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2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUM	BER		5. SOLICIT	ATION N	UMBER	6. SOLIC	CITATION ISSUE
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15. DELIVER TO	CODE	<u> </u>	16. ADMIN	ISTERED	ВҮ	i	⊠ RFQ [CODE	SPE300
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25, ACCOUNTING AND APPROPRIA	ATION DATA					ł	FAL AWARD AMOL	I INT (For Gov	t. Use Only)
27s. SOLICITATION INCORPORATI		•					A ARE	닐	OT ATTACHED.
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ADDITIONAL SHEETS SUBJECT	TO THE TERMS AND CON		ED D	HEREIN	IS ACCEPT	red as 1			
JOB, NAME AND TITLE OF SIGNER	(Type br Print) 30c, D	ATE SIGNED	31b, NAME	OF CON	TRACTING	OFFICE	R (Type or Print)	le <u>.</u>	DATE SIGNED
NICHAILU LOISI CO - PRESINEN	T 9	11/18	Ka	ser	n Br	adl	iey	()	2018 SEP 11

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				S 1. REQUISITION NUMBER PAGE 1 1000068820				AGE 1 OF 8		
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30b. NAME AND TITLE OF	SIGNER (Type or Print)	30c. DATE SIGNED		OF CONTRACTING	U	R (Type or	Print)	3	Ic. DATE SIGNED	_
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PARTIAL 38. S/R ACCOUNT	FINAL NT NO.	39. S/R VOUCH	HER NUMBER	40. PAID BY			COMPLETE	PA	RTIAL FINAL		
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41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			D AT (Location,)				
							C'D (YY/MM/DE		42d. TOTAL CONTAII	NERS	
							•				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 3 OF 8 PAGES						
	SPE300-18-D-5101							
This is an Indefinite Delivery Purchase Order awarded to Hartford Provision Company under the authority of FAR 13.5, Simplified Procedure for Certain Commercial Items. All terms and conditions of solicitation SPE300-18-R-X035, including Amendments 0001 through 0002, and the offer from Hartford Provision Company dated 8/17/2018 are incorporated by reference into this contract SPE300-18-D-5101 and the administrative dairy catalog SPE30018DVA01.								
England (Connecticut, Massa until approximately 175 day dollar value of this Indefin \$450,000.00 (10% of the esti	e Vendor full line food service support for authorized customers chusetts, and Rhode Island) region for a performance period state (6 months) or until the maximum dollar value of \$7,000,000.00 hite Delivery Purchase order is \$7,000,000.00. The guaranteed minated dollar value). Once orders up to the guaranteed minimum chave no further ordering obligation under the Indefinite Delive	arting September 16, 2018 has been met. The maximum inimum dollar value is dollar value have been						

Block #10, Unrestricted should be checked
Block #25 Accounting and Appropriation Data: 97X4930 5CBX 001 S33189

Part 12 Clauses

52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016) FAR

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUL 2018), ALT I (FEB 2000) FAR

52.202-1 DEFINITIONS (NOV 2013) FAR

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) FAR

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016) DFARS

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

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

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) 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

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015) DFARS

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

As prescribed in 16.506(e), insert the following clause:

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall

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Part 12 Clauses (CONTINUED)

furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

As prescribed in 216.506(a), use the following clause:

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from <u>September 16, 2018</u> through <u>March 11, 2019</u> *[insert dates].*
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) (1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
 - (2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
 - (3) Orders may be issued orally only if authorized in the schedule.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC) (MAR 2016), ALT I (MAR 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), ALT I (FEB 1999) FAR

As prescribed in 22.810(e), add the following as a preamble to the clause:

Notice: The following terms of this clause are waived for this contract: [Contracting Officer shall list terms].

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR

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

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

52.232-17 INTEREST (MAY 2014) FAR

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

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Part 12 Clauses (CONTINUED)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) DFARS

As prescribed in <u>232.7004(b)</u>, use the following clause:

- (a) Definitions. As used in this clause-
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- (b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall-
 - (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
 - (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
 - (1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s).

Note: If a "Combo" document type is identified but not supportable by the

Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report"

(stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver	
(DoDAAC)	
Service Acceptor	
(DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	_
DCAA Auditor DoDAAC	
Other DoDAAC(s)	
	· ·

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule"

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Part 12 Clauses (CONTINUED)

if multiple ship to/acceptance locations apply, or "Not applicable.")

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

- (g) WAWF point of contact.
 - (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

52.242-13 BANKRUPTCY (JUL 1995) FAR

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

As prescribed in 243.205-71, use the following clause:

- (a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.
- (b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

- (c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including
 - (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
 - (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to
 - (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
 - (2) Final adjustments under an incentive provision of the contract.

(End of clause)

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Part 12 Clauses (CONTINUED)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in <u>52.107(b)</u>, insert the following clause:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: https://www.acquisition.gov/?q=browsefar

DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

Attachments

List of Attachments

File Name	Description
ATTACH_Signed_SPE300	Signed SPE30018D5101
18D5101_SF1449	SF1449.pdf
ATTACH_ATTACHMENT_1STATEMENT_OF_WO RK	ATTACHMENT 1 - STATEMENT OF WORK. pdf
ATTACH_ATTACHMENT_2	ATTACHMENT 2 -
CLAUSES	CLAUSES.pdf