

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

| | | | |
|---------------------------------------|--|--|--|
| 1. REQUISITION NUMBER 1000019496 | | PAGE 1 OF 4 | |
| 2. CONTRACT NO. SPE300-15-D-B400 | 3. AWARD/EFFECTIVE DATE 2015 JUN 26 | 4. ORDER NUMBER | 5. SOLICITATION NUMBER SPE300-15-R-0008 |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | b. TELEPHONE NUMBER (No collect calls) |
| | | 8. OFFER DUE DATE/ LOCAL TIME 2014 DEC 17 | |

| | | | |
|--|----------------|---|--|
| 9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Randy Kim PSPRPBS Tel: 215-737-4539 Email: Randy.Kim@dlm.mil | CODE SPE300 | 10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS | <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311812 <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 days | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. RATING |
| | | 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | |

| | | | |
|--------------------------------|------|--|----------------|
| 15. DELIVER TO SEE SCHEDULE | CODE | 16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None | CODE SPE300 |
|--------------------------------|------|--|----------------|

| | | | | |
|--|---------------|---------------|--|----------------|
| 17a. CONTRACTOR/ OFFEROR GATE CFV SOLUTIONS, INC. DBA GLOBAL AGRICULTURE TECHNOLOGY AND 3490 MARSHA LANE VERO BEACH FL 32967-5654 USA TELEPHONE NO. 7813540543 | CODE 1TFE0 | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA | CODE SL4701 |
|--|---------------|---------------|--|----------------|

| | |
|--|---|
| <input type="checkbox"/> 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. <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) \$2,604,769.69 |
|---------------------------------------|---|

| | |
|--|--|
| <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 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. SPE30015R0008 OFFER DATED 2015-May-20. 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) |
| 30b. NAME AND TITLE OF SIGNER (Type or Print) Scott Ross VP Sales | 30c. DATE SIGNED 6/26/15 |
| 31b. NAME OF CONTRACTING OFFICER (Type or Print) Lynn Luc | 31c. DATE SIGNED 2015 JUN 26 |

| 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

Direct Vendor delivery of Bag-In Box Non-Carbonated beverage products and related dispensing equipment.

Solicitation number: SPE300-15-R-0008

Guaranteed minimum: \$3,000.00 per contract (Contract award does not guarantee sales, nor reimbursement above the guaranteed minimum).

Contract maximum: \$6,511,924.23

Contract ordering period start:

Tier 1: 6/28/2015 - 6/24/2017 (24 months)

Tier 2: 6/25/2017 - 12/22/2018 (18 months)

Tier 3: 12/23/2018 - 6/27/2020 (18 months)

First Order day: 6/29/2015

First Delivery day: 7/1/2015

Contract Type: Indefinite Quantity/ Indefinite Delivery contract for the supply and direct delivery of Non-Carbonated beverage products to Land & Ships customers in Continental United States (CONUS), Alaska, Hawaii, and Guam.

Solicitation SPE300-15-R-0008 with amendment 0001 is incorporated by reference.

The following documents from the vendor's offer are hereby incorporated into this contract:
The Non-Price Proposal and Price Proposal which took no exception to the terms and conditions of Solicitation SPE300-15-R-0008.

Final Proposal Revision dated May 20, 2015 @ 3:00 p.m. Eastern Standard Time.

FOB terms: FOB Destination for all items, unless otherwise specifically stated.

CONTINUED ON NEXT PAGE.

Schedule of Supplies/Services

June 28, 2015 - June 27, 2020 - TIERS 1, 2, and 3

Contract number SPE300-15-D-B400 will be used for CONUS Land customers. For administrative purposes, the following electronic ordering catalogs are established to support other customers as listed:

SPE300-15-D-9005 – for Navy Ships customers

SPE300-15-D-9006 – for Hawaii customers

SPE300-15-D-9007 – for Guam customers

SPE300-15-D-9008 - for Alaska customers

For List of Current Ship-To DODDACS / Customers:

Please refer to Statement of Work (SOW)

Note: All terms and conditions of solicitation SPE300-15-R-0008 are incorporated into this contract by reference. If any of those terms conflict with the terms herein the instant contract document, the latter will control. Clauses may be updated during contract performance if appropriate and as mutually agreed upon.

Schedule of Supplies/Services

Note: The non-carbonated bag in box products supplied under this contract have a 400:1 yield ratio, meaning that 1 gallon of product yields 400 gallons of consumable product.

June 28, 2015 through June, 24 2017 - (Tier One - 24 months)

Category 2 - NON-CARBONATED Bag-In-Box Beverage Products – Ice Tea, Sweet Tea, Green Tea, Peach Tea, Raspberry Tea, Vitamin Enhanced Water Mango, Vitamin Enhanced Water Orange, Vitamin Enhanced Water Blueberry Pom, Vitamin Enhanced Water Lemonade, Vitamin Enhanced Water Punch, Isotonic Lemon-Lime, Isotonic Punch, Isotonic Grape, Isotonic Orange, Isotonic Black Cherry, Lemonade Drink, Tropical Punch Drink, Grape Drink, Orange Drink, Strawberry Drink, etc. (Additional flavors may be available depending on location).

| <u>LINE ITEM</u> | <u>CUSTOMERS</u> | <u>UNIT PRICE (Per Gallon)</u> |
|------------------|--|--------------------------------|
| 0006 | CONUS LAND: Army, Air Force, Marines, Coast Guard land, Navy land, and other DoD customers | [REDACTED] |
| 0007 | CONUS SHIPS: Coast Guard Cutters And Naval Ships | [REDACTED] |
| 0008 | Alaska customers | [REDACTED] |
| 0009 | Hawaii Customers | [REDACTED] |
| 0010 | Guam Customers | [REDACTED] |

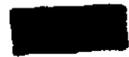
June 25, 2017 through December 22, 2018 - (Tier Two - 18 months)

Category 2 - NON-CARBONATED Bag-In-Box Beverage Products – Ice Tea, Sweet Tea, Green Tea, Peach Tea, Raspberry Tea, Vitamin Enhanced Water Mango, Vitamin Enhanced Water Orange, Vitamin Enhanced Water Blueberry Pom, Vitamin Enhanced Water Lemonade, Vitamin Enhanced Water Punch, Isotonic Lemon-Lime, Isotonic Punch, Isotonic Grape, Isotonic Orange, Isotonic Black Cherry, Lemonade Drink, Tropical Punch Drink, Grape Drink, Orange Drink, Strawberry Drink etc. (Additional flavors may be available depending on location).

| <u>LINE ITEM</u> | <u>CUSTOMERS</u> | <u>UNIT PRICE (Per Gallon)</u> |
|------------------|--|--------------------------------|
| 0006 | CONUS LAND: Army, Air Force, Marines, Coast Guard land, Navy land, | [REDACTED] |

and other DoD customers

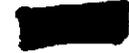
0007 CONUS SHIPS: Coast Guard Cutters
and Naval Ships



0008 Alaska customers



0009 Hawaii Customers



0010 Guam Customers



December 23, 2018 through June 27, 2020 - (Tier Three - 18 months)

Category 2 - NON-CARBONATED Bag-In-Box Beverage Products – Ice Tea, Sweet Tea, Green Tea, Peach Tea, Raspberry Tea, Vitamin Enhanced Water Mango, Vitamin Enhanced Water Orange, Vitamin Enhanced Water Blueberry Pom, Vitamin Enhanced Water Lemonade, Vitamin Enhanced Water Punch, Isotonic Lemon-Lime, Isotonic Punch, Isotonic Grape, Isotonic Orange, Isotonic Black Cherry, Lemonade Drink, Tropical Punch Drink, Grape Drink, Orange Drink, Strawberry Drink etc. (Additional flavors may be available depending on location).

| <u>LINE ITEM</u> | <u>CUSTOMERS</u> | <u>UNIT PRICE (Per Gallon)</u> |
|-------------------------|--|---------------------------------------|
| 0006 | CONUS LAND: Army, Air Force, Marines, Coast Guard land, Navy land, and other DoD customers | |
| 0007 | CONUS SHIPS: Coast Guard Cutters and Naval Ships | |
| 0008 | Alaska customers | |
| 0009 | Hawaii Customers | |
| 0010 | Guam Customers | |

Schedule of Supplies/Services

June 28, 2015 - June 27, 2020 - TIERS 1, 2, and 3

The total duration of this contract with three separate tiers shall not exceed 5 years (Note: the first tier period is 24 months, and the second tier and third tier are 18 months each).

The effective date of this award is 28 June 2015. The first order will take place 29 June 2015 and will continue for a period of five years until 27 June 2020.

Since multiple Bag-In-Box contracts were awarded, individual DLA customers, having selected an initial BIB contractor following the instant awards, may choose to switch BIB contractors at any time after an initial 12 month period; customers may not switch from one supplier to another more than once per 12 months, except in special circumstances that are approved on a case-by-case basis by the Contracting Officer at his/her full discretion. Said circumstances include, but are not limited to, performance issues involving delivery as well as availability of product, failure to comply with any of the terms of the contract, etc. A customer may switch contractors by providing a minimum of 30 days' notice to the current servicing contractor as well as the Contracting Officer or a lesser timed notice so long as it is mutually agreed to between the customer and the contractor. The outgoing contractor must remove its dispensing equipment from the premises as soon as possible after a switch in contractors. The Government will not be responsible for dispensing equipment that is not picked up by the vendor. The notification for switching vendor must be done in writing by the customer to the Contracting Officer.

Note: This contract does not include juice products, defined as 100% juice or juice blends containing more than 20% juice.

Note: Offered prices per line item for Category 1 (Carbonated) and Category 2 (Non-Carbonated) include not only the cost of the product, but also the cost of furnishing dispensing equipment, carbon dioxide (CO₂) containers, delivery, installation, and maintenance of machines.

Note: Navy customers will order CO₂ separately due to funding issues specific to the Navy; Contractor(s) shall still furnish adequate instruction in the use of each system.

Note: At no time during the contract period will contractors be allowed to hassle or put undue distress on a customer while that contractor markets its products and solicits for business. Said efforts by a contractor must be reasonable and appropriate, at all times complying with the rules and regulations applicable at a customer's facility or location. If necessary, the Contracting Officer will take appropriate action against any contractor whose behavior conflicts with this code of conduct.

Guaranteed Minimum:

\$3,000.00 per contract (Contract award does not guarantee sales, nor reimbursement above the guaranteed minimum).

Estimated Maximum Value:

250% of the aggregate contract dollar value for the total 5 year contract period. The number of delivery points for each contractor is based on current demand, and can increase (up to the maximum) or decrease per the customer's request in accordance with the provisions of the contract.

Delivery:

Contractor will be required to make delivery within 48 hours or 2 business days of receipt of order. Saturdays, Sundays, and Holidays are not considered business days.

At the time of each delivery, the Contractor(s) shall remove from the premise of the Government all empty reusable CO2 containers, unless the Contracting Officer grants permission in writing for less frequent removal. The Government shall not be liable for any damage to, or loss or destruction of containers and equipment furnished by the contractor(s).

Minimum Order:

The minimum order quantity is FIVE (5) Individual Bag-In-Box (BIB) products per purchase order. Minimum order is any size/flavor combination of 5 BIBs (individual BIB size does not matter). For dual pour customers, 5 Beverage-In-Box products must be ordered from each Contractor. Carbon Dioxide (CO2) containers are provided to the customer free of charge with the minimum 5 individual Bag-In-Box ("BIB") order. The Government is not obligated to purchase, nor the Contractor obligated to furnish, any quantity less than the minimum order quantity of FIVE (5) Individual Bag-In-Box (BIB) products.

No Substitutions:

Orders will be filled on a "fill or kill" basis. If an item is not available, the contractor is not to substitute an item. DLA Troop Support will not be responsible for payment of any items not appearing on a STORES purchase order.

Emergency Orders:

Under the terms of this contract, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government are authorized.

Purchase Orders:

There shall only be one invoice per purchase order. 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. Payment **will not** be made for items not appearing on the purchase order.

Invoicing and Ordering Notes:

Under this contract, all customers are required to electronically submit every order through the Government's Subsistence Total Order and Receipt Electronic System (STORES). Orders shall be submitted by the customer no later than 10:00 a.m. two (2) days prior to the desired delivery date in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery

Line items must be available on the Subsistence Total Order and Receipt Electronic System (STORES) catalog in order to be ordered and delivered. Items not on the STORES catalog cannot be ordered from the contractor, and the contractor shall not deliver items that are not on the electronic catalog. Payment **will not** be made for items not appearing on the catalog at time of order.

The contractor must notify the customer within 24 hours after order placement, when there is non-availability of an item or items. If it appears that the contractor will not be able to fulfill the order in time to meet the required delivery date, the contractor shall advise the customer of its Not-in-Stock position so that the customer can go in STORES to adjust the receipt.

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.

All pricing is effective at the time order is submitted.

Every Invoice shall contain the following information in a **CLEAR and LEGIBLE** manner in which DoD Finance personnel will accept its legitimacy:

1. Customer/Recipient signature (name and title of official receiving shipment);
2. Contract Number;
3. Call Number;
4. Purchase Order Number;
5. Invoice Number;
6. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
7. DODAAC;
8. Item Nomenclature;
9. LSN or NSN;
10. Quantity purchased per item in DLA TROOP SUPPORT's unit of issue;
11. Clearly identified and annotated changes on all copies;
12. Total dollar value of each invoice (reflecting changes to the shipment, if applicable);
13. Required Delivery Date (RDD) i.e. 5/3/12.

Addition/Deletion of Items:

The Government may add, delete, or replace items on the contract as customer needs change. The price of an added line item will be the same as the contract price for the item category corresponding to the new item. (For example, the post-award addition of a new carbonated soda flavor will be priced at the carbonated category price.) Items will be added to the contract and STORES catalog upon written agreement between the contractor and Contracting Officer.

Additional Customers:

The Government reserves the right to add DoD and non-DoD customers at no additional cost, based on a written mutual agreement specified between DLA Troop Support and the contractor.

Product Quality:

Contractor is required to deliver fresh product with a shelf life of no less than 60 days.

Dual Pour Customers:

Some customers may require "dual pour", in which two or more contractors provide product to enhance customer choice. Each contractor will be responsible for maintaining and servicing their own individual equipment.

CO2 must be ordered from the same supplier that is providing the ordered product. Customers shall not utilize CO2 from one contractor for products from another Contractor. DLA Troop Support will not be responsible for any charges stemming from CO2 that was ordered and/or used from the incorrect supplier.

There shall be no price adjustment made if customers decide to utilize "dual pour". Services and maintenance required must be received from the correct and appropriate supplier. If wrong supplier is dispatched by the customer for service or maintenance needs, DLA Troop Support will not be responsible for the charges incurred.

Packaging and Labeling:

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling standards in compliance with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. Standard commercial markings for individual packages will be used to clearly mark and identify the nature of contents and the expiration date. All markings shall be clear, legible, non-fading, and durable. All items must be adequately protected at all times and inclement weather. The Contractor shall be responsible for abiding by any applicable packaging, packing, and marking regulations of all Land and Ships Customers in Continental United States (CONUS), Alaska, Hawaii, and Guam in/through which product will be stored/transported.

Inspection Requirements:

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

Note: 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, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

Note: CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINTS AS DESIGNATED FOR INSPECTION OF HIS/HER PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

Note: RAPID GATE or other similar security clearance is currently a requirement for access to some military bases; the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

ORDERING, INVOICING AND PAYMENT POINTS-OF-CONTACT:

CONTRACTOR POINT(S) OF CONTACT FOR ORDERING: Gillian Callaghan
PHONE NUMBER: (718)354-0543
FAX NUMBER: (772)388-6095
EMAIL: gncallaghan@gatecfv.com

CONTRACTOR POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: Gillian Callaghan
PHONE NUMBER: (718)354-0543
FAX NUMBER: (772)388-6095
EMAIL: gncallaghan@gatecfv.com