, or replace items on the contract as customer needs change. However, any items that are added may not increase the value of the contract above the contract maximum. Items will be added to the contract and STORES catalog upon written agreement between the contractor and Contracting Officer.

Additional Customers:

The Government reserves the right to add DoD and non-DoD customers at no additional cost, based on a written mutual agreement specified between DLA Troop Support and the contractor. However, any customers that are added may not exceed the contract maximum.

Minimum Order: \$25.00 per order

Emergency Orders:

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.

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.

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.

Purchase Orders

There shall only be one invoice per purchase. This will reduce invoice and payment issues. At no time is a delivery driver permitted to deliver items that do not appear on the purchase order. Payment **will not** be made for items not appearing on the purchase order.

Product Quality

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**:

1. Bread, Cakes, Doughnuts, Muffins, Pies and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day, these items must be delivered no more than 72 hours after baking.
2. Brown and Serve Rolls must be delivered within 36 hours after production.
3. Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.
4. Commercial standards should be used to maintain temperatures appropriate for the individual items.

No Substitutions:

Orders will be filled on a "fill or kill" basis. If an item is not available, the contractor is not to substitute an item. DLA Troop Support will not be responsible for payment of any items not appearing on a STORES purchase order.

Invoicing and Ordering Notes:

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 no later than 10:00 a.m. 120 hours prior to the desired delivery date in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery

Line items must be available on the Subsistence Total Order and Receipt Electronic System (STORES) catalog in order to be ordered and delivered. Items not on the STORES catalog cannot be ordered from the contractor, and the contractor shall not deliver items that are not on the electronic catalog. Payment **will not** be made for items not appearing on the catalog at time of order.

The contractor must notify the customer within 24 hours after order placement, when there is non-availability of an item or items. If it appears that the contractor will not be able to fulfill the order in time to meet the required delivery date, the contractor shall advise the customer of its Not-in-Stock position so that the customer can go in STORES to adjust the receipt.

There shall be no line-item (LSN) additions to existing STORES orders. Requirements for additional LSN's to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.

All pricing is effective at the time order is submitted.

Every Invoice shall contain the following information in a **CLEAR and LEGIBLE** manner in which DoD Finance personnel will accept its legitimacy:

1. Customer/Recipient signature (name and title of official receiving shipment);
2. Contract Number;
3. Call Number;
4. Purchase Order Number;
5. Invoice Number;
6. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
7. DODAAC;
8. Item Nomenclature;
9. LSN or NSN;
10. Quantity purchased per item in DLA TROOP SUPPORT's unit of issue;
11. Clearly identified and annotated changes on all copies;
12. Total dollar value of each invoice (reflecting changes to the shipment, if applicable);
13. Required Delivery Date (RDD) i.e. 5/3/12.

Packaging and Labeling:

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling standards in compliance 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 Code. Standard commercial markings for individual packages will be used to clearly mark and identify the nature of contents and the expiration date. All markings shall be clear, legible, non-fading, and durable. All items must be adequately protected at all times and inclement weather.

Inspection Requirements:

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

Note: 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.

Note: CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINTS AS DESIGNATED FOR INSPECTION OF HIS/HER PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

Note: RAPID GATE or other similar security clearance is currently a requirement for access to some military bases; the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

Note: All terms and conditions of solicitation SPE300-16-R-0010 are incorporated into this contract by reference. If any of those terms conflict with the terms herein the instant contract document, the latter will control. Clauses may be updated during contract performance if appropriate and as mutually agreed upon.

FINANCIAL IMPROVEMENT AUDIT READINESS (FIAR) POLICY

FIAR Policy requires all vendors to ensure that each customer sign, date and circle each receipt/invoice for every shipment made. Customer signatures, acquired by the vendor, from on board CS, DSO or duty station AOR, must be clearly legible.

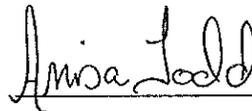
For all receipts/invoices - Manual signatures must be provided by each customer - this is mandatory. Electronic signature(s) for each receipt/invoice (via hand held gadget or otherwise) is not authorized and will not be processed for payment to the vendor. Vendor shall ensure that customer receives an official hard copy document of each completed receipt/invoice.

There is a possibility that vendors will need to allow for more time in between deliveries to allow receipt/invoices be in FIAR compliancy, before they turn them into FLC for processing in STORESWEB.

Company Representative Name

Signature & Date

Anisa Todd



04/01/2016