

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

1. REQUISITION NUMBER
 PAGE 1 OF 4

2. CONTRACT NO. SPE300-19-D-3235
 3. AWARD/EFFECTIVE DATE 2019 JUL 18
 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
 DLA TROOP SUPPORT
 DIRECTORATE OF SUBSISTENCE
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-5096
 USA
 Local Admin: Shannon Collins DSC9794 Tel: DSN444-2270
 Email: Shannon.Collins@dla.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 30 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
 Criticality: PAS: None

17a. CONTRACTOR/ OFFEROR CODE 4ET70 FACILITY CODE
 Hartford Provision Company, The
 DBA HPC Foodservice
 625 Nutmeg Rd N
 SOUTH WINDSOR CT 06074-2440
 USA
 TELEPHONE NO. 8008839800
 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) \$7,576,803.31

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 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. _____ OFFER DATED 0000-00-00 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 *Richard Loistein*
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (Type or Print) RICHARD LOISTEIN CO-PRESIDENT
 30c. DATE SIGNED 7/18/19
 31b. NAME OF CONTRACTING OFFICER (Type or Print)
 31c. DATE SIGNED 2019 JUL 18

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

This contract is awarded to HPC Foodservice in accordance with 10 U.S.C. 2304(c)(1), whereby award was made using other than full and open competition. All terms and conditions of solicitation SPE300-18-R-X035, and the resulting contract SPE300-18-D-5101, are incorporated herein and only supplemented by those terms and conditions included in this contract, SPE300-19-D-3235.

This contract provides for prime vendor full line food service for Southern New England customers for a performance period of July 18, 2019 through February 22, 2020.

All of HPC Foodservice's distribution prices remain unchanged from those agreed upon in contract SPE300-18-D-5101. All other terms and conditions from that contract, and its underlying solicitation, as provided above remain the same and are only changed when conflicting with the terms and conditions contained within this contract document, which will control in case of a conflict. All references to "Indefinite Delivery Contract (IDC)" in the previous solicitation, SPE300-18-R-X035, are deleted.

The awardee may complete the annual representations and certificates electronically at <https://www.SAM.gov>.

Estimated Dollar Value: \$4,888,260.20

Maximum dollar value including surge of 155%: \$7,576,803.31

Guaranteed Minimum dollar value of 10% of estimated dollar value: \$488,260.20

Block #10, Unrestricted should be unchecked

Block #20, Schedule of Supplies/Services, "See Schedule" is removed

Block #25, Accounting and Appropriation Data: 97X4930 5CBX 001 2620 S33189

Paragraph 15 is added to Statement of Work (SOW), Section V. Ordering and Deliveries & Performance as follows:

15. FEMA Order Tracking:

A. In order to facilitate tracking of shipments for Federal Emergency Management Agency (FEMA) orders, the following information is required within 3 hours of material shipment: commercial bill of lading (CBL), delivery order (DO) number, trailer number, trailer license plate number, trailer license plate state, seal number, origin facility, destination facility, estimated delivery date/time, actual shipped date/time, comments. A sample spreadsheet is attached.

B. For orders shipped directly to destination by the Prime Vendor, the information shall be emailed to FEMA-TRACC-HQ@FEMA.DHS.GOV with a copy to Kaitlin.Overstreet@associates.fema.dhs.gov and Kathleen.Bareswilt@associates.fema.dhs.gov

C. For orders shipped using trailers provided by DLA Distribution, the information shall be emailed to the DLA Distribution Vendor Shipment Module (VSM) office at delivery@dla.mil

ADDITIONAL CLAUSES:

52.216-01 TYPE OF CONTRACT (APR 1984) FAR The Government contemplates award of a Fixed Price with EPA contract resulting from this solicitation. (End of provision)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$7,576,803.31;

(2) Any order for a combination of items in excess of \$7,576,803.31; or (3) A series of orders from the same ordering office within 219 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section. (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section. (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(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 through 18 July 2019 through 22 February 2020.

The following Customers/Delivery Points (Child Development Centers/Youth Centers) are hereby deleted from the

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-19-D-3235	PAGE 4 OF 4 PAGES
--------------------	--	-------------------

Statement of Work as of October 1, 2018.

HANSCOM AFB, MA

FT9424HANSCOM AFB CDC, MA
FT9472HANSCOM AFB CDC, MA

HANSCOM AFB CDC, MA (Child Development Center)
BLDG# 1994 POC: WILLIAM E. MCKEE
1 MCGAULEY WAY, HANSCOM AFB,
MASSACHUSETTS, 17311 UNITED STATES