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TELEPHONE NO. 2063729929				*					
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27a, SOUCITATION INCORPORA	TES BY REFERENCE FAR 52,21	2-1, 52.212-4. FAR 52.2	112.3 AND 52.212-5 A	RE ATTACHEO.	ADDÉNE	DA ARE	AF	E NOT AT	rached.
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AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212

SOLICITATION OFFEROR TO	MS	1. REQUIS		PAGE 1 OF 4	4						
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32b. SIGNATUR	E OF AUTH			32c, DATE		32d. PRI	NTED NAME A	ND TITLE	OF AUTHORIZED (	GOVERNMENT		
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42a. RECEIVED BY (Print)												
				·			D AT (Location)					
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMEI SPE300-18-D-		PAGE 3 OF 4 PAGES							
There is no guaranteed minimum for this contract. The estimate dollar value for this contract is \$64,039.62 and the maximum dollar value is \$250,000.00  Contract ordering period starts: September 23, 2018 through September 19, 2020  All terms and conditions from solicitation SPE300-18-R-X018 are incorporated into the contract.										
all terms and conditions fro	om solicitation SPE300-18-R-X018 are	incorporated into the contr	ract.							
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 4 OF 4 PAGES
	SPE300-18-D-W591	

### Part 12 Clauses

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

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

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

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

### Attachments

#### **List of Attachments**

File Name	Description
ATTACH_Attachment_2_S chedule_of_Item	Attachment schedule of items.pdf
ATTACH_Attachment_1_A ward_Document	Attachment to Award Utah Bread Bakery.pdf
ATTACH_Signed_Award_S PE30018DW591	Signed Award Doc.pdf

SPE300-18-D-W591 Page 1 of 7

# **Terms of Indefinite Delivery Purchase Order (IDPO) Contract**

The duration of the contract is for a term of 24 months or \$250,000.00, whichever occurs first. Pricing for all items will remain firm fixed for the life of the contract. The effective period for any contract resulting from this solicitation shall be from September 23, 2018 until September 19, 2020, or \$250,000.00, whichever occurs first.

ESTIMATED DOLLAR VALUE OF AWARD GROUP I: \$64,039.62 MAXIMUM DOLLAR VALUE: \$250,000.00

This contract incorporates by reference all of the terms and conditions found in the following documents: SPE300-18-R-X018 (solicitation dated July 16, 2018), SPE300-18-R-X018-0001 (Amendment 0001 dated July 24, 2018), and the awardee's offer July 26, 2018.

# Vendor shall submit one (1) invoice per purchase order.

# **Points of Contact**

POINT(S) OF CONTACT FOR ORDERING: Laura Starks

PHONE NUMBER: (503)232-2192 Ext 4236

EMAIL: <u>Laura.Starks@USbakery.com</u> / <u>Franz.orders@USbakery.com</u>

POINT(S) OF CONTACT FOR **INVOICING & PAYMENT**: Stephanie Gwyn

PHONE NUMBER: 1-800-935-5679 Ext 4237 EMAIL: Stephanie.Gwyn@USbakery.com

## **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 FDA.
- 4. Commercial standards should be used to maintain temperatures appropriate for the individual items.

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### **Deliveries and Performance**

### I. ITEM AVAILABILITY

All items must be available in sufficient quantities to fill the customers' requirements. All deliveries must be made in within 48 hours after order placement or lead times stated in contract unless otherwise authorized by the customer.

Customers must place orders by 10:00 A.M. Pacific Daylight Time.

### II. DELIVERY INSTRUCTIONS

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

#### III. DELIVERY VEHICLE REQUIREMENTS

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

#### IV. SUBSTITUTIONS

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

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### V. HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

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

#### VI. EMERGENCY ORDERS

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

# VII. AUTHORIZED RETURNS

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

#### VIII. SHORT SHIPMENTS/SHIPPING ERRORS

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

### IX. DELIVERY

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

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B. It is <u>mandatory</u> that the Delivery Ticket include the contract number, call number, lead CLIN number, purchase order number, government unit of issue. Total quantity shall be based on Government unit of issue.

- C. Prices cited on delivery tickets for STORES orders will be the prices at the time of order and not the prices at time of delivery.
- D. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.
- E. Items will be off-loaded from the contractor(s) vehicle(s) and contractor personnel will place items delivered inside the dining halls, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable.

# Rapid Gate Requirement and/or Other Security Programs

Many bases currently require enrollment in RapidGate and/or other security programs 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.

# FOR ALL DELIVERY LOCATIONS IN GROUP I:

INSPECTION REQUIREMENTS: CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF THEIR PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT(S).

(Please note: RapidGate is currently a requirement for access to some military bases, the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requiremen

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# **Schedule of Deliveries**

# GROUP I: HILL AFB, CAMP WILLIAMS, AIR NATIONAL GUARD, UTAH

Sunday, September 23, 2018 through Saturday, September 19, 2020

LOCATION TIME OF DELIVERIES FREQUENCY AND LIMITATIONS

**HILL AFB** 

**Ordering Point FT9114** 

Ship to FT9114

Hill Crest Dining 6:00 am to 10:00 am Three (3) deliveries per Week 5757 D Ave. Monday, Wednesday & Friday

Hill AFB Utah, 84056

POC1: Megan Schiff (Storeroom)

Phone: 801- 774-5510 Megan.Schiff.ctr@us.af.mil

POC2: Michael McCoy/ Food Service Mgr. Phone: 801-777-8701 or 801-777-3686

Michael.Mccoy.7@us.af.mil

Ordering Point FT9451

Ship to FT9451 CDC East

5708 Mitchell LN Bldg. 470 7:00 am to 10:00 am Three (3) deliveries per Week Hill AFB, Utah 84056 Monday, Wednesday & Friday

POC: Marlon Chippy Phone: 801-586-6706 Marlon.chippy@us.af.mil

Ordering Point FT9451

Ship to FT9612 CDC West

5715 Mitchell Ln Bldg. 464 7:00 am to 10:00 am Three (3) deliveries per Week Hill AFB, Utah 84056 Monday, Wednesday & Friday

POC: Catherine Leaverton Phone: 801-777-6267

Catherine.Leaverton@hill.af.mil

Ordering Point FT9506 Ship to FT9506

Youth CTR

7712 6<sup>th</sup> ST. Bldg. 883 7:00 am to 10:00 am Three (3) deliveries per Week Hill AFB, Utah 84056 Monday, Wednesday & Friday

POC: Orita Murray Phone: 801-777-2419 Orita.Murray@hill.af.mil SPE300-18-D-W591 Page **6** of **7** 

### GROUP I: HILL AFB, CAMP WILLIAMS, AIR NATIONAL GUARD, UTAH

# Sunday, September 23, 2018 through Saturday, September 19, 2020

LOCATION

#### TIME OF DELIVERIES

7:00 am to 10:00 am

### FREQUENCY AND LIMITATIONS

# **CAMP WILLIAMS**

# Ordering Point W67K2R

Ship to W67K2R

Camp Williams
Utah Army N—TISA

17800 South Camp Williams Rd

TISA BLDG. 1000 Riverton, Utah 84065

POC1: CW3 Brett J. Smith Phone: 801-878-5467 brett.j.smith.mil@mail.mil POC2: SPC Caton Carter Phone: 801-878-5498 caden.carter.mil@mil POC3: SPC Jake Hernandez Phone: 801-878-5590

jake.e.hernandez.mil@mail.mil

Ordering Point W91NSD

Ship to W91NSD

640<sup>th</sup> Regiment @

Camp Williams DFAC

17800 South Camp Williams Rd

TISA BLDG. 1000 Riverton, Utah 84065

POC1: SGT Matthew Barnes

Phone: 801-857-0845

matthew.k.barnes.mil@mail.mil POC2: CPL Kyle Wilkinson Phone: 801-878-5505

kyle.l.wilkinson3.mil@mail.mil

7:00 am to 10:00 am

As Required

As Required

# **UTAH AIR NATIONAL GUARD**

# Ordering Point FT6441

Ship to FT6441

Utah Air National Guard 765 North 2200 West Bldg. 303 Salt Lake City, Utah 84116

POC: TSgt Donalin Dover Phone: 801-245-2314 <u>donalin.dover@ang.af.mil</u> 7:00 am to 10:00 am

One (1) delivery per week on Monday/Wednesday/ Friday

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\*Please note that Air National Guard customers typically place orders up to 30 days before their scheduled RDD. Please make arrangements to remind your firm's ordering and shipping departments of the shipping date of these orders or missed deliveries will count against your performance record. Also, the pricing for these orders is according to the day they are placed, not the day they are delivered, in the case a monthly Economic Price Adjustment occurs between the order receipt date and the RDD.

Except for deliveries made to ships, vendors are required to shelf stock in accordance with standard commercial practice unless otherwise directed by the customer.

# SPE30018RX018: Bread and Bakery Items for Utah Customers

Offeror's Name: Franz Family Bakeries

	CAGE Code: 9P945					Septe	ember 23, 201	8 –September :	19, 2020
Item	Item Name/Description	Minimum PKG Size	Product Code	Count per PKG	PKG Size in OZ	Estimate LBS	Initial Price per PKG	Initial Price per LBS	Initial Total Price per LBS
<b>S1</b>	Bread/ Example	16 oz per loaf	1234	1	16	1,000			
S2	Rolls/ Example	24 oz per PKG	1235	6	24	500			
1	BAGELS, ASSORTED INCLUDING PLAIN, FRESH	6 per PKG	70,631	6.00	18	6,836			
2	BREAD, FRENCH, FRESH, SLICED, HEARTH BAKED	16 oz per loaf	72,165	1.00	16	422			
3	BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP	16 oz per loaf	70,003	1.00	24	5,448			
4	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, ROUND TOP	16 oz per loaf	70,132	1.00	20	968			
5	BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP	16 oz per loaf	70,173	1.00	24	402			
6	BREAD, WHITE, FRESH, SLICED, PAN BAKED, ROUND TOP	16 oz per loaf	70,001	1.00	23	11,436			
7	BREAD, WHITE, FRESH, SLICED, THICK, (FOR TEXAS TOAST)	16 oz per loaf	70,008	1.00	24	8,754			
8	BREAD, WHOLE WHEAT, FRESH, SLICED, 100% WHOLE WHEAT	16 oz per loaf	70,003	1.00	24	774			
9	BREAD, WHOLE WHEAT, FRESH, SLICED, WHOLE WHEAT 100%, SUGAR FREE	16 oz per loaf	70,113	1.00	24	279			
10	MUFFIN, ENGLISH, FRESH	6 per PKG	70,601	6.00	13	3,101			
11	ROLLS, DINNER, FRESH, WHITE, SOFT	6 per PKG	70,514	12.00	18	4,178			
12	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED	6 per PKG	70,402	8.00	14	2,602			
13	ROLLS, FRANKFURTER, FRESH, SLICED, WHOLE WHEAT 100%	6 per PKG	70,406	8.00	14	236			
14	ROLLS, HAMBURGER, FRESH, 100% WHOLE WHEAT	6 per PKG	70,437	8.00	15	321			
15	ROLLS, HAMBURGER, FRESH, WHITE, PAN BAKED, ENRICHED	6 per PKG	70,421	12.00	23	9,251			
16	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED	6 per PKG	70,408	6.00	16	11,172			
							Initial	Total Price :	\$ 64,039.62

# Request Flavors:

# BAGELS, ASSORTED, FRESH, min 6/pkg

Flavor: Blueberry Product Code: 70633
Flavor: Onion Product Code: 70632
Flavor: Raisin Product Code: 70634
Flavor: Plain Product Code: 70631