

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER 1000062034	PAGE 1 OF 6
2. CONTRACT NO. SPE300-18-D-P332	3. AWARD/EFFECTIVE DATE 2018 JUL 20	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-18-R-0007	6. SOLICITATION ISSUE DATE 2018 FEB 13
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 DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Amy Paradis DAP0076 Tel: 215-737-3637 Email: Amy.Paradis@dla.mil	CODE SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) NAICS: 311991 SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 days	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS:None	CODE SPE300
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17a. CONTRACTOR/ OFFEROR OAKES FARMS FOOD DISTRIBUTION SERVICES, LLC DBA 4206 Mercantile Ave NAPLES FL 34104-3346 USA TELEPHONE NO. 2392632502	CODE 7UWN4	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
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<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
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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) \$46,875,000.00
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<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 checked="" type="checkbox"/> ARE	<input 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. SPE300-18-R-0007 OFFER DATED 2018-Jul-17 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
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or Print) President, Anthony K. High	31b. NAME OF CONTRACTING OFFICER (Type or Print) Leah Albright
30c. DATE SIGNED 7-20-18	31c. DATE SIGNED 7/20/18

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

Form**I. SOLICITATION/CONTRACT FORM**

The terms and conditions set forth in solicitation SPE300-18-R-0007 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-0007 dated July 17, 2018, and all solicitation amendments issued there under as follows:

Amendment 0001, dated February 28, 2018
 Amendment 0002, dated March 15, 2018
 Amendment 0003, dated March 19, 2018
 Amendment 0004, dated April 12, 2018

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

Tier 1 - July 20, 2018 through July 19, 2020
 Tier 2 - July 20, 2020 through January 19, 2022
 Tier 3 - January 20, 2022 through July 19, 2023

Ordering commences on August 12, 2018 with first deliveries beginning August 15, 2018 for Troop and August 20, 2018 for School customers.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

The following chart includes the 5 year estimated dollar value, along with the guaranteed 10% minimum and 250% maximum. The guaranteed minimum and maximum, although based on estimates, are a firm dollar amount calculated as a percentage of the estimated dollar value; that firm dollar amount constitutes the Government's legal ordering obligation under the contract.

North Florida Zone	24 Month Estimate (1 st Tier)	5 Year Estimate (Total Including all Tiers)	10% Min (12 months)	250% Max (5 Years)
Group 1 – Troops	\$3,500,000.00	\$8,750,000.00	\$175,000.00	\$21,875,000.00
Group 2 - Schools	\$4,000,000.00	\$10,000,000.00	\$200,000.00	\$25,000,000.00
Total	\$7,500,000.00	\$18,750,000.00	\$375,000.00	\$46,875,000.00

The term "5 Year Estimate" refers to the Government's good faith estimate of the requirement for all three (3) Tier periods.

The total minimum contract dollar value is \$375,000.00.

The maximum contract dollar value is \$46,875,000.00.

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Form (CONTINUED)**III. START-UP PERIOD**

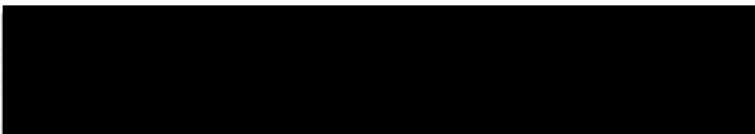
The Contractor's startup period will take place prior to the first order and is included in the 24-month base Tier period. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within fifteen (15) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions for all customers covered by this solicitation. An additional thirty (30) days will be granted for actual implementation. No more than forty-five (45) days after award will be permitted for each contractor to have fully functional distribution accounts in place for all customers.

IV. ORDERING CATALOGS

The following are part of Oakes Farms Food & Distribution Services, LLC.'s (Oakes Farms) offer and are hereby incorporated as part of subject contract:

Offered delivered price to be utilized for first week of ordering. The Pricing Proposal spreadsheet submitted on July 17, 2018 is attached.

Distribution price for the Contract Period is as follows:

**SUPPLIES OF SERVICES AND PRICES**

ITEMS: Full-Line Fresh Fruit and Vegetables

CUSTOMERS: DoD and Non-DoD USDA Customers in the North Florida Zone listed in Attachment 2 of this document.

FOB TERMS: FOB Destination for all items.

NOTE: Paragraph (D) of Section VII "ECONOMIC PRICE ADJUSTMENT" contained in the Solicitation enforces an upward ceiling on any economic price adjustments applicable to the instant Contract. Specifically, the aggregate of contract Delivered Price increases for each line item on the catalog subject to this provision shall not exceed 100 percent (%) for DoD Troops and 120 percent (%) for USDA Schools above that line item's initial Delivered Price on the awarded catalog. The respective percent (%) ceiling for each line item is in effect throughout the entire length of the contract period. To further illustrate this point, Attachment 1 (Final Pricing) includes a separate column that identifies the percentage EPA ceiling for the individual Delivered Prices of each line item on the catalog. This price represents the maximum increase in Delivered Price allowable for the entire 5-year length of the Contract. For additional information, see the EPA provision as specified in the Solicitation. That said, please be aware that just because an awardee furnishes a price revision on a bi-weekly basis that falls within the EPA clause's 100 percent (%) for DoD Troops and 120 percent (%) for USDA Schools ceiling, does not automatically deem that price "fair and reasonable" and thus acceptable. The EPA provision is merely one separate factor that is considered by the Contracting Officer in arriving at his/her final "fair and reasonable" price determinations. Therefore, it is important to note that all other provisions of the Solicitation/Contract must be adhered to in

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Form (CONTINUED)

conjunction with the aforementioned EPA provision.

CATALOG #: DoD Troop customers will order under SPE300-18-D-P332, Guantanamo Bay Exports (Barge) customers will order under SPE300-18-D-PA16, Guantanamo Bay Warehouse customers will order under SPE300-18-D-CA07, and DoD Non-DoD USDA School customers will order under SPE300-18-D-S332. Oakes Farms will invoice in accordance with the customer's orders.

All catalog pricing is valid from Sunday at 12:00 AM (Eastern Time (ET), standard or daylight as applicable) through 11:59 PM on the Saturday of the following week. Catalog updates must be received no later than 12:00 P.M. EST the preceding Wednesday of the ordering period.

The Troop Customers are required to place orders for "skip day" delivery. The School Customers are required to place orders no later than 96 hours before delivery date.

All pricing will be firm at time of order.

Oakes Farms will not invoke any additional charges for emergency orders (defined as an order that is placed for same day delivery).

DELIVERIES AND PERFORMANCE

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

Place of Performance:

Oakes Farms Food & Distribution Services, LLC.
4206 Mercantile Avenue
Naples, FL 34104

Chapman Produce, a DBA of Chapman & Bruijn Produce, Inc.
3436 Weems Road
Tallahassee, FL 32317

Part 12 Clauses

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

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

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Part 12 Clauses (CONTINUED)

Standard Element ZB_204_7009 has no Title

Attachments**List of Attachments**

File Name	Description
ATTACH_Attachment 1- Final Proposal	Attachment 1 - F
ATTACH_Attachment 2- Delivery Schedule	Attachment 2 - D