

|   |                                   |  |  |   |          |   |            |
|---|-----------------------------------|--|--|---|----------|---|------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br/>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>   |                                   |  |  | 1. REQUEST NUMBER<br>1000052837   |          | PAGE 1 OF 7   |            |
| 2. CONTRACT NO.<br>SPE300-17-D-W538   |                                   | 3. AWARD/EFFECTIVE DATE<br>2017 MAR 29   |  | 4. ORDER NUMBER   |          | 5. SOLICITATION NUMBER<br>SPE300-17-X-0008  |            |
| 7. FOR SOLICITATION INFORMATION CALL:   |                                   | a. NAME  |  | b. TELEPHONE NUMBER (No collect calls)  |          | 8. SOLICITATION ISSUE DATE<br>2017 JAN 24   |            |
| 9. ISSUED BY<br>DLA TROOP SUPPORT<br>DIRECTORATE OF SUBSISTENCE<br>700 ROBBINS AVENUE<br>PHILADELPHIA PA 19111-5095<br>USA<br>Local Admin: Brenda Madison PSPTPC Tel: 215-737-0738 Fax: 215-737-4246<br>Email: BRENDA.MADISON@DLA.MIL                       |                                   |  |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812<br><input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: |          |   |            |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |                                   | 12. DISCOUNT TERMS<br>Net 10 days  |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>   |          | 13b. RATING   |            |
| 15. DELIVER TO<br>SEE SCHEDULE  |                                   |  |  | 16. ADMINISTERED BY<br>SEE BLOCK 10<br>Criticality: PAS: None   |          |   |            |
| 17a. CONTRACTOR/ OFFEROR<br>UNITED STATES BAKERY DBA Franz Family Bakeries<br>2008 S Weller St<br>SEATTLE WA 98144-2237<br>USA<br>TELEPHONE NO. 2067267512  |                                   | 18a. PAYMENT WILL BE MADE BY<br>DEF FIN AND ACCOUNTING SVC<br>BSM<br>P O BOX 182317<br>COLUMBUS OH 43218-2317<br>USA |  | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><input type="checkbox"/>   |          | 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   |                                   |  |  |   |          | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>\$150,000.00   |            |
| 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.   |                                   |  |  |   |          | 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. |            |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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. SPE30017X0008 OFFER DATED 2017-Feb-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<br>  |                                   |  |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br>  |          |   |            |
| 30b. NAME AND TITLE OF SIGNER (Type or Print)<br>Rick ROBERTSON   |                                   | 30c. DATE SIGNED<br>3/29/17  |  | 31b. NAME OF CONTRACTING OFFICER (Type or Print)<br>WARREN R. BROWN   |          | 31c. DATE SIGNED<br>2017 MAR 29   |            |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>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

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

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 (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

This award is based on the proposal received from Franz Bakeries on February 16, 2017.

This Indefinite Delivery Purchased Order (IDPO), SPE300-17-X-0008 is designed to provide Market Ready Fresh Bread and Bakery Items for various Department of Defense ("DoD") customers in Montana.

This IDPO includes a base period not to exceed twenty-four (24) months or \$150,000.00 aggregate value, whichever occurs first.

Effective Ordering Period: Sunday, May 21, 2017 - Saturday, May 18, 2019.

(Prices will be fixed for a 2-year performance period).

Group 1: Malmstrom Central Distribution Center, Elkhorn Dining Facility, Anaconda Job Corp, Child Development Center, and Malmstrom Air National Guard, Montana.

Attachment:

Award Text for SPE300-17-D-W536 W/ Schedule of Items and Pricing Spreadsheet..

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## Part 12 Clauses

**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 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)

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**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 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.

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(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.*

(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://ase.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.

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(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)

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

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

## **Award Text for SPE300-17-D-W536**

### **Group I: Bread & Bakery Products for Customers in Montana.**

This Indefinite Delivery Purchase Order (IDPO), SPE300-17-D-W536 is designed to provide Market Ready Fresh Bread and Bakery items for various Department of Defense ("DoD") customers in Montana.

This IDPO includes a base period not to exceed twenty-four (24) months or \$150,000 aggregate value, whichever occurs first.

#### **EFFECTIVE ORDERING PERIOD:**

Sunday, May 21, 2017 through Saturday, May 18, 2019

(Prices is fixed for a 2-year performance period)

**Group I:** Malmstrom Central Distribution Center; Elkor Dining Facility; Youth Center at Malmstrom; Child Development Center; Montana Air National Guard.

This contract incorporates by reference all of the terms and conditions found in the following documents solicitation SPE30017X0008 and base on proposal received from Franz Bakeries on February 16, 2017.

#### **EFFECTIVE PERIOD OF CONTRACT/ORDERING/PERFORMANCE PERIOD:**

The contract award is deemed effective when notification is mailed, transmitted, or otherwise provided and received by the contractor. The ordering period of the contract shall commence with placement of the first customer order, on or after Sunday, May 21, 2017 and continue through Saturday May 18, 2019 and delivery of any order will be completed on or before Friday, May 24, 2019.

Delivery – Items should be routinely delivered in accordance with offerors stated lead time and the customer's delivery schedule; 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 Schedule of 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.

#### **Minimum Order Quantity:**

The minimum requirement is \$35.00 per purchase Order  
Order falling below the minimum are not required to be honored by contractors.

The Government reserves the right to remove any items from the Schedule of Items should an (all) offeror(s) not bid on all the items in the Group.

Delivery – Items should be routinely delivered in accordance with offerors stated lead time and the customers delivery schedule; 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 Schedule of 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.

**GUARANTEED MINIMUM/MAXIMUM:**

There is no guaranteed minimum.

The IDPO includes a base period not to exceed twenty-four (24) months or \$150,000.00 aggregate value, whichever occurs first.

**PRICING:**

Pricing for this resultant contract will be Firm Fixed for all items during the contract performance period.

**Price Audits:**

The Government reserves the right to conduct additional price audits to verify accuracy and recoup overcharges. In such instances, contractors will be required to supporting price documentation.

The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 2 years after final payments under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention.

All pricing is effective at the time order is submitted.

**SCHEDULE OF ITEMS:**

**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.**

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.

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.

Additional items may be added or removed from the contract; however, any items that are added may not increase the value of the contract maximum of \$150,000.00.

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.

For evaluations purposes, the Government reserves the right to remove any items, absent an amendment, from the Schedule of Items for a Group in the event that one or more offerors fail to bid on all of the items. The Contracting Officer will complete his/her price evaluation by reviewing and comparing only common items bid by all offerors in this situation. Additional items bid on by the apparent awardee but not evaluated as part of the common item evaluation, may still be added to the final contract absent a separate modification upon a finding that the prices of those additional items are fair and reasonable.

**ADDITIONAL CUSTOMERS:**

The Government reserves the right to add DoD and non-DoD customers from the same or adjacent distribution area as the successful contractor, based on a mutually agreed upon implementation plan followed by formal modification to the contract.

The increase in the new business will not change the contract maximum of \$150,000.00.

Additional customers are limited to those that receive Federal funding.

The Government reserves the right to unilaterally remove DoD and non-DoD customers from the resultant award by way of formal modification.

**CUSTOMER SERVICE POLICY:**

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

**NON-MANUFACTURER / NON-DISTRIBUTER:**

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

**CONTRACTOR'S CODING SYSTEM:**

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.

OFFEROR QUALIFICATION: (Qualification pertains to any conditions, deviations, or contingencies upon which offered prices are based).

**ORDER and Delivery Qualifications: 96 HOURS ORDER LEAD TIME FOR ALL ITEMS**

**REGULARLY SCHEDULED/ NON-DELIVERY DAYS: Wednesday, Saturday, and Sunday**

**Delivery days: Monday, Tuesday, Thursday, and Friday.**

**Place Order on:**

**Day to be Delivery:**

**Monday**

**Thursday**

**Tuesday**

**Friday**

**Thursday**

**Monday**

**Friday**

**Tuesday**

There is a 4 day lead time for all items on this contracts.

**Information for ordering, invoicing and payment purpose:**

Point(s) of Contact for **ORDERING:** Thea Martinez

Phone Number: 503-232-2191 EXT 4490

Email & Fax Number: Thea.martinez@usbakery.com

Point(s) of Contact for **INVOICING & PAYMENT:** Stephanie Nelson

Phone Number: 503-232-2191 EXT 4490

Email & Fax Number: Stephanie.nelson@usbakery.com

**FOR ALL DELIVEY LOCATION INSPECTION REQUIREMENT: CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERNINARY INPSPECTION POINT AS DESIGNATED FOR INSPECTION OF THEIR PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT(S).**

(Please note: Rapid gate is currently a requirement for access to some military abases, the contractor is responsible for obtaining all required enrollment and clearances for each of their drivers as soon as they receive notice of such requirement)

## Ordering System

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

STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an Electronic Data Interchange ("EDI") format. In addition, this information is transmitted to DLA TROOP SUPPORT for the purposes of contractor payment and customer billing.

Customers will be able to order all of their Bread and Bakery requirements through STORES.

Initially, a copy of the STORES Orders will be transmitted via FAX from the customers listed in this solicitation to the successful awardee(s). While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.

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)

It is mandatory that the successful vendor has access to the Internet. It is preferred they are able to send and receive electronic mail (e-mail).

**Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. Standard rounding methods must be observed. For example, a price of \$4.574 or lower must be rounded down to \$4.57 and a price of \$4.575 or higher must be rounded up to \$4.58.**

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."

### **Order Placement**

Customers shall place orders via STORES to accommodate order lead time stated on contract. Lead time is the time when the vendor receives the order until the time the vendor delivers the order. Orders shall generally be sent by the customer no later than 10:00 a.m. to allow the vendor to receive order the same business day. However, a customer may decide to place an order with a longer lead-time for delivery except as noted on **Deliveries and Performance - Holidays of this Solicitation**.

The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item via phone or email. 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 that is on the contract, or advise the customer of its Not-in-Stock position.

There shall be no line-item Local Stock Number ("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.

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.

## DESCRIPTION/SPECIFICATIONS

### Product Quality

Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following freshness requirements:

1. Bread, Cakes, Doughnuts, Muffins, Pies and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day, these items must be delivered no more than 72 HOURS after baking.
2. Brown and Serve Rolls must be delivered within 36 hours after production.
3. Bakery products shall include mold inhibitors of the proper level as allowed by the Food and Drug Administration ("FDA").
4. Commercial standards should be used to maintain temperatures appropriate for the individual items.

### 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 shall comply with any findings or corrective actions noted on all of its mandatory monthly and yearly inspections and audits performed by County, State, and Federal Agencies including the FDA and U.S. Department of Health & Human Services. The vendor will immediately notify the Contracting Officer of any negative findings by any of

these auditing/inspecting agencies that affect the performance of its contract(s) and of the vendor's corrective action. The Contracting Officer may request copies from the vendor of any negative County, State, or Federal health inspection that affect its contract(s).

#### **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 U.S. Department of Agriculture ("USDA"), vendor, supplier or manufacturer, the vendor shall follow the procedures as outlined below:

Immediately notify the following personnel:

Customers that have received the recall product

DLA Troop Support Contracting Officer

DLA Troop Support Account Manager

DLA Troop Support Customer Safety Officer at 215 737 2922

Provide the following information to the DLA Troop Support Consumer Safety Officer:

Reason for recall

Level of recall, i.e., Type I, II or III

Description of product

Amount of product

List of customers that have received product

Name and phone number of responsible person (Recall Coordinator)

The vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.

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 upon receiving the award, it will not actively promote, engage, or market any of the customers on this acquisition away from the resultant DLA Troop Support contract and onto a bread and bakery subsistence contract of any other Government agency or commercial entity. This prohibition is in effect during the life of the resultant contract(s) and restricts competition in the specific area or zone that is the subject of this acquisition. A violation of this term may result in the Contracting Officer not exercising any applicable option terms, documenting this action as part of the awardee's past performance data, and taking other appropriate recourse as permitted by law.

### **Food Defense/Force Protection**

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

### **Packaging, Packing and Labeling**

All packaging and packing shall be in accordance with good commercial practice. 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.

All items must be adequately protected during inclement weather.

### **Inspection and Acceptance**

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.

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.

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 legible signature on the delivery ticket/invoice denotes acceptance of the product.

### Rapid Gate

Many bases currently require enrollment in Rapid Gate and will not allow entry without Rapid Gate clearance. During the contract implementation period, the Contractor must contact all customer locations to determine whether enrollment in Rapid Gate or another security program is required for access to each location. If Rapid Gate 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 Rapid Gate 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 Rapid Gate enrollment and must ensure that a Rapid Gate enrolled driver is available for all deliveries. There will be a fee for Rapid Gate enrollment that will include access to multiple locations for multiyear access, but the cost of Rapid Gate or other security enrollment may vary, so the contractor should contact Rapid Gate to determine its own costs. If more than one driver is required, Rapid Gate 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 Rapid Gate is encountered during the implementation period, the contractor MUST contact Rapid Gate and/or the Security Officer at the applicable customer locations to resolve any issues with processing Rapid Gate enrollment so that the contractor will be able to deliver as required. For additional information regarding Rapid Gate, 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 FAR 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 the ARO.
- 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.  
It is the Government's intent to closeout contracts within 60 days from the date of the final delivery.



**Deliveries and Performance****TERMS OF INDE INDEFINITE DELIVERY PURCHASE ORDER (IDPO)**

The duration of the contract is for an IDPO not to exceed twenty-four months or \$150,000.00 aggregate value, whichever occurs first beginning May 21, 2017 through May 18, 2019. 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.

**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 schedule under Times/Frequency. Occasionally, delivery times may need to be readjusted by the ordering activity.
- D. Delivery changes to be made as required
- E. The customer will be responsible to notify the contractor of any changes in location or departure date.
- F. 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.

**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
- C. The Defense Logistics Agency (DLA) 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 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. The offeror must immediately inform DLA 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.
- D. **NOTE:** CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINTS AS DESIGNATED FOR INSPECTION OF HIS/HER PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

**SUBSTITUTION/NO 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. Any orders for items that are not included on a STORES purchase order will be handled by the customer directly and not through any of the resultant contracts.
- B. The customer has to 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.

**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                | Memorial Day     |
| Martin Luther King's Birthday | Independence Day |
| President's Day               | Labor Day        |
| Columbus Day                  | Christmas Day    |
| Veteran's Day                 | Thanksgiving 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.

**Holidays adjusted by one day.**

(Regular Delivery Days that fall on a holiday will be delivered the day before or after the holiday)

**EMERGENCY ORDERS**

- A. In order to adequately support emergency orders, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation. The Contracting Officer needs to authorize all emergency situations.
- 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.

**AUTHORIZED RETURNS**

The contractor shall accept returns under the following conditions:

Products shipped in error;  
Products damaged in shipment;  
Products with concealed or latent damage;  
Products that are recalled;  
Products that do not meet shelf life requirements;  
Products that do not meet the minimum quality requirements;  
Products delivered in unsanitary vehicles;  
Quantity excess as a result of order input error and/or Purchase Ratio Factor error; or  
Any other conditions not specified above that are deemed to be valid reasons for return by the customer as approved by the Contracting Officer.

**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.

**DELIVERY**

- A. A Delivery Ticket will accompany each delivery citing the order number, unit price, itemized, extended, and totaled.
- B. It is mandatory that the Delivery Ticket include the contract number, call number, lead Contract Line Item Number ("CLIN") number, purchase order number, and government unit of issue. Total quantity shall be based on Government unit of issue.
- C. A copy of the coding system and tare weight of the items to be delivered is requested by consignee.
- D. Prices cited on delivery tickets generated from STORES orders will be the prices at the time of order and not the prices at time of delivery. Said prices included in the STORES order will be the prices paid by the customer for those particular items. Therefore, the price that is locked in at the time of order will be the unit price of the item regardless of when the item is delivered and if said delivery occurs after a price change occurs in the contract.
- E. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.
- F. Items will be off-loaded from the contractor(s) vehicle(s) by contractor personnel and placed inside the dining halls, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable, by contractor personnel. Schedule of Deliveries

**SCHEDULE OF DELIVERY POINTS**

(Listed on following page)

## Schedule of Delivery Points

Description/Specifications: Contract Period: Sunday, May 21, 2017 through Saturday, May 18, 2019.

Group 1: Malmstrom Central Distribution Center, Elkhorn Dining Facility, Malmstrom AFB, Anaconda Job Corp, Child Development Center, and Montana Air National Guard, Montana

| ACTIVITY   | TIME OF DELIVERY | FREQUENCY & LIMITATIONS                    |
|--|------------------|--|
| 1) FT9121<br>Malmstrom Central Distribution Center<br>BLDG #1075<br>75 <sup>TH</sup> Street North<br>Great Falls, Montana 59402<br>POC: SRA Nathan Martindale<br>Phone: 406-731-6300<br><a href="mailto:Nathan.Martindale@us.af.mil">Nathan.Martindale@us.af.mil</a> | 0600-1200 AM     | Two (2) deliveries per week:<br>Tues & Fri |
| 2) FT9122<br>Elkhorn Dining Facility Montana<br>BLDG #1075<br>303 75 <sup>TH</sup> Street<br>Great Falls, Montana 59402<br>POC'S: Mrs. Lisa Jerdon<br>Phone: 406-731-2013<br><a href="mailto:Lisa.Jerdon@us.af.mil">Lisa.Jerdon@us.af.mil</a>                        | 0600-1200 AM     | Two (2) deliveries per week                |
| 3) Ship to: FT9415/Ordering Point: FT9455<br>Youth Center at Malmstrom<br>BLDG#1145<br>7317 Goddard Drive<br>Great Falls, Montana 59402<br>POC: Judith Suden<br>Phone: 406-731-2117<br><a href="mailto:Judith.Suden@us.af.mil">Judith.Suden@us.af.mil</a>            | 0600-12:00 AM    | One (1) delivery per week                  |
| 4) FT9455<br>Child Development Center (CDC)<br>BLDG #4100<br>6201 Maple Street<br>Great Falls, Montana 59402<br>POC: Judith Suden<br>Phone: 406-731-2117<br><a href="mailto:Judith.Suden@us.af.mil">Judith.Suden@us.af.mil</a>                                       | 0600-1200 AM     | One (1) delivery per week                  |
| 5) FT6261<br>Montana Air National Guard (120 <sup>th</sup> SSF)<br>2800 Airport Avenue B<br>Great Falls, Montana 59404<br>POC: MBGT Michelle Rue<br>Phone: 406-791-0259  | 0600-1200 AM     | One (1) delivery per week                  |

Michelle.rue@ang.af.mil

\*For Non-EDI/Fax Offerors, indicate correct fax number for each customer's orders\*

**NOTE:** SHELF STOCKING IS REQUIRED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE WHEREVER PRACTICABLE UNLESS CUSTOMER REQUESTS TRUCK TAIL-GATE DELIVERY.

**NOTE:** VENDORS WILL PICK UP RACKS AT TIME OF NEXT DELIVERY.

**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. Deliveries ARE NOT required to be made outside the "time of delivery" specified unless agreed to between the contractor and customer and approved by the DLA Troop Support Contracting Officer.

**FOR DELIVERIES MADE TO SHIPS, ALL ITEMS ARE REQUIRED TO BE PACKAGED IN DISPOSABLE, NON-RETURNABLE CARDBOARD BOXES SUITABLE FOR STACKING. THIS REQUIREMENT IS MANDATORY, NOT NEGOTIABLE.**

**Note For Ships:** Deliveries shall not be left on docks or wharves and must be made available to government representatives authorized to accept deliveries.

The Fitting Out and Supply Support Assistance Center ("FOSSAC") was hired to continue the delivery process for the ships by transporting the stores from the brow of the ship into their storeroom. In order to accomplish this, the Contractor may have to schedule deliveries through the Fleet Industrial Supply Center ("FISC") when making deliveries of their product.

Delivery tickets (i.e., annotated and signed copies of the receipt documents) must be dropped off prior to the delivery truck departing from the base, anywhere between 5:00am and 3:00pm, depending on the individual requirement of each customer.

## **CONTRACT ADMINISTRATION DATA**

### **CONTRACTING AUTHORITY**

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.

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.

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.

### **INVOICING**

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 legibly 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.

All invoicing for payment is to be submitted electronically using the STORES/BSM Reconciliation ("Recon") Tool website from the DLA Troop Support Subsistence Home Page.

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

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

Call Number or Delivery Order Number or Contract Order Number;

Purchase Order Number;

Contract Line Items listed in numeric sequence (also referred to as CLIN order);

DODAAC

Item Nomenclature;

LSN or NSN;

Quantity purchased per item in DLA TROOP SUPPORT's unit of issue;

Clearly identified and annotated changes on all copies;

Total dollar value of each invoice (reflecting changes to the shipment, if applicable). All invoices must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.

Vendors shall submit one invoice per purchase order.

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. Standard rounding methods must be observed. For example, a price of \$4.574 or lower must be rounded down to \$4.57 and a price of \$4.575 or higher must be rounded up to \$4.58.

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.

- C. 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.
- D. 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.

## PAYMENTS

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.

Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of FAR 52.212-4 "Contract Terms and Conditions -- Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".

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.

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.

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 FAR 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment" for additional information.

VENDOR PAYMENT INQUIRY SYSTEM - ACCESS AT: <https://myinvoice.csd.disa.mil/index.html>

1. Individual delivery orders shall be invoiced within five (5) days from the actual date of delivery. Cumulative delivery order closeout contracts 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.

#### **ADMINISTRATION**

Administration of the contract will be performed by DLA TROOP SUPPORT in Philadelphia

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.

The DLA TROOP SUPPORT Contracting Officer must approve any changes to the contract.



Solicitation SPE300-17-X-0008

DFARS 252.209-7491 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2016 Appropriations.

**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS**

**(DEVIATION 2016-00002) (OCT 2015)**

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☒ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

  
Company Representative Name

2/8/17  
Signature and Date

Schedule of Items

Military Customer in Montana

SPE30017X0008: Bread and Bakery Items For Montana

Offeror's Name: Franz Family Bakeries

CAGE Code: 9P945 May 21, 2017 through May 18, 2019

| Item | LSN or NSN       | Item Name/Description   | Product Code | Count per PKG | Total OZ's Per PKG | Estimate Usage per 24 Months |
|------|------------------|---|--------------|---------------|--------------------|------------------------------|
| 1    | 8920-01-E11-4539 | BREAD, WHITE, FRESH, sliced, pan baked, round top               | 70001        | 23            | 23                 | 9,799                        |
| 2    | 8920-01-E11-3024 | BREAD, WHITE, FRESH, SLICED THICK, PAN BAKED, (FOR TEXAS TOAST) | 70008        | 24            | 24                 | 792                          |
| 3    | 8920-01-E11-3833 | BREAD, WHOLE WHEAT, FRESH, SLICED, PAN BAKED,                   | 70003        | 24            | 24                 | 6,042                        |
| 4    | 8920-01-E11-3836 | BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP                 | 89995        | 24            | 24                 | 192                          |
| 5    | 8920-01-E11-3038 | BREAD, RAISIN, FRESH, SLICED, PAN BAKED, ROUND TOP.             | 62961        | 20            | 20                 | 158                          |
| 6    | 8920-01-E11-3221 | BAGELS, VARIETIS  | 61681        | 6             | 18                 | 316                          |
| 7    | 8920-01-E11-7988 | ROLLS, HAMBURGER, FRESH, WHITE, PAN BAKED,                      | 70421        | 12            | 21                 | 9,094                        |
| 8    | 8920-01-E11-9639 | ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED,  | 70402        | 8             | 14                 | 2,233                        |
| 9    | 8920-01-E11-8002 | ROLLS, HOAGIE/SUBMARINE, FRESH,                                 | 70408        | 6             | 16                 | 2,906                        |
| 10   | 8920-01-E11-9640 | ROLLS, DINNER, FRESH, WHITE, PAN BAKED,                         | 70514        | 12            | 18                 | 2,333                        |
| 11   | 8920-01-E22-0768 | ROLLS, DINNER, FRESH, WHOLE WHEAT                               | 75789        | 24            | 24                 | 1,113                        |
| 12   | 8920-01-E11-8064 | MUFFIN, ENGLISH, FRESH,   | 62975        | 6             | 13                 | 5,216                        |

\*\*\* UNIT PRICE IS THE PRICE PER POUND

Total Aggregate Price:

| Flavor:         | Product Code: | LSN              |
|-----------------|---------------|------------------|
| Plain           | 61681         | 8920-01-E11-7967 |
| Onion           | 61682         | 8920-01-E11-9695 |
| Blueberry       | 61683         | 8920-01-E11-3221 |
| Cinnamon Raisin | 61684         | 8920-01-E22-0870 |