

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000073937	PAGE 1 OF 5
2. CONTRACT NO. SPE302-19-D-0001	3. AWARD/EFFECTIVE DATE 2019 MAR 17	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE302-19-Q-5001	6. SOLICITATION ISSUE DATE 2019 FEB 07	
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 INDO-PACIFIC 1025 QUINCY AVE, SUITE 1000 JBP HH HI 96860-3520 USA Local Admin: Mickey Skiles DMS0140 Email: Mickey.Skiles@dla.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 (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 (Do not Use)	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	16. ADMINISTERED BY SEE BLOCK # Criticality: PAS: None	17a. CONTRACTOR/ OFFEROR CODE 9P945 FACILITY CODE UNITED STATES BAKERY DBA Franz Family Bakeries 2006 S Weller St SEATTLE WA 98144-2237 USA TELEPHONE NO. 2063729929		18a. PAYMENT WILL BE MADE BY CODE SL4701 DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<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) \$250,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>Franz Bakery</u> OFFER DATED <u>2019-Feb-08</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Amy Wong</i>			
30b. NAME AND TITLE OF SIGNER (Type or Print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Amy Wong Amy.Wong@dla.mil		31c. DATE SIGNED 2019 MAR 06	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

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

Description: Bread and Bakery Items for Troops located in Anchorage, Alaska

Estimated Total Maximum Ceiling Amount: \$250,000.00 for the period of March 17, 2019 through March 09, 2024
Guarantee Minimum Funding Amount: \$10,000.00

The effective ordering period for this contract is for a term of 60 months (five-year period) with four separate pricing tiers.

Tier 1 - The first pricing tier shall be for a 24-month performance period beginning March 17, 2019 and ending March 13, 2021.

Tier 2 - The second pricing tier shall be for the following 12-month performance period beginning March 14, 2021 and ending March 12, 2022.

Tier 3 - The third pricing tier shall be for the following 12-month performance period beginning March 13, 2022 and ending March 11, 2023.

Tier 4 - The fourth pricing tier shall be for the following 12-month performance period beginning March 12, 2023 and ending March 09, 2024.

Form**TECHNICAL REQUIREMENTS**

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

PID Data - Custom Clause

The following documents including all provisions and clauses are hereby incorporated by reference into this Indefinite Delivery Contract (IDC) : Solicitation SPE302-19-Q-5001 and your final offer, which is being accepted by the government to form this IDC.

Part 12 Clauses

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (OCT 2016) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

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

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) FAR

As prescribed in 4.2004, insert the following clause:

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

Covered article means any hardware, software, or service that –

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means –

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from –

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.* (1) In the event the Contractor identifies a covered article provided to the Government during contract performance,

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

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

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016) FAR

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR

52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAY 2014) FAR

52.232-25 PROMPT PAYMENT (JAN 2017) FAR

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

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

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2018) FAR

Attachments**List of Attachments**

File Name	Description
ATTACH_Attach1_SOW	2
ATTACH_Attach2_SOI	2
ATTACH_VendorSigned14 49	2

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9. ISSUED BY DLA TROOP SUPPORT INDO-PACIFIC 1025 QUINCY AVE SUITE 1000 JBPBH HI 96860-3520 USA Local Admin Mickey Skiles DMS0140 Email Mickey.Skiles@dlamail.mil			CODE	SPE302	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE _____ % FOR	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 10 (Do not Use)		13. RATING	
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY SEE BLOCK 9 Criticality PAS None	
17a. CONTRACTOR/OFFEROR UNITED STATES BAKERY DBA Franz Family Bakeries 2006 S Weller St SEATTLE WA 98144-2237 USA TELEPHONE NO 2063729929			CODE	9P945	FACILITY CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			CODE			
18c. ADDRESS			SL4701			
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) \$250,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4 FAR 52 212-3 AND 52 212-5 ARE ATTACHED ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
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30a. SIGNATURE OF OFFEROR/CONTRACTOR			29. AWARD OF CONTRACT REF. <u> Franz Bakery</u> OFFER			
30b. NAME AND TITLE OF SIGNER (Type or Print)			DATED <u>2019-Feb-08</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS			
30c. DATE SIGNED			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
31b. NAME OF CONTRACTING OFFICER (Type or Print)			31c. DATE SIGNED			
Sally Larkie Sales Manager 3/5/19						

STATEMENT OF WORK

I. SUPPLIES OR SERVICES AND PRICES

1. INTRODUCTION

A. The Defense Logistics Agency (DLA Troop Support) intends to support the needs of its customers by entering into one (1) Indefinite Delivery Contract (IDC) to supply fresh **Bread and Bakery Items** to Troops in **Anchorage, Alaska**. This procurement is being processed under the authority of **FAR 13** Simplified Acquisition Procedures. The resultant award will be an **"Unrestrictive"** procurement using NAICS Code 311812, Size Standard 1000. Offerors are required to offer on all items in the Schedule of Items; failure to do so may result in exclusion from award. This solicitation contains the estimated Bread and Bakery Items for the following customers in Anchorage, Alaska as follows:

Army, Air Force, and Alaska Job Corps

NOTE: Customers may be added or deleted during the period of the contract.
(SEE CONTRACT ADMINISTRATION DATA SECTION, ADDITIONAL CUSTOMERS FOR DETAILS)

B. The resultant contract will be a fixed price Indefinite Delivery Contract (IDC) 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 duration of the contract is for a term of 60 months (five (5) year period with four separate pricing tiers; the pricing will remain firm fixed for each pricing tier.**

The first pricing tier shall begin on the award start date and be for a 24 month period (March 17, 2019 – March 13, 2021).

The second pricing tier shall be for the 12 months performance period (March 14, 2021– March 12, 2022).

The third pricing tier shall be for the 12 months performance period (March 13, 2022– March 11, 2023).

The fourth pricing tier shall be for the 12 months performance period (March 12, 2023– March 09, 2024).

EFFECTIVE PERIOD OF CONTRACT/ORDERING/PERFORMANCE PERIOD:

A contract resulting from this solicitation will become effective on the date of award. 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, March 17, 2018 through Saturday, March 9, 2024 and delivery of any order will be completed on or before Friday, March 15, 2024.**

C. Delivery – Items should be routinely delivered in accordance with a 48 hour (skip day) delivery. The current delivery schedule for each location is set forth in the Schedule of Deliveries section.

2. GUARANTEED MINIMUM/MAXIMUM

- A. The guaranteed minimum on the resultant contract is **\$10,000.00**. The maximum estimated cumulative 60 months dollar value is **\$250,000.00**.

3. PRICING

- A. The Schedule of Items in Attachment #2 represents 100% of the estimated dollar value of this procurement for the sixty (60) month period. Offerors must submit pricing information on the pricing spreadsheet (Tier 1 Tier 2, Tier 3 and Tier 4). The pricing will remain firm fixed for each pricing tier.
- B. Offerors are required to submit a 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. Additionally, the Wholesale Price should be completed in Attachment #2 (Column "E"). 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 (reference Clause DLAD 52.214-9008 "Rounding Off of Offer and Award Price – Alternate I").

For example, a price of \$2.215 or higher must be rounded up to \$2.22 and a price of \$2.214 or lower must be rounded down to \$2.21. In addition, the system requires that prices be fixed for a certain period of time as specified in the solicitation.
- F. All prices are the current price when the customer places the order.

4. ADDITIONAL CUSTOMERS

- A. The Government reserves the right to add or remove 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(s).
- B. Anticipated quantities/sales from new customers may not exceed the **\$250,000.00** contract maximum.
- 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(s) by way of formal modification.

5. CUSTOMER SERVICE POLICY

The contractor(s) shall treat each of the customers covered under the 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 resulted contract(s).

6. NEGOTIATIONS

For the subject acquisition, the Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct negotiations if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest, and waives informalities and minor irregularities in offers received. If discussions are held, initial responses to negotiations shall be in a form of communication customary in the industry for transmitting information to include phone, facsimile transmission, letter, in-person and e-mail. However, any information provided during negotiations, to include all changes to the initial offer, must be reduced to writing and transmitted to the DLA Troop Support Business Opportunities Office by the time and date specified at the time of Final Quote Revisions. Information not submitted to the DLA TROOP SUPPORT Contracting Officer by the specified date and time will not be considered by the Government during final evaluations.

7. 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 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.

8. SCHEDULE OF ITEMS (SOI)

A. If a customer desires to order a bread item that is not listed on the resultant contract(s), 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.

- B. 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.
- C. Additional items may be added or removed from the contract; however, any items that are added may not increase the value of the contract above the contract maximum of \$250,000.00.
- D. **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.**

II. ORDERING, DELIVERIES AND PERFORMANCE

1. ORDERING SYSTEM

- A. **Subsistence Total Order and Receipt Electronic System (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.
- 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 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.
- 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)
 - STORES Order
 - Functional Acknowledgment
 - Receipt
 - Invoice (optional at this time)
- E. It is mandatory that the successful vendor has access to the Internet. It is preferred they are able to send and receive electronic mail (email).
- F. **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.

- G. 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."

2. ORDER PLACEMENT

- 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.

The delivery order(s) shall specify delivery(ies) **no less than 48 hours** from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor **no less than 24 hour notice** to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

- B. 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.
- C. 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.
- D. **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.
- E. All pricing is at the time the order is placed. There shall only be one invoice per STORES order and only one STORES 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.

3. STORES ORDER

There shall only be **one invoice per STORES order and only one STORES 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 STORES order.

4. TERMS OF INDEFINITE DELIVERY CONTRACT

The resultant contract will be a fixed price Indefinite Delivery Contract (IDC) 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 duration of the contract is for a term of 60 months (five year period) with four (4) separate pricing tiers; the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award start date and be for a 24 month period (March 17, 2019 – March 13, 2021). The second pricing tier shall be for the 12 months performance period (March 14, 2021– March 12, 2022). The third pricing tier shall be for the 12 months performance period (March 13, 2022– March 11, 2023). The fourth pricing tier shall be for the 12 months performance period (March 12, 2023– March 09, 2024).

5. 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 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.

6. 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.

7. NO SUBSTITUTIONS

- A. If an item is not available, vendor is NOT to substitute an item without having a separate STORES 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 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. 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.
- D. 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.

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

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

- B. Holidays celebrated by your firm other than those specified above must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

9. 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 CONTRACTOR SHALL, WITHIN THREE (3) HOURS AFTER NOTICE THEREOF, DELIVER THE ITEM OR ITEMS TO SUCH CUSTOMER IN THE QUANTITIES SPECIFIED BY THE ORDERING OFFICER.
- 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.

10. 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.
 - 9. Any other conditions not specified above that are deemed to be valid reasons for return by the customer as approved by the Contracting Officer.

11. 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.

12. 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, STORES order number, 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 for STORES orders will be the prices at the time of order and not the prices at time of delivery.
- 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) and contractor personnel will place items delivered inside the dining halls, etc.

III. PACKAGING, PACKING AND LABELING

1. All packaging and packing shall be in accordance with good commercial practice. Customers of Products are to be delivered in commercial type containers (Disposable Boxes) which prevents crushing, as well as excess movement, of the product(s). Large size boxes capable of two (2) or more layers must include fiberboard strips from side to side and dividers from top to bottom for layered packing to prevent crushing of product(s). Boxes shall be filled to an acceptable level allowing for additional space to prevent crushing of the product(s). Single layer boxes are acceptable and must be filled to an acceptable level which will prevent crushing of the product(s). Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
2. 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.
3. All items must be adequately protected during inclement weather.

IV. INSPECTION AND ACCEPTANCE

1. POINT OF 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.

2. PRODUCT QUALITY

- A. Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following freshness requirements.
 1. 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.
 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).

B. "Frozen Product"- Items received from the mainland, 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 (SOI). 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.

C. 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.

3. 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.

4. 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 (CFR), 21 CFR part 117 Subpart B - Current Good Manufacturing Practice, 21 CFR 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.

5. 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.

6. 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

- (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.

7. FOOD DEFENSE/FORCE PROTECTION

DLA Troop Support 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.

8. RAPID GATE/DBIDS

Many bases currently require enrollment in RapidGate and/or other security programs and will not allow entry without 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>.

Applies to Joint Base Pearl Harbor Only: The Defense Biometric Identification System (DBIDS) is a DoD-owned and operated system, required for access to Joint Base Pearl Harbor – Hickam. Contractor must take all necessary steps to obtain this in a timely manner after award. Failure to have clearance may result in a vendor being turned away from the base and being unable to complete delivery. There is no cost for DBIDS enrollment.

9. 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.

10. 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.

V. CONTRACT ADMINISTRATION DATA

1. 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.

2. 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/ (see pages 5 - 6).

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. STORES 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 STORES 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 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. 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.

3. 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 emailed to the DLA Troop Support Pacific, Procurement Office Hawaii's Group Email Address:

TroopSupportPacificProcurement-Hawaii@dla.mil

- 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>

4. ADMINISTRATION

- A. Administration of the contract will be performed by:

Defense Logistics Agency (DLA) Troop Support Indo-Pacific
Procurement Office Hawaii (POH)
1025 Quincy Ave., Suite 1000, Bldg 479 (2nd Floor)
Pearl Harbor, HI 96860-4967

- 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 Pacific Contracting Officer must approve any changes to the contract.

5. FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the Contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the Contractor shall notify the Contracting Officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the Contracting Officer that supplies acquired hereunder have been recalled, the Contractor shall either (a) accept certificates of destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the Contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the contiguous United States shall be paid by the Contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

6. 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 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.

7. 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.

SCHEDULE OF DELIVERIES

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.

DELIVERIES WILL BE MADE TO:

Region I – Elmendorf AFB, Alaska		Delivery	Frequency
NO.	ACTIVITY		
1.	Iditarod Dining Facility (FT9125) (FT9125) Bldg. 8808 Craw Avenue Elmendorf AFB, AK 99506 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week
2.	Wilderness Inn DFAC (WFRSF4) 5 th Street Bldg. 647 Fort Richardson, AK 99505 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week
3.	Gold Rush Inn DFAC (WFRDF4) Richardson Drive Bldg. 655 Fort Richardson, AK 99505 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week
4.	Alaska Job Corp Center (160135) (160135) 750 Cope Industrial Way Palmer, AK 99645 Phone: TBD	0730-1500	3 Deliveries Per Week

Region I – Elmendorf AFB, Alaska		Delivery	Frequency
NO.	ACTIVITY		
	Email: TBD		
5.	3 MDG SGSD Nutritional Med Flight (FT5000) (FT5000) 5955 Zeamar Street Elmendorf, AK 99506 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week
6.	Dining Facility Elmendorf AFB (FT9125) (FT9126) Bldg. #1-836 7535 Sharp Avenue Elmendorf AFB, AK 99506 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week
7.	FSC Bremerton (FT9125) (FT6670) Operation Arctic Care 2010 Bldg. 15510 Air Drop Avenue Elmendorf AFB, AK 99506 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week
8.	Fort Richardson Alaska (WC1JT7) (YFRDF5) Bldg. 655 Fort Richardson, AK 99505	0730-1500	3 Deliveries Per Week

Region I – Elmendorf AFB, Alaska		Delivery	Frequency
NO.	ACTIVITY		
	Phone: TBD Email: TBD		
9.	Deborah Rivera (WC1JT7) (YFRDF4) Dining Facility Bldg. 647 Fort Richardson, AK 99505 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week

SPE302-19-D-0001 Attachment #2

SPE302-19-D-0001: Bread and Bakery for Anchorage, AK
Troops and Land Customers
Contractor's Name: United States Bakery/DBA Franz Family Bakeries
CAGE Code: 9P945

Item	Item Name/Description	PKG Size in Oz	Count per Pkg	Product Code	DLA Stock Number	Tier 1 Pricing Per Pkg 03/17/2019 through 03/13/2021	Tier 2 Pricing Per Pkg 03/14/2021 through 03/12/2022	Tier 3 Pricing Per Pkg 03/13/2022 through 03/11/2023	Tier 4 Pricing Per Pkg 03/12/2023 through 03/09/2024
1	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	24	1	70008	892001E113024				
2	BREAD, WHITE, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 22 OZ PG	22	1	70001	892001E113368				
3	BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	24	1	89598	892001E113373				
4	BREAD, SOURDOUGH, FRESH, SLICED, 24 OZ EA	24	1	89608	892001E113852				
5	BREAD, WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ PG	24	1	70003	892001E114105				
6	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 22 OZ PG	22	12	70421	892001E117980				
7	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 18 OZ PG	18	12	70404	892001E117989				
8	MUFFIN, ENGLISH, FRESH, 6 PER 13 OZ PG	13	6	70600	892001E118064				
9	ROLLS, HOAGIE/SUBMARINE, FRESH, 6 PER 16 OZ PG	16	6	70408	892001E119856				
10	ROLLS, HAMBURGER, FRESH, WHEAT, PAN BAKED, 4.5 IN., 12 PER 30 OZ PG	30	12	74547	892001E122197				
11	BREAD, WHOLE GRAIN, FRESH, SLICED, 22 OZ PG	22	1	70005	892001E122612				
12	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, 20 OZ PG	20	1	70132	892001E220544				
13	BREAD, HONEY OAT, FRESH, 24 OZ PG	24	1	89605	892001E122156				
14	BREAD, CINNAMON, FRESH, 20 OZ PG	20	1	70131	892001E122300				
15	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, SEEDED, PAN BAKED, 12 PER 22 OZ PG	22	12	70422	892001E122621				