

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

1. REQUISITION NUMBER 1000034538		PAGE 1 OF 4	
2. CONTRACT NO. SPE300-15-D-W455	3. AWARD/EFFECTIVE DATE 2015 MAR 18	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-15-X-0009
7. FOR SOLICITATION INFORMATION CALL:		6. SOLICITATION ISSUE DATE 2015 FEB 18	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5099 USA Local Admin: Samuel E. Monge-Pastor PSPTPE9 Tel: 215-737-3844 Fax: 215-737-7091 Email: SAMUEL.MONGE.PASTOR@DLA.MIL	CODE SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:
---	----------------	---

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 days	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

16. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE BLOCK 9 Circuitry: PAS None	CODE SPE300
--------------------------------	------	---	----------------

17a. CONTRACTOR/ OFFEROR UNITED STATES BAKERY DBA FRANZ FAMILY BAKERIES 2008 S WELLS ST SEATTLE WA 98144-2237 USA TELEPHONE NO. 2067287512	CODE 8P945	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	CODE SL4701
--	---------------	---------------	--	----------------

<input type="checkbox"/> 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. <input type="checkbox"/> 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) \$150,000.00
---------------------------------------	---

<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.

<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT; REF. SPE30015-0009 OFFER DATED 2015-Mar-03 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:
---	---

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or Print) Rick Robertson, Gen Mgr.	31b. NAME OF CONTRACTING OFFICER (Type or Print) DEAN L. SCHOENDORFER
30c. DATE SIGNED 3/19/15	31c. DATE SIGNED 2015 MAR 19

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

Period of performance 04/19/2015 through 04/22/2017 or \$150,000.00 whichever occurs first.

Part 12 Clauses**252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD****Attachments****List of Attachments**

Description	File Name
ATTACH.Award Document	Award Franz Bakery SPE300-15-D-W455.pdf
ATTACH.Award Table Matrix	Award_Table_SPE30015DW455.xlsx

Terms of Indefinite Delivery Purchase Order Contract

The duration of the contract is for a term of 24 months (two year period) or \$150,000.00 whichever comes first. Pricing for all items is firm fixed. **The effective period of this contract shall be from April 19, 2015 until April 22, 2017.**

ESTIMATED DOLLAR VALUE OF AWARD ;	\$59,410.18
MAXIMUM DOLLAR VALUE IDPO IS:	\$150,000.00

This contract incorporates by reference all of the terms and conditions found in the following documents: SPE300-15-X-0009 (solicitation dated February 18, 2015) and the awardee's offer dated March 5, 2015, and revised offer on March 13, 2015.

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: Stephanie Nelson

PHONE NUMBER: (503) 232-2191 Ext. 4467

EMAIL: Stephanie.Nelson@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 and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day/non-delivery day, these items must be delivered no more than 48 hours after baking.
 - Brown and Serve Rolls must be delivered within 36 hours after production.
 - Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.
- B. Commercial standards should be used to maintain temperatures appropriate for the individual items. 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.

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 delivery order lead time.

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 6:00 am and 1:00 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.

- 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. **Holiday – Schedules will be provided prior to the Holiday.**

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

Yakima Training Center Washington State		Delivery Time	Frequency
NO.	ACTIVITY		
1.	Yakima Training Center (YRWH01) Bldg. 830 Cold Creek Road, Yakima, WA 98901 POC: Linda Harris Phone: (253) 967- 1650 Email: linda.harris@us.army.mil	0700- 1100	Three to five Deliveries Per Week

Region – Idaho State Locations		Delivery Time	Frequency
NO.	ACTIVITY		
1.	The Wagon Wheel (FT9158) 400 7 TH Avenue Bldg. 2316 Mountain Home Air Force Base ID 83648 POC: Sargent Michael Buckley Phone: (208) 828-8004 Email: michael.bucley@mountainhome.af.mil	060- 1200	One (1) Delivery Per Month
2.	Idaho Air National Guard (FT6112) Gowen Field Bldg. 2316 Bose, ID 83705 POC: Sargent Scott Ross Phone: (206) 422-6707 Email: scott.ross.1@ang.af.mil	0600- 1200	One (1) Delivery Per Month
3.	366 Medical Nutritional Group (FT4897) 90 Hope Drive Bldg. #6000 Mountain Home, ID 83648 POC: Srta. Mayra Hernandez Phone: (208) 828-7860 Email: mayra.hernandez@mountainhome.af.mil	0600- 1200	One (1) Delivery Per Month

Lead time for Yakima Training Center, Washington = 96 Hours

Lead time for Mt, Home, Idaho = 120 Hours