

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

2. CONTRACT NO. SPE302-17-D-5001			3. AWARD/EFFECTIVE DATE 2017 MAR 19		4. ORDER NUMBER		1. REQUISITION NUMBER 1000053912		PAGE 1 OF 8		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No collect calls)			6. SOLICITATION ISSUE DATE 2017 FEB 13		

9. ISSUED BY DLA TROOP SUPPORT PAC/FIC 440 FULLER WAY, BLDG 280 PEARL HARBOR HI 96860-4967 USA Local Admin: Amy Wong DAW0016 Tel: 808-474-2944 Email: Amy.Wong@dlm.mil			CODE SPE302	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							
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		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							

15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY SEE BLOCK 9 Criticality PAS None							CODE SPE302
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17a. CONTRACTOR/OFFEROR UNITED STATES BAKERY DBA Franz Family Bakeries 2006 S Weller St SEATTLE WA 98144-2237 USA TELEPHONE NO. 2067267512			CODE 9P945	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
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<input type="checkbox"/> 17d. 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							
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$150,000.00							
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<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.							
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<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 type="checkbox"/> 29. AWARD OF CONTRACT. REF. _____ OFFER DATED 2017-Feb-24 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: Franz's							
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 							
30b. NAME AND TITLE OF SIGNER (Type or Print) JOSEPH KURZENDORFER SALES MNGR			30c. DATE SIGNED 3-13-17	31b. NAME OF CONTRACTING OFFICER (Type or Print) Amy Wong				31c. DATE SIGNED 2017 MAR 10			

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000053912	PAGE 1 OF 8
2. CONTRACT NO. SPE302-17-D-5001	3. AWARD/EFFECTIVE DATE 2017 MAR 19	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE302-17-X-0001	6. SOLICITATION ISSUE DATE 2017 FEB 13	
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 PACIFIC 440 FULLER WAY, BLDG 280 PEARL HARBOR HI 96860-4967 USA Local Admin: Amy Wong DAW0016 Tel: 808-474-2944 Email: Amy.Wong@dlia.mil		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 <input type="checkbox"/> HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812 <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 (Do not Use)		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO SEE SCHEDULE	16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR UNITED STATES BAKERY DBA Franz Family Bakeries 2006 S Weller St SEATTLE WA 98144-2237 USA TELEPHONE NO. 2067267512	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	16. ADMINISTERED BY CODE SPE302			
<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
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25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$150,000.00		
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<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 <u>1</u> 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 type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED <u>2017-Feb-24</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: <u>Franz's</u>		
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)	31c. DATE SIGNED 2017 MAR 10		

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 (YY/MM/DD)
		42d. TOTAL CONTAINERS

## I. AWARD

The terms and conditions set forth in the solicitation SPE302-17-X-0001, dated February 13, 2017 and Schedule of Items Price Schedule are incorporated into this contract.

## II. PERFORMANCE PERIOD

Effective Period of the Contract: March 19, 2017 through March 19, 2018.

Ordering commences on March 19, 2017.

## III. ESTIMATED DOLLAR VALUE / GUARANTEED MINIMUM / MAXIMUM

The guaranteed minimum and maximum, although based on estimates, are a firm dollar amount calculated as a percentage of the estimated dollar value; the minimum contract dollar value below constitutes the Government's legal ordering obligation under the contract. The maximum contract dollar value is the legal limit of dollars that can be obligated against this contract.

Contract Award Amount: \$55,453.58  
25% Minimum Guarantee: \$13,863.40  
Maximum Not-To-Exceed Ceiling: \$150,000

## IV. ATTACHMENTS

Statement of Work  
Price Schedule

CONTINUED ON NEXT PAGE

**SECTION F - DELIVERIES OR PERFORMANCE****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****SECTION I - CONTRACT CLAUSES****252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS**

(a) *Definitions.* As used in this provision—  
“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS**

(a) *Definitions.* As used in this clause—  
“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

(1) Is—

(i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or  
(ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration

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regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions*. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts*. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

## **252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS**

(a) *Definitions*. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or  
(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan

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and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

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(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

- (i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and
- (ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report*. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement*. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software*. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection*. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis*. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information*. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD*. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD*. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements*. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts*. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR**

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS**

## SECTION J - LIST OF ATTACHMENTS

### List of Attachments

Description	File Name
ATTACH.Statement of Work	SOW.docx
ATTACH.Schedule of Items Price List	Copy of

## STATEMENT OF WORK

### I. INTRODUCTION

- A. The Defense Logistics Agency (DLA Troop Support) intends to support the needs of its customers by entering into one (1) Indefinite Delivery Purchase Order (IDPO) per region to supply fresh **Bread and Bakery Items** to the customers stated in the area below.

This solicitation contains the estimated bread and bakery requirements for customers in **Region 1 – Elmendorf Air Force Base, Alaska Customer List.**

The resultant contract will be an Indefinite Quantity Contract (IQC) type that provides 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 16.504(a)). The total contract period will not exceed 12-months.

- B. **The resultant award will be issued as an IDPO not to exceed twelve months or \$150,000 aggregate value, whichever occurs first.** The effective ordering period of any contract resulting from this solicitation shall begin from March 19, 2017 through March 19, 2018.
- C. Delivery – Items should be routinely delivered in accordance with offerors stated lead time; or an alternate delivery schedule as specified or mutually agreed and reduced to written modification. The current delivery schedule for each location is set forth on Deliveries section. Offerors shall indicate their agreement to the current schedule or propose an alternate schedule. Delivery on all products is required, no less than on a weekly basis and should be in accordance with standard commercial practice.

### II. PRICING

- A. The Schedule of Items in Attachment #2 represents 100% of the estimated dollar value of this procurement for the twelve-month period. Offerors must submit pricing information on the pricing spreadsheet.
- B. Offerors are required to submit an electronic 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. **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.
- F. Prices for the contract(s) resulting from this solicitation will be FIRM FIXED for all items for twelve months.

### III. ORDER LIMITATIONS

- A. Minimum order: When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

#### **IV. SCHEDULE OF ITEMS**

- A. 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. The STORES catalog for this contract will only consist of items solicited in the Schedule of Items of this solicitation.
- B. If a customer desires to order a bread or pastry item not listed on the resultant contract, 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.
- C. 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.
- D. Additional items may be added or removed from the contract; however, any items that are added may not increase the contract maximum of \$150,000.
- E. The Government reserves the right to remove any items from the Schedule of Items from the Group should an (all) offeror(s) not bid on all items in any Group.

#### **V. ADDITIONAL CUSTOMERS**

- A. The Government reserves the right to add 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.
- B. The increase in the new business will not change the contract maximum of \$150,000.
- 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 by way of formal modification.

#### **VI. CUSTOMER SERVICE POLICY**

The contractor shall treat each of the customers covered under the contract 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.

#### **VII. NON-MANUFACTURER / NON-DISTRIBUTOR**

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

performing on the proposed contract but are not the offeror itself. Offerors using a consortium, joint venture or other teaming approaches shall provide evidence of experience pertaining to the execution of the requirements of the solicitation. The freshness requirement of the product being delivered may not be compromised. The offeror's distance from the delivery location is very important. The offeror must be capable of delivering product to arrive at the delivery location the same day for emergency orders.

## **Ordering System**

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

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

### II. Order Placement

- A. Customers shall place orders via STORES to accommodate order lead time stated on contract. Orders shall generally be sent no later than 10:00 a.m. two (2) days prior to the desired delivery date (or specified lead-time on contract) in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery except as noted on Section VI-A. Holidays of this Solicitation.
- B. The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item. If it appears that the vendor will not be able to fulfill the order in time to meet the

required delivery date, the vendor shall either offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise the customer of its Not-in-Stock position.

- C. There shall be no line-item (LSN) additions to existing STORES orders. Requirements for additional LSN's to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.
- D. All pricing is at the time the order is placed.

### Purchase Orders

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

## **DESCRIPTIONS/SPECIFICATIONS**

### Product Quality

- A. Acceptance of supplies awarded under this solicitation will be limited to fresh product and/or product brought in from the lower 48 states frozen, slacked to ambient/shelf ready condition.
- B. All fresh products delivered under this contract must conform to the following **freshness requirements.**
  - Bread, Cakes, Doughnuts, Muffins, Pies and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day/non-delivery day, these items must be delivered no more than 48 hours after baking.
  - Brown and Serve Rolls must be delivered within 36 hours after production.
- C. "Frozen Product"- Items received from the lower 48 states frozen, 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. 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.
- D. 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.

### Packaging, Packing and Labeling

- A. All packaging and packing shall be in accordance with good commercial practice.
- B. All items must be identified with readable dates (open code dates), coded dates, or with color-coded twist ties. Contractors that do not use open dating will provide a product code number key/twist tie color listing. The product code number key/color coded twist tie listing shall explain the actual date of production or processing. After award of contract under this solicitation, the successful awardee shall provide a copy of key/color codes listing to each destination's receiving officer and each destination's inspection agency prior

to the first delivery. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

- C. All items must be adequately protected during inclement weather.

### 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.

### Contractor Quality Program

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

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

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

### Warehousing and Sanitation Program/Stored Product Pest Management

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide

Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request.

### Contractor Quality Audits

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

### Recall Procedures Requirements

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

(1) Immediately notify the following personnel:

- a. Customers that have received the recall product
- b. DLA Troop Support Contracting Officer
- c. DLA Troop Support Account Manager
- d. DLA Troop Support Customer Safety Officer at 215 737 2922, email [dscpconssafofc@dla.mil](mailto:dscpconssafofc@dla.mil)

(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.

### Non-Compete Provision

The offeror warrants that it will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DLA Troop Support contract and onto a contract of any other Government agency or commercial entity. This prohibition applies both on a pre-award and post-award basis.

### Food Defense/Force Protection

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

supporting our customers. It is incumbent upon the awardees to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.

### 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>.

### Warranties

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

### Rejection Procedures

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

### Contract Closeout

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

## **Deliveries and Performance**

## **I. TERMS OF INDEFINITE QUANTITY CONTRACT**

The duration of the contract is for an IDPO not to exceed TWELVE months or \$150,000 aggregate value, whichever occurs first beginning on Sunday, March 19, 2017 through Monday, March 19, 2018.

## **II. ITEM AVAILABILITY**

All items must be available in sufficient quantities to fill the customers' requirements. All deliveries must be made in accordance with the contractually established delivery order lead time.

## **III. DELIVERY INSTRUCTIONS**

- A. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.
- B. Deliveries shall be made when and as requested by the Ordering Officer(s) of the activity concerned, and shall be accompanied by the delivery ticket of the dealer in triplicate, showing the exact quantities delivered. Deliveries shall be made by the contractor any day except Holidays, between the hours and location specified by the ordering officer (see Delivery Points /Schedule).
- C. Deliveries are required as indicated and between the hours listed on the delivery under Times/Frequency. Occasionally, delivery times may need to be readjusted by the ordering activity.
- D. The customer will be responsible to notify the contractor of any changes in location or departure date.
- E. The contractor warrants that they will provide a person and telephone number where orders and changes can be received between 9:00 am and 4:00 pm, Monday through Saturday.

## **IV. DELIVERY VEHICLE REQUIREMENTS**

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

## **V. SUBSTITUTIONS PROCEDURES**

- A. If an item is not available, vendor is NOT to substitute an item without having a separate purchase order for the additional item. Customer MUST zero-out unavailable item(s) in STORES. Customer will be directly responsible for payment of any items not appearing on a STORES purchase order.
- B. The customer must authorize any substitution to their order prior to delivery. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid the full amount and will only be reimbursed for the unit price shown in the catalog.
- C. If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

## **VI. HOLIDAYS**

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

New Year's Day  
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.

## **VII. EMERGENCY ORDERS**

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

## **VIII. AUTHORIZED RETURNS**

- A. The contractor shall accept returns under the following conditions:
  - 1. Products shipped in error;
  - 2. Products damaged in shipment;
  - 3. Products with concealed or latent damage;
  - 4. Products that are recalled;
  - 5. Products that do not meet shelf life requirements;
  - 6. Products that do not meet the minimum quality requirements;
  - 7. Products delivered in unsanitary vehicles;
  - 8. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.
- B. Any other conditions not specified above that are deemed to be valid reasons for return by the customer.

## **IX. SHORT SHIPMENTS/SHIPPING ERRORS**

- A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error must be picked up by the vendor on the same day or by the next delivery day after notification by the ordering activity.

## **X. DELIVERY**

- A. A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled.
- B. It is mandatory that the Delivery Ticket include the contract number, call number, lead CLIN number, purchase order number, government unit of issue. Total quantity shall be based on Government unit of issue.
- C. Prices cited on delivery tickets for STORES orders will be the prices at the time of order and not the prices at time of delivery.

- D. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.
- E. Items will be off-loaded from the contractor(s) vehicle(s) and contractor personnel will place items delivered inside the dining halls, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable.

**Schedule of Delivery Points**

<b>Region I – Elmendorf AFB, Alaska</b>		<b>Delivery Time</b>	<b>Frequency</b>
<b>NO.</b>	<b>ACTIVITY</b>		
1.	<b>Iditarod Dining Hall (FT9125)</b> 8088 25 <sup>th</sup> Street Bldg. 7535 Elmendorf AFB, AK 99506 <b>POC:</b> Kevin Moore / TSgt Joshua Wilson Phone: (907) 552-2528 / 3114 <b>Email:</b> TBD	0600-1000	Three Deliveries Per Week (Monday, Wednesday, Friday)
2.	<b>Wilderness Inn DFAC (WFRSF4)</b> 5 <sup>th</sup> Street Bldg. 647 Fort Richardson, AK 99505 <b>POC:</b> Mary O’Loughlin / Debra Rivera Phone: (907) 384-1869 / 2851 <b>Email:</b> TBD	0600-1000	Three Deliveries Per Week (Monday, Wednesday, Friday)
3.	<b>Gold Rush Inn DFAC (WFRDF4)</b> Richardson Drive Bldg. 655 Fort Richardson, AK 99505 <b>POC:</b> Mary O’Loughlin / Debra Rivera Phone: (907) 384-1869 / 2851 <b>Email:</b> TBD	0600-1000	Three Deliveries Per Week (Monday, Wednesday, Friday)

**CONTRACT ADMINISTRATION DATA**

**I. CONTRACTING AUTHORITY**

- A. The DLA TROOP SUPPORT Contracting Officer is the only person authorized to approve changes to, or modify any requirement of, the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA TROOP SUPPORT Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DLA TROOP SUPPORT Contracting Officer, the change will be considered to have been made without

authority and no adjustment will be made to cover any costs associated with such change.

- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.

## II. INVOICING

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. Any changes must be made on the face of the invoice.
- B. All invoicing for payment is to be submitted electronically using the STORES/BSM Reconciliation (Recon) Tool website [https://www.stores.dla.mil/stores\\_web/](https://www.stores.dla.mil/stores_web/) (see pages 4 - 5).

### **No paper invoices shall be submitted to DFAS for payment.**

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

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

### III. PAYMENTS

- A. DFAS Columbus is the payment office for this acquisition.  
**Customers are to place orders electronically that will flow through the DLA TROOP SUPPORT ordering system STORES. In the temporary event that order cannot be conducted electronically, customers are to process orders manually and a copy of the signed invoices must also be faxed to the Contract Specialist at 808-471-0125.**
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".
- C. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s). This information will only be available from your bank.
- D. Payment is currently being made in approximately ten (10) days after the receipt of a proper invoice; however, payment is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- E. The Government intends to utilize Electronic Funds Transfer (EFT) to make payments under the resultant contract(s). However, the Government reserves the right to use a manual payment system, i.e. check, if the need arises. Refer to Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment".
- F. VENDOR PAYMENT INQUIRY SYSTEM - ACCESS AT:  
<https://myinvoice.csd.disa.mil/index.html>

### IV. ADMINISTRATION

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

SPE302-17-X-0001 Bread Bakery Items for Customers in Anchorage, Alaska

Offeror's Name: United States Bakery d/b/a Franz Family Bakeries

CAGE Code: 9P945

**Complete all CLINs.**

DUNS Code: 2941169

CLIN#	Item Description	Minimum pkg size (ounce)	Specify Product Code	Specify Wholesale Price	Specify Count Per Pkg	Specify Total Oz's per PKG	Estimate Usage (12 months Total) Ordered	Initial Price per Pkg	Auto CALC Price Per Lb (1/G*16)	AUTO CALC Total Price (H*1) Estimate Usage	Lead Time	Remarks
0	Bread / Example	16 oz per loaf	12345	\$2.30	1	16	1,000	\$2.00	\$2.00	\$2,000.00		
00	Rolls / Example	24 oz per PKG	12346	\$3.00	6	24	500	\$3.00	\$2.00	\$1,500.00		
1	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	24 oz per PKG	70008	\$3.09	1	24	2,316	\$1.95	\$1.30	\$4,516.20	72 hrs	Baked in Anchorage, AK
2	BREAD, WHITE, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 22 OZ PG	22 oz per PKG	70001	\$4.09	1	22	304	\$2.01	\$1.46	\$611.04	72 hrs	Baked in Anchorage, AK
3	BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	24 oz per PKG	89598	\$3.16	1	24	776	\$1.85	\$1.23	\$1,435.60	72 hrs	Baked in Anchorage, AK
4	BREAD, SOURDOUGH, FRESH, SLICED, 24 OZ EA	24 oz per loaf	89608	\$3.16	1	24	12	\$1.85	\$1.23	\$22.20	72 hrs	Baked in Anchorage, AK
5	BREAD, WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ PG	24 oz per PKG	70003	\$3.09	1	24	4,056	\$2.01	\$1.34	\$8,152.56	72 hrs	Baked in Anchorage, AK
6	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 22 OZ PG	22 oz per PKG	70421	\$3.45	12	22	874	\$1.96	\$1.43	\$1,713.04	72 hrs	Baked in Anchorage, AK
7	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 18 OZ PG	18 oz per PKG	70404	\$3.69	12	18	2,571	\$2.08	\$1.85	\$5,347.68	72 hrs	Baked in Anchorage, AK
8	MUFFIN, ENGLISH, FRESH, 6 PER 13 OZ PG	13 oz per PKG	70600	\$2.67	6	13	1,635	\$1.55	\$1.91	\$2,534.25	72 hrs	Baked in Seattle
9	ROLLS, HOAGIE/SUBMARINE, FRESH, 6 PER 16 OZ PG	16 oz per PKG	70408	\$3.23	6	16	4,087	\$1.75	\$1.75	\$7,152.25	72 hrs	Baked in Anchorage, AK
10	ROLLS, HAMBURGER, FRESH, WHEAT, PAN BAKED, 4.5 IN., 12 PER 30 OZ PG	30 oz per PKG	74549	\$3.79	12	30	3,774	\$2.96	\$1.58	\$11,171.04	72 hrs	Baked in Anchorage, AK
11	BREAD, WHOLE GRAIN, FRESH, SLICED, 22 OZ PG	22 oz per PKG	70005	\$3.09	1	22	3,930	\$2.01	\$1.46	\$7,899.30	72 hrs	Baked in Anchorage, AK
12	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, 20 OZ PG	20 oz per PKG	70132	\$3.95	1	20	1,196	\$3.65	\$2.92	\$4,365.40	72 hrs	Baked in Portland, OR
13	BREAD, HONEY OAT, FRESH, 24 OZ PG	24 oz per PKG	89605	\$3.16	1	24	30	\$1.85	\$1.23	\$55.50	72	Baked in Anchorage, AK
14	BREAD, CINNAMON, FRESH, 20 OZ PG	20 oz per PKG	70131	\$4.31	1	20	24	\$3.95	\$3.16	\$94.80	72 hrs	Baked in Portland, OR
15	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, SEEDED, PAN BAKED, 12 PER 22 OZ PG	22 oz per PKG	70422	\$3.45	12	22	128	\$2.99	\$2.17	\$382.72	72 hrs	Baked in Anchorage, AK
Total Aggregate Price:										\$55,453.58		