

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

PAGE 1 OF 3

2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT PACIFIC 1025 QUINCY AVE, SUITE 2000 BLDG 479 (2ND FLOOR) PEARL HARBOR HI 96860-4967 USA Initiator: Allison Higashi PSPPSH8 Tel: 808-474-2946 FAX: DSN 315-471-2983 Email: ALLISON.HIGASHI@DLA.MIL	CODE SPE302	7. ADMINISTERED BY (If other than Item 6) DLA TROOP SUPPORT PACIFIC 1025 QUINCY AVE, SUITE 2000 BLDG 479 (2ND FLOOR) PEARL HARBOR HI 96860-4967 USA		CODE SPE302

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOVES BAKERY, INC. 911 MIDDLE ST HONOLULU HI 96819-2317 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE302-18-D-W002
		10B. DATED (SEE ITEM 13) 2018 JUN 26
CODE 3H175	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Amy Wong DAW0016	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA - Amy Wong (Signature of Contracting Officer)	16C. DATE SIGNED 2018 AUG 23

The Administration Location Code is changed from
SPE302
DLA TROOP SUPPORT PACIFIC
1025 QUINCY AVE, SUITE 2000
BLDG 479 (2ND FLOOR)
PEARL HARBOR HI 96860-4967
USA

to
N/A

as indicated in Block 7.

The Basic Contract Administrator is changed from Mickey Skiles to N/A.

The Local Administrator is changed from Mickey Skiles to N/A.

The Payment Office is changed from
SL4701

DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 182317
COLUMBUS OH 43218-2317
USA

to
N/A

The Payment Terms are changed from Net 30 (Do not Use) to N/A.

Total amount of contract/order is () increased (x) decreased by 650,000.00 from \$650,000.00 to 0.00 .

Attachments**List of Attachments**

File Name	Description
ATTACH_Attachment_1_Revised_SOW	Modifica
ATTACH_Attachment_2_Label_Example	Modifica
ATTACH_Attachment_3_Continuation_Page_3	Modifica
ATTACH_Attachment_4_Vendor_Signed_Mod	Modifica

STATEMENT OF WORK

I. INTRODUCTION

- A. The Defense Logistics Agency (DLA Troop Support) intends to support the needs of its customers by entering into one (1) Indefinite Quantity Contract (IQC) per group to supply fresh **Bread and Bakery Items** to customers in **Oahu, Hawaii**. This procurement is being processed under the authority of **FAR 13.5** – “Test Program for Certain Commercial Items” and therefore will utilize simplified procedures. This award will be a **Total Small Business Set-aside using NAICS Code 311812, Size Standard 1000**. In accordance with 13 CFR 121.406(e), if at least 50% of the estimated contract value of an acquisition for multiple items is composed of items that are manufactured by small business concerns, then a waiver of the non-manufacturer rule is not required. As such, for this acquisition, it is expected that items comprising at least 50% of the contract value will be manufactured by small business concerns. This solicitation contains the estimated Bread and Bakery requirements for customers in one (1) group as follows:

GROUP I – HAWAII: Navy (Ships), Coast Guard (Ships), NOAA (Ships)

NOTE: Customers may be added or deleted during the period of the contract.
(SEE CONTRACT ADMINISTRATION DATA SECTION, ADDITIONAL CUSTOMERS FOR DETAILS)

- B. This contract will be a fixed price Indefinite Quantity Contract (IQC) for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.540(a)). The duration of the contract is for a term of 36 months (three year period) with three separate pricing tiers; the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award date and be for a 12 month period (August 5, 2018 – August 3, 2019). The second pricing tier shall be for the following 12 month performance period (August 3, 2019 – August 1, 2020). The third and final pricing tier shall be for the 12 month performance period (August 2, 2020 – July 31, 2021).

EFFECTIVE PERIOD OF CONTRACT/ORDERING/PERFORMANCE PERIOD:

The contract award is deemed effective when notification is mailed, transmitted, or otherwise provided and received by the contractor. The ordering period of the contract shall commence with placement of the first customer order, on or after Sunday, August 5, 2018 through Saturday, July 31, 2021 and delivery of any order will be completed on or before Friday, August 6, 2021.

- C. Delivery – Items should be routinely delivered in accordance with a 48 hour (skip day) delivery. The current delivery schedule for each location is set forth in the Schedule of Deliveries section.

II. GUARANTEED MINIMUM

- A. The guaranteed minimum on the resultant contract(s) is 25% of the awarded estimated value per each group.
- B. The maximum ceiling on the resultant contract(s) is \$650,000.00.

III. ORDER LIMITATIONS

- A. Minimum order: When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.
- B. The delivery order(s) shall specify delivery(ies) no less than 48 hours from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving

contractor no less than 24 hour notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

IV. SCHEDULE OF ITEMS

- A. If a customer desires to order an item that is not listed on the resultant contract(s), a written request to the DLA Troop Support Market Ready Contract Specialist shall be submitted to have the item added. The Contract Specialist will contact the vendor and arrange to have the item added to the STORES catalog in coordination with the Contracting Officer.
- B. Prior to its inclusion in the STORES catalog, the pricing for each additional item must be negotiated and the Contracting Officer must determine that the price for the respective item is fair and reasonable.
- C. Additional items may be added or removed from the contract; however, any items that are added may not increase the value of the contract above the contract maximum.
- D. **IMPORTANT NOTE: Items not on the STORES catalog CANNOT be ordered from the contractor under the resulting contract. Payments will not be made for items not appearing on the catalog at time of order.**
- E. The Government reserves the right to remove any items, absent an amendment, from the Schedule of Items for a Group in the event that one or more offerors fail to bid on all of the items. The Contracting Officer will complete his/her price evaluation by reviewing and comparing only common items bid by all offerors in this situation. Additional items bid on by the apparent awardee but not evaluated as part of the common item evaluation, may still be added to the final contract absent a separate modification upon a finding that the prices of those additional items are fair and reasonable.

V. ADDITIONAL CUSTOMERS

- A. The Government reserves the right to add or remove DoD and non-DoD customers from the same distribution area as the successful contractor, based on a mutually agreed upon implementation plan followed by formal modification to the contract(s).
- B. The increase in the new business will be reflected in the maximum ceiling.
- C. Additional customers are limited to those that receive Federal funding.
- D. The Government reserves the right to unilaterally remove DoD and non-DoD customers from the resultant award(s) by way of formal modification.

VI. CUSTOMER SERVICE POLICY

The contractor(s) shall treat each of the customers covered under the contract(s) as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under the resulted contract(s).

VIII. NON-MANUFACTURER /NON-DISTRIBUTER

All offerors are required to provide product originating from a sanitarily approved source and in delivery conveyances that are subject to the Sanitary Conditions clause in the solicitation. Offerors indicating a Place of Performance (manufacturing location) that is not under the day to day control and management of the offeror shall submit documentation that an agreement for production and distribution is in effect at the time of offer covering the period of the contract. The documentation must be signed by the offeror and the proposed subcontractor(s). This does not include similar entities & affiliates of the offeror but applies to non-manufacturers, partners, subcontractors and similar entities that would be performing on the proposed contract but are not the offeror itself. Offerors using a consortium, joint venture or other teaming

approaches shall provide evidence of experience pertaining to the execution of the requirements of the solicitation. The freshness requirement of the product being delivered may not be compromised. The offeror’s distance from the delivery location is very important. The offeror must be capable of delivering product to arrive at the delivery location the same day for emergency orders.

If you have any questions, please contact the Contracting Officer that is associated with this procurement. Contact information is provided below for your convenience.

Contract Specialist: Mickey W. Skiles
Phone: (808) 474-2946
Email: mickey.skiles@dla.mil

Contracting Officer: Amy Wong
Phone: (808) 474-2944
Email: amy.wong@dla.mil

CONTRACTOR’S CODING SYSTEM:

WITHIN 48 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.

GOVERNMENT OUALIFICATION:

The Government expects to award all items within a Group but reserves the right to award a contract with less than all listed items if determined to be in the Government’s best interests.

OFFEROR OUALIFICATION: (Qualifications Pertains to any conditions, deviations, or contingencies upon which offered prices are based).

INDICATE YOUR REGULARLY SCHEDULED NON-BAKE /NON-DELIVERY DAYS:

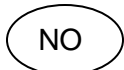
Thursday and Sunday

The delivery preference is for a 48 hour (skip day) delivery. Please address your ability to adhere to these delivery terms. Delivery is required 48 hours after order is placed. Orders may be placed with a longer lead- time; however, the minimum lead-time is “skip day”.

PLEASE PROVIDE ANY LIMITATIONS TO THIS ORDER LEAD TIME BELOW:

IS YOUR COMPANY EDI CAPABLE? (Please circle a response)

YES



EDI Code (if applicable): _____

Note: All Troop Support customers are currently processing orders and receipts through EBS.
Provide the following information for ordering, invoicing and payment purpose:

Point(s) of Contact for **ORDERING:** _____

Phone Number: (808) 842-3326 _____

Email & Fax Number: (808) 843-2604 _____

Point(s) of Contact for **INVOICING & PAYMENT:** Bobbi Goya _____

Phone Number: (808) 842-3384 _____

Email & Fax Number: Rgoya@lovesbakery.com/Fax: (808) 841-2646 _____

Ordering System

I. Subsistence Total Order and Receipt Electronic System (STORES)

- A. STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DLA TROOP SUPPORT for the purposes of contractor payment and customer billing.
- B. Customers will be able to order all of their Pastry requirements through STORES.
- C. Initially, a copy of the STORES Orders will be transmitted via FAX (unless they are an EDI vendor) from the customers listed in this solicitation to the successful awardee. While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.
- D. EDI capability is not a requirement for award under this solicitation; however, offerors should consider moving towards a fully functional EDI environment. In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:
- Catalog (Vendor to DLA TROOP SUPPORT)
 - Purchase Order
 - Functional Acknowledgment
 - Receipt
 - Invoice (optional at this time)
- E. It is preferred that the successful vendor has access to the Internet and is able to send and receive electronic mail (e-mail).
- F. The EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a 16 ounce loaf of whole wheat bread would be described as "Bread, Whole Wheat, Fresh, pan baked, round top, 16 oz. pg."
- G. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.**

II. Order Placement

- A. Customers shall place orders via STORES to accommodate order lead time stated on contract. Orders shall generally be sent no later than 10:00 a.m. two (2) days prior to the desired delivery date (or specified lead-time on contract) in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery except as noted on Section VI-A. Holidays of this Solicitation.
- B. The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the vendor shall either offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise the customer of its Not-in-Stock position.
- C. 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.
- D. All pricing is at the time the order is placed. There shall only be one invoice per purchase order and only one purchase order per day. 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.

DESCRIPTIONS/SPECIFICATIONS

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.
- B. Commercial standards should be used to maintain temperatures appropriate for the individual items. Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.

NOTE:

All products shall be produced using good commercial practices, which will result in all items being delivered being able to be used for their intended use. All products shall be processed, packaged, and packed in such a manner, to prevent crushing or damage to the product prior to delivery. Product **MUST** be allowed to cool sufficiently after baking so that condensation does not occur within the bags, which could result in molding of the product.

Contractor Quality Program

The contractor should develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

- Standardized product quality;
- The usage of First-In, First-Out (FIFO) principles;
- Product shelf life is monitored;
- Items are free of damage;
- Correct items and quantities are selected and delivered;
- Customer satisfaction is monitored;
- Product discrepancies and complaints are resolved and corrective action is initiated;
- Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;
- Compliance with EPA and OSHA requirements;
- Salvaged items or products shall not be used;

The vendor is responsible to contract for independent third party warehouse audits for each proposed place of performance as part of any resultant contract. At a minimum, the third party audits are to take place annually and submitted to the contracting officer within 30 days calendar days of completion of audit. The vendor must achieve a passing score without major deficiencies in order to continue performance under any resultant contract. The vendor is to submit a copy of each third party warehouse audit (i.e., American Institute of Baking (AIB) certification other state or federal sanitation inspections) to the contracting officer prior to contract award. Failure to submit timely and complete audit reports may result in termination of the contract (**Third party warehouse audits exclude Government agency audits**). The vendor shall have in place the proper temperature controls in their warehouse to ensure product is stored at commercially acceptable temperature settings.

Warehousing and Sanitation Program/Stored Product Pest Management

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request.

Contractor Quality Audits

The Government may conduct formalized audits to verify the vendor's adherence to the contract requirements and the quality of product being supplied under any resultant contract.

Recall Procedures Requirements

In the event that a product recall is initiated by the USDA, vendor, supplier or manufacturer, the vendor shall follow the procedures as outlined below:

- (1) Immediately notify the following personnel:
 - a. Customers that have received the recall product
 - b. DLA Troop Support Contracting Officer
 - c. DLA Troop Support Account Manager
 - d. DLA Troop Support Customer Safety Officer at 215 737 2922
- (2) Provide the following information to the DLA Troop Support Consumer Safety Officer:
 - a. Reason for recall
 - b. Level of recall, i.e., Type I, II or III
 - c. Description of product
 - d. Amount of product
 - e. List of customers that have received product
 - f. Name and phone number of responsible person (Recall Coordinator)
- (3) The vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.
- (4) At the discretion of the affected customers, the vendor shall either replace at no additional cost or adjust the invoice quantity for any recalled product. Delivery of replacement product shall occur at the discretion of the customer.

Food Defense/Force Protection

DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. The offeror must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. Contract awardee will ensure to complete security of all conveyances to any military installations. The offeror must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies. As the holder of a contract with the Department of Defense, the awardees should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardees to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.

Packaging, Packing and Labeling

- A. All packaging and packing shall be in accordance with good commercial practice. Ship Customers Pastry Products are to be delivered in commercial type containers (Disposable Boxes) which prevents crushing, as well as excess movement, of the product(s). Large size boxes capable of two (2) or more layers must include fiberboard strips from side to side and dividers from top to bottom for layered packing to prevent crushing of product(s). Boxes shall be filled to an acceptable level allowing for additional space to prevent crushing of the product(s). Single layer boxes are acceptable and must be filled to an acceptable level which will prevent crushing of the product(s). Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

- B. All items must be identified with readable dates (open code dates), coded dates, or with color-coded twist ties. Contractors that do not use open dating will provide a product code number key/twist tie color listing. The product code number key/color coded twist tie listing shall explain the actual date of production or processing. After award of contract under this solicitation, the successful awardee shall provide a copy of key/color codes listing to each destination's receiving officer and each destination's inspection agency prior to the first delivery. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under.
- C. All items must be adequately protected during inclement weather.

INSPECTION AND ACCEPTANCE

Inspection and Acceptance

- A. 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, Medical Personnel, or Contracting Officer.
- B. All deliveries are subject to military veterinary inspection. Contractor's delivery vehicles will stop and report to the veterinary inspection points as designated for inspection of its products before proceeding to any other designated delivery point. In addition, the delivery vehicles may be inspected for cleanliness and condition.
- C. The Food Service Officer (and/or) Authorized Receiving Official (ARO) at each delivery point (are/is) responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to inspection of the product. All overages, shortages, and/or returns are to be noted on the delivery ticket by the receiving official and the truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.

Rapid Gate Requirement and/or Other Security Programs

Many bases currently require enrollment in RapidGate and/or other security programs and will not allow entry without 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>.

The Defense Biometric Identification System (DBIDS) is a DoD-owned and operated system, required for access to Joint Base Pearl Harbor – Hickam. Contractor must take all necessary steps to obtain this in a timely manner after award. Failure to have clearance may result in a vendor being turned away from the base and being unable to complete delivery. There is no cost for DBIDS enrollment.

Warranties

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4(o) "Warranty" contained in the solicitation.

Rejection Procedures

- A. If product is determined to be defective, damaged, or compromised in any other manner, it may be rejected by the Authorized Receiving Official (ARO). All suspect items shall be segregated.
- B. When product is found to be nonconforming or damaged or otherwise suspect, the receiving personnel shall notify the Food Service Officer (FSO) (and/or) Authorized Receiving Official.
- C. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
- D. If an item is rejected at the time of delivery, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.
- E. If product is rejected after the delivery occurred, the vendor must pick up the rejected product at the time the next regular shipment is made.

Contract Closeout

Individual delivery orders shall be invoiced within five (5) days from the actual date of delivery. Cumulative delivery order closeout will result in total contract closeout. It is the Government's intent to closeout contracts within 60 days from the date of the final delivery.

DELIVERIES AND PERFORMANCE**I. TERMS OF INDEFINITE QUANTITY CONTRACT**

The resultant contract will be a fixed price Indefinite Quantity Contract (IQC) for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.540(a)). The duration of the contract is for a term of 36 months (three year period) with three separate pricing tiers; the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award date and be for a 12 month period (August 5, 2018 – August 3, 2019). The second pricing tier shall be for the following 12 month performance period (August 3, 2019 – August 1, 2020). The third and final pricing tier shall be for the 12 month performance period (August 2, 2020 – July 31, 2021).

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 delivery order lead time.

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).
- C. Deliveries are required as indicated and between the hours listed on the delivery under Times/Frequency. Occasionally, delivery times may need to be readjusted by the ordering activity.
- D. The customer will be responsible to notify the contractor of any changes in location or departure date.

- E. The contractor warrants that they will provide a person and telephone number where orders and changes can be received between 9:00 am and 4:00 pm, Monday through Saturday.

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	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence 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 orders, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation.

THE CONTRACTOR SHALL, WITHIN THREE (3) HOURS AFTER NOTICE THEREOF, DELIVER THE ITEM OR ITEMS TO SUCH CUSTOMER IN THE QUANTITIES SPECIFIED BY THE ORDERING OFFICER.

- 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.
- F. Vendors shall pick up empty pallets once delivery is complete

XI. Rim of the Pacific (RIMPAC) Exercise Support (Bi-Annual Military Exercise)**A. To support Replenishment at Sea (RAS) vendor shall adhere to the following guidelines:**

1. Pallets should be prepared for off load (from trucks) and shall be "SHRINK WRAPPED & LABELED. (See Attachment 2 Label Example)
2. All pallets should not exceed 40" HIGH INCLUDING PALLET". This is very important to assist with loading FRZ/CHL pallets double stacked into the refrigeration CONEX.
3. All pallets must be double shrink wrapped tightly from the top all the way down to the bottom of the pallet and around the wood of the pallet "BEFORE LOADING" for delivery. (Please make sure your drivers have extra shrink wrap in vehicle).
4. ALL PALLETS must be clearly marked with name of the ship, UIC/DoDAAC, total weight of pallet & if the products are FROZEN, CHILL & DRY. See Attached Label Example
5. For "TYPE" (on labels) mark with FROZEN, CHILL & DRY to assist with easier Identification of products on pallet & expedite the loading process.

6. When possible load delivery trucks by "Ships".in order to expedite the delivery process.

7. Pick up empty pallets once delivery is complete:

Removal of all pallets from the piers is required once delivery is complete to include pier access and dining facilities areas. Excess pallets hinder normal "daily operations" and "Emergency access". Drivers are required to double back to delivery points or wait for delivery completion to remove pallets after each delivery. It is requested that vendors mark pallets for easier identification.

Ships/ Submarine personnel are "Required to stack" reusable pallets for easier pickup removal. If pallets are not being stacked please notify FLS POC with location and ship/submarine's name

8. Labelling:

*** RAS involves multiple ships to be loaded so it is VERY IMPORTANT to LABEL all pallets to prevent products from being RAS to the WRONG ship. Please make sure all pallets are clearly marked. "DO NOT" mix products for different ships on the same pallet. ***

There will be a number of ships in port for the 1st & 3rd phase and pier space will be limited.

-

DELIVERIES WILL BE MADE TO:

NAVY, COAST GUARD AND NOAA SHIPS:

Various Home Ported and Visiting Navy Ships, NOAA Ships, and Coast Guard Cutters.

NAVY SHIPS

Multiple Pier Locations - Alongside MSCO, USN Vessels docked at Honolulu Piers, Pearl Harbor, Ford Island and West Lock.

(DELIVERY DAYS: Monday thru Saturday **TIME:** 0600-1500)

COAST GUARD SHIPS

Sand Island Access Road Honolulu,
HI

USCGC Oliver Berry (**Z13924**)

USCGC Walnut (**Z15245**)

USCGC Sherman (**Z11406**)

USCGC Kukui (**Z15243**)

(DELIVERY DAYS: Monday, Tuesday, Friday and Saturday **TIME:** 0600-1500)

NOAA SHIPS

1897 Ranger Loop
Honolulu, HI 96818

NOAA Ship Hi'ialakai (**139257**)

NOAA Ship **Reuben Lasker** (**139256**)

NOAA Ship Oscar Elton Sette (**139256**)

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.

**** Vendor must ensure that they have enough drivers to support the customers on the DLA Troop Support contracts. There is absolutely no flexibility on some of the Navy evolutions and the driver must be available at a specific time without a window for unloading (for example, deliveries to the Chill box which may occur once or twice every week; so delivery routes must be planned accordingly). The FLC will specify the times/priorities for deliveries to the Navy ships.**

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

CONTROLLED INDUSTRIAL AREA (CIA) SECURITY REQUIREMENTS

SECURITY REQUIREMENTS APPLICABLE FOR PEARL HARBOR NAVAL SHIPYARD & IMF'S CONTROLLED INDUSTRIAL AREA, OTHER SENSITIVE AREAS, CONTROLLED NUCLEAR INFORMATION AREAS, AND/OR NUCLEAR WORK AREAS (REVISED AUG 2013) (See Attachment 4)

CONTRACT ADMINISTRATION DATA

I. CONTRACTING AUTHORITY

- A. The DLA TROOP SUPPORT Contracting Officer is the only person authorized to approve changes to, or modify any requirement of, the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA TROOP SUPPORT Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DLA TROOP SUPPORT Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made to cover any costs associated with such change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.

II. INVOICING

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. Any changes must be made on the face of the invoice.
- B. All invoicing for payment is to be submitted electronically using the STORES/BSM Reconciliation (Recon) Tool website https://www.stores.dla.mil/stores_web/ (see pages 5 - 6).

No paper invoices shall be submitted to DFAS for payment.

Each invoice shall contain sufficient data for billing purposes. This includes:

1. Contract Number;
 2. Call Number or Delivery Order Number or Contract Order Number;
 3. Purchase Order Number;
 4. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
 5. DODAAC
 6. Item Nomenclature;
 7. LSN or NSN;
 8. Quantity purchased per item in DLA TROOP SUPPORT's unit of issue;
 9. Clearly identified and annotated changes on all copies;
 10. Total dollar value of each invoice (reflecting changes to the shipment, if applicable).
- C. All invoices must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.
 - D. Vendors shall submit **one invoice per purchase order.**
 - E. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.087 must be rounded up to \$1.09.
 - F. Information on the STORES/BSM Reconciliation (Recon) Tool invoicing website: To create an account, go to the website https://www.stores.dla.mil/acct_mgr_tool/Login.asp and select **New Account Request Form** and follow the directions. After registration, you will receive a User Name and Password to access data from your contract. You will then be asked to review data on the website and either post new lines or change existing lines on the site to reflect what was delivered. EDI invoices will be generated, which will be sent to the paying office for payment.
 - G. Vendor Reconciliation Tool - The STORES/BSM Reconciliation tool is available from the DLA Troop Support Subsistence Website at https://www.stores.dla.mil/acct_mgr_tool/Login.asp. This tool is only for vendors that have a DLA TROOP SUPPORT contract and are invoicing using the 810 transaction set. Both invoice and receipt information will be available for review on the EBS website by the Market Ready Vendor. In order to view information on this website you must apply for a password. The reconciliation tool will match the customers' receipts to the vendors' electronically submitted EDI 810 invoice. The vendors will be able to see the lines that did not match for review and possible update. A training tool is available on our homepage under Reconciliation tool training.
 - H. All vendors are required to obtain a Public Key Interface (PKI) certificate for each individual that will have access to the DLA Troop Support Reconciliation Tool.

III. PAYMENTS

- A. DFAS Columbus is the payment office for this acquisition.

Customers are to place orders electronically that will flow through the DLA TROOP SUPPORT ordering system STORES. In the temporary event that order cannot be conducted electronically, customers are to process orders manually and a copy of the signed invoices must also be faxed to the Contract Specialist at 808-474-2946.

- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".
- C. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS

Columbus will no longer forward a detailed summary of payment(s). This information will only be available from your bank.

- D. Payment is currently being made in approximately ten (10) days after the receipt of a proper invoice; however, payment is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- E. The Government intends to utilize Electronic Funds Transfer (EFT) to make payments under the resultant contract(s). However, the Government reserves the right to use a manual payment system, i.e. check, if the need arises. Refer to Clause 52.232-33 “Mandatory Information for Electronic Funds Transfer Payment”.
- F. VENDOR PAYMENT INQUIRY SYSTEM - ACCESS AT:
<https://myinvoice.csd.disa.mil/index.html>

IV. ADMINISTRATION

- A. Administration of the contract will be performed by DLA TROOP SUPPORT in Hawaii.
- B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product substitutions and delivery changes.
- C. The DLA TROOP SUPPORT Contracting Officer must approve any changes to the contract.

SHIP Name:

UIC:

WEIGHT:

TYPE:

The purpose of this modification is to add pallet pick-up instructions under section X. Bullet F and add Section XI. RIMPAC Exercise Support (Bi-Annual Military Exercise) delivery requirements and instructions in accordance with attached revised Statement of Work (SOW).

All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Blk. 18C SPE302	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT PACIFIC 1025 QUINCY AVE, SUITE 2000 BLDG 479 (2ND FLOOR) PEARL HARBOR HI 96860-4967 USA Initiator: Allison Higashi PSPPSH8 Tel: 808-474-2946 FAX: DSN 315-471-2983 Email: ALLISON.HIGASHI@DLA.MIL		CODE SPE302	7. ADMINISTERED BY (If other than Item 6) DLA TROOP SUPPORT PACIFIC 1025 QUINCY AVE, SUITE 2000 BLDG 479 (2ND FLOOR) PEARL HARBOR HI 96860-4967 USA	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOVES BAKERY, INC. 911 MIDDLE ST HONOLULU HI 96819-2317 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE302-18-D-W002
		10B. DATED (SEE ITEM 13) 2018 JUN 26

CODE 3H175 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

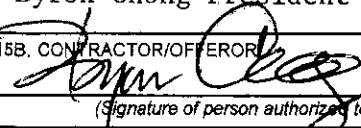
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Byron Chong President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED Aug. 22, 2018
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	

Attachments**List of Attachments**

File Name	Description
ATTACH_Attachment_1_Revised_SOW	Modifica
ATTACH_Attachment_2_Label_Example	Modifica
ATTACH_Attachment_3_Continuation_Page_3	Modifica