

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 3

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE	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	CODE SPE302	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. SPE30218R0006
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2018 AUG 30
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	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 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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

See Attached Continuation Sheet(s).

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)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

A. The purpose of this amendment is to apply the following:

1) To replace the previous Attachment 1 - Statement of Work (SOW) in its entirety.

B. All other terms and conditions remain the same.

Attachments**List of Attachments**

File Name	Description
ATTACH_Revised_SOW	Revised SOW

CONTINUATION OF BLOCKS FROM SF 1449

Block 8

Offer Due Date/Local Time: October 1, 2018 at 10:00 AM Hawaii Time Zone

Block 9

OFFER DUE DATE -- Proposals shall be received on or before the deadline of **October 1, 2018, at 10:00 am Hawaii Standard Time (HST)**.

Proposals shall be submitted by email only. Faxed proposals will not be accepted. Proposal shall be emailed to: Mickey Skiles at mickey.skiles@dla.mil and Amy Wong at amy.wong@dla.mil on or before the deadline.

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

Contract Specialist
Mickey Skiles
(808) 474-2946
Mickey.Skiles@dla.mil

Contracting Officer
Amy Wong
(808) 474-2944
Amy.Wong@dla.mil

The Email Subject Line shall be titled as follows:

Subject: Request for Proposal SPE302-18-R-0004_Name of Vendor
Example: **Request for Proposal SPE302-18-R0004_Big Red Company**

Block 10

NAICS: 311812

Size Standard: 1,000 Employees

Block 17a

- Offeror's assigned Data Universal Numbering System (DUNS) Number: _____
- Offeror's assigned Contractor and Government Entity (CAGE) Code: _____
- Fax Number(s): _____
- Email Address: _____

(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

Block 17b

Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449.)

Blocks 19-22

See Statement of Work (SOW) and Schedule of Items (SOI)

AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers, facsimile numbers, and emails for each authorized negotiator.

CAUTION NOTICE

This procurement is being solicited under the Federal Acquisition Regulations (“FAR”) 13.5-Simplified Procedures for Certain Commercial Items. Therefore, the Government will utilize simplified procedures for soliciting competition, evaluating offers, and awarding the contract. This procurement is being solicited on a set aside: 100% for small business. 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. Solicitation SPE300-18-R-0004 is designed to place Market Ready Fresh Bread and Bakery, all fully competitive, on contract for various Department of Defense (DoD) Land Customers in Oahu, in the State of Hawaii.

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 60 months (five year period) with four separate pricing tiers; the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award start date and be for a 24 month period (December 9, 2018 - December 5, 2020). The second pricing tier shall be for the 12 month performance period (December 6, 2020- December 4, 2021). The third pricing tier shall be for the 12 month performance period (December 5, 2021- December 3, 2022). The fourth and final pricing tier shall be for the 12 month performance period (December 4, 2022- December 2, 2023).

This solicitation contains the estimated **bread and bakery** requirements for customers in Big Island, Hawaii as follows:

Big Island, Hawaii Training Area Customers

APPLICABLE SOURCE RESTRICTION: The Berry Amendment, contained in Defense Federal Acquisition Regulation Supplement (“DFARS”) 252.225-7012 and included in the instant solicitation, is applicable. This regulation mandates that all food items, including Bread and Bakery, provided under the instant solicitation and resulting contract be produced and manufactured in the United States.

IMPORTANT: The Government intends to make award, based on initial offers, to the responsible offeror that conform(s) to the solicitation requirements and offer(s) the lowest aggregate price. Please be aware that any proposal submitted in response to this solicitation MUST comply fully with its terms and conditions.

All proposals must contain all pertinent information required by the solicitation. Said information will be reviewed by the Contracting Officer for completeness and accuracy. Providing an incomplete proposal and/or inaccurate information may result in the proposal being deemed technically unacceptable by the Contracting Officer. If such a determination is made, the technically unacceptable proposal will be immediately removed from competition and therefore ineligible for the award.

Subsistence Total Order and Receipt Electronic System (STORES)

STORES (Purchase Order is Term used for STORES Orders)

The automated STORES will be used to the maximum extent practical on the resultant contract(s) from this solicitation. Orders will be sent via a computer-generated fax (STORES order). In order to facilitate the receipt and payment process, there is specific information contained on the STORES order that MUST be mirrored on the vendor's invoice. The information may have to be hand-written on the invoice. Please ensure the information is correct and legible. Invoices for those customers placing orders under STORES must be submitted for payment to the following address:

DFAS BVDP (SL4701)
P.O. Box 369031
Columbus, Ohio 43236-9031

Electronic Invoicing by Suppliers via Electronic Commerce/Electronic Data Interchange (EDI):

All suppliers are required to process invoices electronically, either by EDI or through STORES. An electronic invoicing system expedites payments by providing a real time system for invoice processing. In an effort to ensure that your firm is paid promptly for products that you supply, we want to utilize the best business practices available. The business practices of today reflect increased utilization of Electronic Commerce/Electronic Data Interchange providing more timely and cost effective ways of information exchange. DLA Troop Support, Subsistence is migrating towards more and more use of the electronic mediums available to conduct business with you as our business partners. The Defense Logistics Agency has undergone an Enterprise Business Systems (EBS) initiative. This EBS initiative will change the way you currently invoice. EBS conforms to a strict adherence of detailed line item payment in concert with the order. The manual paperwork will no longer be a viable way to invoice. Invoices need to be submitted for payment promptly after delivery. Our intention is to provide you a quick and easy way to submit your invoices for payment and to help ensure prompt and accurate payments. Efforts have been underway for some time to bring a resolution for you to be able to accomplish Electronic Data Interchange with the invoices. Alternatives available are:

1. If your company is able to exchange information electronically through ANSI X12 format, we could set your company up as an EDI vendor immediately, being able to receive orders and send invoices electronically.
2. There are companies available who, for a fee, will turn your flat files into EDI Invoices (810

transactions).

3. The STORES/BSM Reconciliation (Recon) Tool web application is used to submit your invoices electronically. This system can be found on the DLA TROOP SUPPORT web page for Subsistence, https://www.stores.dla.mil/stores_web/default.aspx. You will be issued a User ID and Password, after properly registering for this site. This application will allow you to see on the website receipts by the customers, for your contracts only. You can review the receipt and, if in agreement you will simply type in an invoice number to submit your invoice to DFAS. This receipt information is available at this website for 8 weeks. The user will have the ability to add lines or change existing lines to reflect what was delivered. The changes will be e-mailed to your DLA Troop Support Account Manager, who will work at resolving the differences; however, the customer must make the corrections electronically. Vendors are encouraged to wait until the receipt is adjusted to submit their invoices. The system will be updated daily from the receipt files. Invoices submitted using this website will generate an EDI invoice to flow through the paying process at DFAS. If you need additional information on electronic or alternate electronic invoice processing contact your DLA TROOP SUPPORT Account Manager or Buyer or use the Recon Training Tool. **One of the above methods must be used as paper invoices are no longer a viable option.**

A sample STORES order is illustrated below for informational purposes only. The information indicated in the five elements below is required to be identified on the vendor's invoice in order for the vendor to be promptly paid by DFAS. These elements are on the system generated STORES STORES order, and the information needs to be transferred to the invoice.

1. Contract Number - e.g. SPE302-18-D-W001 (on attached sample). This number will remain constant throughout the life of the contract.
2. Call Number - e.g. 0006 (Lap ID number of the purchase order). This number will change with every order.
3. Lead Contract Line Item Number (CLIN) - e.g. 19 (This is the item number on the STORES purchase order). This number will change with every order.
4. STORES Purchase Order Number - e.g. W81YMG13060865. This number will change with every order.
5. Required Delivery Date (RDD) - e.g. 5/3/18. This date will change with each order. Each order will contain similar information. Contractor is responsible to extract the correct information from the STORES order for each invoice.

SAMPLE OF SENT ORDER DETAILS

Purchase Order Number:	W81YMG13060865
Contract Number:	SPE30218DW001
Vendor:	VENDOR NAME
Call Number:	0006
Ordering Point:	W81YMG
Ship To DoDAAC:	W81YMG
RDD:	5/3/2018
Receipt Date:	
Source of Receipt:	Manual

Include?	CLIN	Document Number	Stock Number	FIC	Description	U/M	PRF	DLA TROOP SUPPORT		Order Qty	Receipt Qty	Cost	Proj Code
			Part Number					U/I	Price				
<input type="checkbox"/>	19	FT1234913203	892001E114646 24415		BREAD, WHITE, FRESH, PAN BAKED, SANDWICHED ENRICHED 16 OZ PG	PG	1	PG	\$1.13	12		\$13.56	
<input type="checkbox"/>	20	FT123490913204	892001E115994 53067 21321		BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ PG	PG	1	PG	\$1.98	10		\$19.80	
<input type="checkbox"/>	21	FT123490913206	892001E119580 1220		ROLLS, HAMBURGER, FRESH, SLICED WHITE, W/ SESAME SEEDS, 12 PER 23 OZ PG	PG	1	PG	\$1.88	10		\$18.80	
Total:												\$52.16	

CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

NOTICE TO OUR VALUED OFFEROR

The following attached forms require information to be furnished by each offeror. Any questions may be directed to the Contract Specialist at the telephone number shown or email listed on the cover sheet of this solicitation.

Each offeror is required to submit the following with its proposal:

1. AIB Documentations, each third party warehouse audit (i.e. AIB Certifications, other State or Federal sanitation inspection). For additional information/requirements see Quality Requirements section, herein.
2. A copy of current Wholesale Price List
3. Sign and Return any/all amendments
4. Return one (1) complete copy of the solicitation
5. A copy of the Schedule of Item Spreadsheet

Each offeror should also:

1. Review the Addendum to FAR 52.212-1 (Instructions to Offerors – Commercial Items), FAR 52.212-2 (Evaluation – Commercial Items), and FAR 52.212-4 (Contract Terms and Conditions – Commercial Items)
2. Complete Standard Form 1449: 17a, 30a, b and c
3. Complete all Supplies/Prices “Schedule of Items” sheets (Offered Prices) and Qualifications
4. Complete the CAGE Code and DUNS
5. Complete all of the following and any additional Offeror Representations and Certifications:
 - AUTHORIZED NEGOTIATORS
 - FAR 52.212-3 Offeror Representations and Certifications -- Commercial Items. (Standard Form 1449 - Page 10-20)
 - DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal (Standard Form 1449 - Page 20)
 - DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law.
 - FAR 52.215-6 PLACE OF PERFORMANCE
6. ALL VENDORS MUST BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) TO RECEIVE ANAWARD. SEE CLAUSE 52.212-4(t)

GO TO [HTTPS://WWW.SAM.GOV](https://www.sam.gov) FOR DETAILS

Please submit the CAGE Code: _____

NOTE: The list of proposal submission requirements is for convenience purposes only. This list is not intended to be all-inclusive. Offerors are responsible for carefully reviewing the entire solicitation to ensure they submit all information required by the solicitation.

STATEMENT OF WORK

I. SUPPLIES OR SERVICES AND PRICES

1. 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) to supply fresh **Bread and Bakery Items** to customers in **Big Island, 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. The resultant 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. Offerors are required to offer on all items in the Schedule of Items for zone (1); failure to do so may result in exclusion from award. This solicitation contains the estimated Bread and Bakery requirements for customers in Big Island, HI as follows:

Big Island, Hawaii Training Area Customers

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

B. 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 60 months (five year period) with four separate pricing tiers; the pricing will remain firm fixed for each pricing tier.**

The first pricing tier shall begin on the award start date and be for a 24 month period (December 9, 2018 – December 5, 2020).

The second pricing tier shall be for the 12 month performance period (December 6, 2020– December 4, 2021).

The third pricing tier shall be for the 12 month performance period (December 5, 2021– December 3, 2022).

The fourth and final pricing tier shall be for the 12 month performance period (December 4, 2022– December 2, 2023)

EFFECTIVE PERIOD OF CONTRACT/ORDERING/PERFORMANCE PERIOD:

A contract resulting from this solicitation will become effective on the date of award. 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, December 9, 2018 through Saturday, December 2, 2023 and delivery of any order will be completed on or before Friday, December 8, 2023.

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.

2. GUARANTEED MINIMUM/MAXIMUM

A. The guaranteed minimum on the resultant contract(s) is 25% of maximum estimated dollar value: \$125,000.00. The maximum estimated cumulative 60 months dollar value is \$500,000.00.

3. PRICING

A. The Schedule of Items in Attachment #2 represents 100% of the estimated dollar value of this procurement for the sixty (60) month period. Offerors must submit pricing information on the pricing spreadsheet (Tier 1, Tier 2, Tier 3 and Tier 4). The pricing will remain firm fixed for each pricing tier.

B. Offerors are required to submit a copy of their current Wholesale Price List, Catalog Price Schedule or other documents containing commercial pricing information.

C. Prices shall be FOB Destination only.

D. Offerors are required to cross-reference the prices on the Wholesale Price List, Catalog Price Schedule or other pricing documents to the item number on the solicitation. There are several ways of accomplishing this, including writing the item number, as specified in the solicitation, next to the price and item description on the price list. Additionally, the Wholesale Price should be completed in Attachment #2 (Column "E"). Please do not submit a separate list of information especially prepared for this solicitation; the pricing catalog, complete with cross-references, is requested.

E. In order to accommodate the Government's ordering system, the Subsistence Total Order and Receipt Electronic System ("STORES"), unit prices are limited to a maximum of two (2) places after the decimal point (reference Clause DLAD 52.214-9008 "Rounding Off of Offer and Award Price – Alternate I").

For example, a price of \$2.215 or higher must be rounded up to \$2.22 and a price of \$2.214 or lower must be rounded down to \$2.21. In addition, the system requires that prices be fixed for a certain period of time as specified in the solicitation.

F. All prices are the current price when the customer places the order.

4. 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. Anticipated quantities/sales from new customers may not exceed the \$500,000.00 contract maximum.
- 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.

5. 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).

6. NEGOTIATIONS

For the subject acquisition, the Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct negotiations if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest, and waives informalities and minor irregularities in offers received. If discussions are held, initial responses to negotiations shall be in a form of communication customary in the industry for transmitting information to include phone, facsimile transmission, letter, in-person and e-mail. However, any information provided during negotiations, to include all changes to the initial offer, must be reduced to writing and transmitted to the DLA Troop Contracting Officer by the time and date specified at the time of Final Proposal Revisions. Information not submitted to the DLA TROOP SUPPORT Contracting Officer by the specified date and time will not be considered by the Government during final evaluations.

7. NON-MANUFACTURER / NON-DISTRIBUTER

All offerors are required to provide product originating from a sanitarly 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.

8. SCHEDULE OF ITEMS (SOI)

- A. If a customer desires to order a bread 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 of \$500,000.00**
- 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. For evaluation purposes, the Government reserves the right to remove any items, absent an amendment, from the Schedule of Items 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.

Attached to this solicitation is the Schedule of Items (SOI) Excel spreadsheet to submit requested information. Please make sure to read these instructions to fill out the SOI spreadsheet correctly.

- 1. SOI has one tab for each tier included in this solicitation as follows:
 - a. Tab 1: Wholesale Price PKG Information
 - b. Tab 2: Tier 1 Pricing
 - c. Tab 3: Tier 2 Pricing
 - d. Tab 4: Tier 3 Pricing
 - e. Tab 5: Tier 4 Pricing
 - f. Tab 6: Aggregate Prices
- 2. The Government has provided you with the customers' requirements and auto calculations as follows:
- 3. Offerors are expected to complete all the information requested as follows for each item:

Column Name	Description
Item	Item Number
Item Name/Description	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".
Minimum PKG Size	This column describes the minimum package size acceptable by customers.
Estimate LBS	This column represents the estimated number of LBS to be ordered for each period to include Tier 1, Tier 2 and Tier 3.
Price per LBS	This column auto calculates the Price per LBS as follow: (Price per PKG/PKG Size in oz.)*16 oz. = Price per LBS
Total Price per LBS	This column auto calculates the Sub-Total as follow: Price per LBS*Estimate LBS=Sub-Total per estimated LBS
Aggregate Price	This column auto calculates the Aggregate Price per item from each tab including tier 1, 2, 3, and 4.

The Government will not be responsible for any failure attributable to the transmission or receipt of the Email offer.

Government has provided you with the customer's requirements and auto calculations as follows:

Offerors are expected to complete all the information requested as follows for each item:

Column Name	Description
Product Code	Company Product Code or UPC.
Count per PKG	Indicate the count per package.
PKG Size in OZ	Indicate the package size in ounces.
Price per PKG	Offerors should submit prices by the "Package Price (PKG) and the spreadsheet includes an auto calculation to convert the specified package size/price to the price per pound (LB). The price per "LB" will be used for evaluation of offers; however, the price per "PKG" will be used for ordering/billing.
Wholesale Price	Indicate the wholesale price from the customer Wholesale Price List
Remarks	Write any comment you have for that specific item, such as: different size offered that does not meet minimum requirement, no bid on this item, difference in the item name/description, etc.

THIS SPREADSHEET MUST BE USED TO INSERT THE REQUIRED PRICING DATA. ALL FIELDS IN THE SPREADSHEET MUST BE COMPLETED AND MUST BE INCLUDED ALONG WITH THE EMAILED DELIVERED OFFER.

FAILURE TO CORRECTLY AND COMPLETELY PROVIDE THE INFORMATION ABOVE COULD LEAD TO YOUR COMPANY'S BID BEING CONSIDERED NON-RESPONSIVE AND WILL NOT BE EVALUATED FOR AWARD. PROVIDING THIS INFORMATION IS NOT OPTIONAL, IT IS REQUIRED

9. 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.

10. GOVERNMENT QUALIFICATIONS

ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR.
THE GOVERNMENT RESERVES THE RIGHT TO AWARD A CONTRACT OF LESS THAN ALL ITEMS IF DELETION WILL BE IN THE GOVERNMENT'S BEST INTEREST.

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

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

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 NO

EDI/GS ID 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: _____

Email & Fax Number: _____

Point(s) of Contact for **INVOICING PAYMENT** _____

Phone Number _____

Email & Fax Number _____

II. ORDERING, DELIVERIES AND PERFORMANCE

1. 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 Electronic Data Interchange ("EDI") 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 Bread and bakery requirements through STORES.
- C. Initially, a copy of the STORES Orders will be transmitted via FAX from the customers listed in this solicitation to the successful awardee(s). 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)
 - STORES Order
 - Functional Acknowledgment
 - Receipt
 - Invoice (optional at this time)
- E. It is mandatory that the successful vendor has access to the Internet. It is preferred they are able to send and receive electronic mail (email).
- F. **Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. Standard rounding methods must be observed. For example, a price of \$4.574 or lower must be rounded down to \$4.57 and a price of \$4.575 or higher must be rounded up to \$4.58.**
- G. 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."

1. ORDER PLACEMENT

- 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.

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).

- B. 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 page 16 of 31 (see Holidays). Holidays of this Solicitation.
- C. 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.
- D. 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.
- E. All pricing is at the time the order is placed. There shall only be one invoice per STORES order and only one STORES 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.

2. STORES ORDER

There shall only be one invoice per STORES order and only one STORES 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 STORES order.

3. 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 60 months (five year period) with four separate pricing tiers; the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award start date and be for a 24 month period (December 9, 2018 – December 5, 2020). The second pricing tier shall be for the 12 month performance period (December 6,

2020– December 4, 2021). The third pricing tier shall be for the 12 month performance period (December 5, 2021– December 3, 2022). The fourth and final pricing tier shall be for the 12 month performance period (December 4, 2022– December 2, 2023)

4. 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.

5. 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.

6. NO SUBSTITUTIONS

- A. If an item is not available, vendor is NOT to substitute an item without having a separate STORES 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 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, vendors 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. 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, vendors 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.
- D. 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.

7. 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.

- B. Holidays celebrated by your firm other than those specified above must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

8. 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.

9. 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.
9. Any other conditions not specified above that are deemed to be valid reasons for return by the customer as approved by the Contracting Officer.

10. 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.

11. 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, STORES order number, government unit of issue. Total quantity shall be based on Government unit of issue.
- C. A copy of the coding system and tare weight of the items to be delivered is requested by consignee.
- D. 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.
- E. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.
- F. 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, by contractor personnel.

III. PACKAGING, PACKING AND LABELING

1. 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.

2. 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.
3. All items must be adequately protected during inclement weather.

IV. INSPECTION AND ACCEPTANCE

1. POINT OF 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.

2. 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**.
 1. 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.
 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 Food and Drug Administration (FDA).
- B. "Frozen Product"- Items received from the mainland, slacked to shelf ready condition, and distributed will not be subject to the 24-48 hour baking freshness requirement. The offeror must indicate which items are not freshly baked in the spreadsheet (SOI). Please note: the customer requirement is currently for fresh items, any alternate items including frozen product must be accepted by the customers. All frozen items must have seven (7) days of shelf life remaining.

- C. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. FOOD DEFENSE/FORCE PROTECTION

DLA Troop Support 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.

8. RAPID GATE/DBIDS

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.

9. 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.

10. 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.

V. CONTRACT ADMINISTRATION DATA

1. 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.

2. 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. STORES 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 STORES 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.

3. 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 emailed to the DLA Troop Support Pacific, Procurement Office Hawaii's Group Email Address:

TroopSupportPacificProcurement-Hawaii@dla.mil

- 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>

4. ADMINISTRATION

- A. Administration of the contract will be performed by:

Defense Logistics Agency (DLA) Troop Support Pacific
Procurement Office Hawaii (POH)
1025 Quincy Ave., Suite 2000, Bldg 479 (2nd Floor)
Pearl Harbor, HI 96860-4967

- 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 Pacific Contracting Officer must approve any changes to the contract.

5. FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the Contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the Contractor shall notify the Contracting Officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the Contracting Officer that supplies acquired hereunder have been recalled, the Contractor shall either (a) accept certificates of destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the Contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the contiguous United States shall be paid by the Contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

6. NON-COMPETE PROVISION

The offeror warrants that upon receiving the award, it will not actively promote, engage, or market any of the customers on this acquisition away from the resultant DLA Troop Support contract and onto a bread and bakery subsistence contract of any other Government agency or

commercial entity. This prohibition is in effect during the life of the resultant contract(s) and restricts competition in the specific area that is the subject of this acquisition. A violation of this term may result in the Contracting Officer not exercising any applicable option terms, documenting this action as part of the awardee's past performance data, and taking other appropriate recourse as permitted by law.

7. 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.

SCHEDULE OF DELIVERIES

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.

DELIVERIES WILL BE MADE TO:

BIG ISLAND, HAWAII Training Area Customers

Army Pohakaloa Training Area (YRTISA)

Building T-83
Saddle Road, Mile Marker 36
Hilo, HI 96721

Marines Pohakaloa Training Area (MEF310)

Saddle Road, Mile Marker 36
Hilo, HI 96721

Marines Pohakaloa Training Area (M98256)

Building 238B
Saddle Road, Mile Marker 36
Hilo, HI 96720

**** 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).**

Solicitation Provisions

Addendum to FAR 52.212-1, Instructions to Offerors -- Commercial Items

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b). Submission of offers.

See Standard Form 1449 (Continuation Sheet), Attachment -1, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

Faxed offers **ARE NOT** authorized for this solicitation. **Please submit offers via Email.**

OFFER DUE DATE -- Proposals shall be received on or before the deadline of **October 1, 2018, at 10:00 am Hawaii Standard Time (HST).**

Proposals shall be submitted by email only. Faxed proposals will not be accepted.

Proposal shall be emailed to: Mickey Skiles at mickey.skiles@dla.mil and Jean Ross at amy.wong@dla.mil on or before the deadline.

The Email Subject Line shall be titled as follows:

Subject: Request for Proposal SPE302-18-R-0004 _Name of Vendor

Example: Request for Proposal SPE302-18-R0004 _Big Red Company

Proposals received after the deadline will be processed in accordance with the requirements located in FAR 52.212-1 (f).

Please email any questions to Mickey Skiles at mickey.skiles@dla.mil and Jean Ross at amy.wong@dla.mil.

Please make sure to read the instructions below to fill out the Schedule of Items (SOI) spreadsheet correctly. The offeror shall fill out white columns only. Ensure all (Attachment 2) Schedule of Supplies Spreadsheet Tabs are completed as follows:

Tab 1 WholesalePricePKGInfo

Tab 2 Tier 1 Pricing

Tab 3 Tier 2 Pricing

Tab 4 Tier 3 Pricing

Tab 5 Tier 4 Pricing

Tab 6 Aggregate Prices

1. Paragraph (c) Period for acceptance of offers.

Period of acceptance is 120 days.

2. Paragraph (e) Multiple offers.

Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

3. **Paragraph (h) multiple awards.**

The Government intends to make a single award.

Addendum to FAR 52.212-2, Evaluation -- Commercial Items

The following paragraphs of 52.212-2 are amended as indicated below:

Evaluation -The Government will award a contract resulting from this solicitation to the responsible offeror is the **Lowest Price Technically Acceptable (LPTA)**. The Government reserves the right to conduct discussions in the event that any issues arise requiring negotiations as per FAR 52.212-1.

1. **Pricing** – Pricing is required for all items found in the Schedule of Items. The Government will perform an aggregate price analysis for all items found in the Schedule of Items. To determine an offeror’s evaluated aggregate price per item, the estimated quantities in the Schedule of Items will be multiplied by the price per pound to determine each tier’s sub-total price. Each item under the sub-total price will be added together to calculate the aggregate total price per tier (Tab 6- Aggregate Prices). **Each offeror’s total aggregate price will be evaluated to determine fair and reasonableness with the ultimate award decision being based on the Lowest Price Technically Acceptable (LPTA).** The government reserves the right to remove item(s) from the schedule of Items or do a common item comparison if offerors do not submit pricing for all items. In addition, the Government will evaluate different sized offers based on price per pound. For example, a 15 oz loaf at \$1.50 (\$1.60 per pound) would be lower cost than a 13 oz loaf at \$1.56 (\$1.92 per pound).

2. **Technical Acceptability** – Each offer will be evaluated to determine technical acceptability. A proposal that takes exception to solicitation terms and conditions or that fails to comply with all submission requirements may be deemed technically unacceptable and, thus, may be found ineligible, and removed from further consideration, for the award. By submitting a proposal with no exceptions, an offeror is confirming it possesses the necessary facilities, equipment, technical skills and capacity to successfully provide all items required by this solicitation.

(b) Paragraph (b) is deleted in its entirety as they are no options for this procurement.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer’s specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

FAR 52.215-6, Place of Performance (October 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

Contract Clauses

Addendum to FAR 52.212-4 Contract Terms and Conditions -- Commercial Items

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:

“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized receiving official.”

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(b) Changes.

(1) In addition to bilateral modifications, the Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

(i) Method of shipment or packing;

(ii) Place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

3. Paragraph (m), Termination for Cause

Delete paragraph (m) in its entirety and substitute the following:

(m) *Termination for Cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of **\$1,350.00** as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government

improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

4. Paragraph (o), Warranty, is revised to add the following:

The supplies furnished under the resultant contract 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 in accordance with FAR Clause 52.212-4(o)“Warranty”.

5. Paragraph (r) Compliance with laws unique to Government contracts is revised to include the following:

(r) The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

6. Paragraph (t) System for Award Management.

Add the following paragraph:

1. Definitions.

“System for Award Management (SAM) Database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

“Data Universal Number System (DUNS) Number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) Number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the System for Award Management database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database.
- (3) The Government has validated all mandatory data fields to include

validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record "Active".

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **December 9, 2018 through December 8, 2023, not to exceed \$500,000.00, whichever occurs first.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) (1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

52.216-22 –Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 8, 2023.

(End of Clause)