

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

1. REQUISITION NUMBER
 2. CONTRACT NO. SPE300-19-D-W610
 3. AWARD/EFFECTIVE DATE 2019 APR 14
 4. ORDER NUMBER
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: **a. NAME**
b. TELEPHONE NUMBER (No collect calls)
 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE SPE300
 DIA TROOP SUPPORT
 DIRECTORATE OF SUBSISTENCE
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-5096
 USA
 Local Admin: Damaris Figueroa DDF0003 Tel: 215-737 2430
 Email: Damaris.Figueroa@dia.mil

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN OWNED SMALL BUSINESS PROGRAM
 HUBZONE SMALL BUSINESS EDWOSB NAICS: 311812
 SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 Net 10 days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE
 SEE SCHEDULE

16. ADMINISTERED BY CODE SPE300
 SEE BLOCK 9
 Critical/R: PAS: None

17a. CONTRACTOR/ OFFEROR CODE 48008 FACILITY CODE
 Flowers Foods, Inc. DBA Flowers Foods
 1919 Flowers Cir
 THOMASVILLE GA 31757-1137
 USA
 TELEPHONE NO. 2292272226

18a. PAYMENT WILL BE MADE BY CODE SL4701
 DEF FIN AND ACCOUNTING SVC
 BSM
 P O BOX 182317
 COLUMBUS OH 43218-2317
 USA

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. 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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 62.212-1, 62.212-4, FAR 62.212-3 AND 62.212 5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 62.212-4. FAR 62.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

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

29. AWARD OF CONTRACT: REF. spe 30018rx34 OFFER DATED 2019 Apr-14. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: See schedule of items

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Brock Sellers

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Carrie L. McKendry

30b. NAME AND TITLE OF SIGNER (Type or Print)
 Brock Sellers VP of Sales

30c. DATE SIGNED
 3-29-19

31b. NAME OF CONTRACTING OFFICER (Type or Print)
 Carrie L. McKendry

31c. DATE SIGNED
 2019 MAR 27

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)
		42d. TOTAL CONTAINERS

Form**SOLICITATION/CONTRACT FORM**

The terms and conditions set forth in solicitation SPE300-18-R-X034 are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your final offer, which is being accepted by the Government to form this contract, Solicitation SPE300-18-R-X034 dated September 06, 2018, and all solicitation amendments issued there under as follows:

II. PERFORMANCE PERIOD:**A. Effective Period of the Contract:**

April 14, 2019 through April 10, 2021

Ordering commences on April 14, 2019 with first deliveries beginning April 14, 2019 for Troop customer.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

There is no guaranteed minimum. The maximum ceiling on this contract is \$250,000 or 24 months whichever occurs first.

Tennessee Zone	24-Month
Group 1 (DOD) Troop Customers	\$250,000

III. ORDERING CATALOGS

The following are part of Flowers Baking Company of Knoxville offer and are hereby incorporated as part of subject contract:

SUPPLIES OF SERVICES AND PRICES

ITEMS: Fresh Bread and Bakery Items listed in Attachment 1 of this document.

CUSTOMERS: DoD Troop Customers in the Tennessee Zone listed in Attachment 2 of this document.

FOB TERMS: FOB Destination for all items.

CATALOG #: DoD Troop customers will order under SPE300-19-D-W610. Flowers Baking Company of Knoxville will invoice in accordance with the customer's orders.

Flowers Baking Company of Knoxville will not invoke any additional charges for emergency orders (defined as an order that is placed for same day delivery).

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Form (CONTINUED)**DELIVERIES AND PERFORMANCE**

The following are the designated plant locations for the performance of this contract for all contract line items:

Place of Performance:

Flowers baking Company of Knoxville, LLC
SITE CODE 6113403
3100NW Park Drive
Knoxville, Tennessee 37923

Clauses:**52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)**

Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.

As prescribed in 4.2004, insert the following clause:

Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

(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

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Form (CONTINUED)

(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, 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)

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

252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (JUN 2018) DFARS

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS

As prescribed in 232.7004(b), 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

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Part 12 Clauses (CONTINUED)

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" 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.")

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Part 12 Clauses (CONTINUED)

(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)

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

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

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

Attachments**List of Attachments**

File Name	Description
ATTACH_Attachemnt_1_S OI	Attachment 1 Bread SOI. xlsx
ATTACH_Attachemnt_2	Atttachment 2 Delivery Schedule TN.d

SP2300-18-R-X034: Bread and Bakery Items for Tennessee
 Group 1: Mcghee Tyson ANG
 Offeror's Name:
 CAGE Code:
 Duns Number:

2 YEAR TOTAL

Item	Item Name/Description	Minimum PKG	Count	PKG Size	Estimate	Price per	PKG	Price per LBS	Total Price per LBS	Lead Time	Remarks:
		Size	per PKG	In OZ	LBS	PKG				In Hours	
0	Bread/ Example	1.234	1	1.20	1.000	3.00	\$	\$	\$	1.68 hours	
1	BREAD, WHOLE WHEAT, ROUND TOP, SLICED, FRESH	1.56	20	1.56	1.000	3.40	\$	\$	\$		
2	BREAD, WHITE, ROUND TOP, SLICED, FRESH	1.6	20	1.6	1.000	3.40	\$	\$	\$		
3	BREAD, RYE, SLICED, FRESH	1.6	16	1.6	1.058	3.40	\$	\$	\$		
4	BREAD, WHITE, TEXAS TOAST, SLICED, FRESH	1.6	24	1.6	2.646	3.40	\$	\$	\$		
5	BREAD, CINNAMON RAISIN, SLICED, FRESH	1.6	16	1.6	3.00	3.40	\$	\$	\$		
6	BAGELS, CINNAMON RAISIN, FRESH	1.5	6	1.5	2.28	3.40	\$	\$	\$		
7	ROLLS, HOAGIE/SUBMARINE, WHITE, "C", FRESH, SLICED	1.6	17	1.6	3.58	3.40	\$	\$	\$		
8	ROLLS, FRANKFURTER, "S", FRESH	1.6	12	1.6	3.728	3.40	\$	\$	\$		
9	ROLLS, HAMBURGER, "C", WHITE, SLICED, FRESH	1.6	12	1.6	3.714	3.40	\$	\$	\$		
10	ENGLISH MUFFINS, FRESH	1.6	6	1.6	3.38	3.40	\$	\$	\$		
									Aggregate Total	\$	

B. Bullard
 3-29-19

Delivery Schedule

Group 1: McGhee Tyson ANG

Delivery Schedule

DODAAC/LOCATION

FREQUENCY

FT6423

0600-0900/Up to (2) two deliveries per week

Rocky Top Dining Facility

134 ARW

420 Post Avenue (Upstairs)

McGhee Tyson ANG Base

Maryville, TN 37777

Poc's: SMSgt Joel A. Anderson

Phone: 865-336-4305/e-mail: Joel.A.Anderson.mil@mail.mil

TSgt Jacob F. Daniels

Phone: 865-336-4308/e-mail: Jacob.F.Daniels.mil@mail.mil