

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

1. REQUISITION NUMBER
1000027264

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2. CONTRACT NO.
SPE300-14-D-W428

3. AWARD/EFFECTIVE DATE
2014 SEP 24

4. ORDER NUMBER

5. SOLICITATION NUMBER
SPE300-14-R-0049

6. SOLICITATION ISSUE DATE
2014 AUG 04

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY
DLA TROOP SUPPORT
DIRECTORATE OF SUBSISTENCE
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA
Local Admin: Samuel E. Monge-Pastor PSPTPE9 Tel: 215-737-3644 Fax: 215-737-7081
Email: SAMUEL.MONGE-PASTOR@DLA.MIL

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 HUBZONE SMALL BUSINESS EDWOSB NAICS:
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A) SIZE STANDARD:

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

12. DISCOUNT TERMS
Net 10 (Do not Use)

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

13b. RATING
14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
SEE SCHEDULE
Naval Ships Pastry

16. ADMINISTERED BY
SEE BLOCK B
Criticality: PAS None

17a. CONTRACTOR/ OFFEROR CODE 9P945 FACILITY CODE
UNITED STATES BAKERY DBA FRANZ
FAMILY BAKERIES
2008 S WELLS ST
SEATTLE WA 98144-2237
USA
TELEPHONE NO. 2067287512

18a. PAYMENT WILL BE MADE BY CODE SL4701
DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 369031
COLUMBUS OH 43238-9031
USA

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

28. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$470,891.98

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. SPE30014R0049 OFFER DATED 2014-Sep-18 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Rick Robertson

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Dean L. Schoenmaker

30b. NAME AND TITLE OF SIGNER (Type or Print)
Rick Robertson

30c. DATE SIGNED
9/24/14

31b. NAME OF CONTRACTING OFFICER (Type or Print)
DEAN L. SCHOENMAKER

31c. DATE SIGNED
2014 SEP 24

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Period of Performance: 09/28/2014 through 09/23/2017

Part 12 Clauses

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

52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD

Attachments**List of Attachments**

Description	File Name
ATTACH.Award Franz	Award Franz Bakery SPE300-14-D-W428.pdf
ATTACH.Price Matrix	Franz Bakery Price Matrix SPE300-14-D- W428.xlsx

Terms of Indefinite Quantity Contract

The duration of the contract is for a term of 36 months (three year period). Pricing for all items will have two separate pricing tiers and the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award date and be for a 24 month period (September 28, 2014 – September 24, 2016). The second pricing tier shall be for the following 12 month performance period (September 25, 2016 – September 23, 2017). **The effective period of this contract shall be from September 28, 2014 until September 23, 2017.**

MINIMUM DOLLAR VALUE IS 25% OF THE ESTIMATE:	\$58,861.50
ESTIMATED DOLLAR VALUE OF AWARD GROUP III:	\$235,445.99
MAXIMUM DOLLAR VALUE IS 200% OF THE ESTIMATE:	\$470,891.98

This contract incorporates by reference all of the terms and conditions found in the following documents: SPE300-14-R-0049 (solicitation dated August 27, 2014) and the awardee's offer(s) dated August 25, 2014, September 16, 2014, and September 18, 2014.

Points of Contact

POINT(S) OF CONTACT FOR ORDERING: Jamie Moreno

PHONE NUMBER: (503) 232-2191 Ext. 4490

EMAIL: Jamie.moreno@usbakery.com

POINT(S) OF CONTACT FOR INVOICING & PAYMENT: Janice Crumbaker

PHONE NUMBER: (503) 232-2191 Ext. 4260

EMAIL: Janice.crumbaker@usbakery.com

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 72 hours after baking.
 - Brown and Serve Rolls must be delivered within 36 hours after production.
 - Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.
- B. Commercial standards should be used to maintain temperatures appropriate for the individual items.
- C. **WITHIN 72 HOURS OF RECEIPT OF NOTICE OF AWARD, CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THE CONTRACTOR'S CODING SYSTEM (PULL DATE, COLOR CODES, ETC.) THIS IS A MANDATORY REQUIREMENT.**

Deliveries and Performance

I. ITEM AVAILABILITY

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

II. 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.

III. 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.

IV. 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.

V. HOLIDAYS

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

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

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

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

VI. EMERGENCY ORDERS

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

VII. 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.

VIII. 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.

IX. DELIVERY

- A. A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled.

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

Rapid Gate

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

Schedule of Delivery Points- Group III

Naval Ships Bremerton, Bangor, Everett (Pastry)

Group III – Washington Ships		Delivery Time	Frequency
NO.	ACTIVITY		
1.	FISC Bremerton (N0040A) 467 W. Street C 431 Bremerton, WA 98314-5100 POC: David Crichton Phone: (360) 476- 4206 Email: david.crichton@navy.mil	By Noon	(5) Five Days per Week
2.	NAV SUB Base Bangor (N0040C) Bldg. 2101 Bangor, WA 98315 POC: David Crichton Phone: (360) 476- 4206 Email: david.crichton@navy.mil	0700-1600	Monday's, Wednesday's, And Friday's
3.	FISC DETACHMENT EVERETT (N0040D) 467 W. Street C 431 Everett, WA 98207-0001 POC: David Crichton Phone: (360) 476- 4206 Email: david.crichton@navy.mil	By Noon	(5) Five Days per Week
4.	MSC SHIPS WASHINGTON (N0040E) 467 W. Street C 431 Bremerton, WA 98314-5100 POC: David Crichton Phone: (360) 476- 4206 Email: david.crichton@navy.mil	By Noon	(5) Five Days per Week

Vendor requires 72 hour lead-time; some items need longer lead-time as noted in the Schedule of Items:

Note 1 - items available Monday and Friday only.

Note 2 – items available Monday, Thursday, and Saturday.

Note 3 – items need to be ordered 96 hours in advance.

Note 4 – items available Friday only (order one week in advance).

Vendor Delivery Days: Monday, Tuesday, Thursday, Friday, and Saturday

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.

FOR DELIVERIES MADE TO SHIPS, ALL ITEMS ARE REQUIRED TO BE PACKAGED IN DISPOSABLE, NON RETURNABLE CARDBOARD BOXES SUITABLE FOR STACKING.

NOTE: FOR ALL GROUPS (EXCEPT DELIVERIES MADE TO SHIPS): SHELF STOCKING IS REQUIRED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE WHEREVER PRACTICABLE UNLESS CUSTOMER REQUESTS TRUCK TAIL-GATE DELIVERY.