

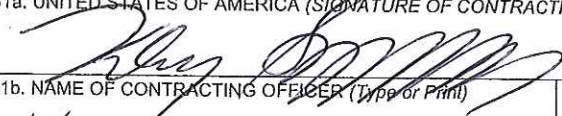


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000065345		PAGE 1 OF 10							
2. CONTRACT NO. SPE300-19-D-P345		3. AWARD/EFFECTIVE DATE 2019 AUG 02		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-18-R-0028		6. SOLICITATION ISSUE DATE 2018 JUN 20					
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: Darren Long DDL0003 Tel: 215-737-5634 Email: Darren.Long@dia.mil				CODE SPE300		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 50 % FOR: <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:500							
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							
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None		CODE SPE300							
17a. CONTRACTOR/ OFFEROR C C PRODUCE, INC. 1100 ATLANTIC AVE KANSAS CITY MO 64116-4139 USA TELEPHONE NO. 8162414425		CODE 0X7D1		FACILITY CODE		18a. PAYMENT WILL BE MADE BY 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 <input type="checkbox"/>		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) \$48,000,000.00							
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.						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.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 30a. SIGNATURE OF OFFEROR/CONTRACTOR 						29. AWARD OF CONTRACT: REF. SPE30018R0028 OFFER DATED 2019-Apr-22 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 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 							
30b. NAME AND TITLE OF SIGNER (Type or Print) Nick Conforti		30c. DATE SIGNED 8-2-2019		31b. NAME OF CONTRACTING OFFICER (Type or Print) Kimberly Szarek		31c. DATE SIGNED 8/2/2019							

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

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-R0028 are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your offer, which is being accepted by the Government to form this contract, Solicitation SPE300-18-R0028 dated June 20, 2018, and all solicitation amendments issued there under as follows:

Amendment 0001, Dated June 26, 2018
 Amendment 0002, Dated June 28, 2018
 Amendment 0003, Dated June 29, 2018
 Amendment 0004, Dated August 13, 2018
 Amendment 0005, Dated August 21, 2018
 Amendment 0006, Dated February 13, 2019
 Amendment 0007, Dated February 20, 2019

II. PERFORMANCE PERIOD:**A. EFFECTIVE PERIOD OF THE CONTRACT:**

Tier 1 - August 2, 2019 through January 30, 2021

Tier 2 - January 31, 2021 through July 30, 2022

Ordering commences on August 18, 2019 for Troop customers with first deliveries August 20, 2019.

Ordering commences on August 18, 2019 for School and Reservations customers with first deliveries August 23, 2019.

B. ESTIMATED DOLLAR VALUE/ GUARANTEED MINIMUM/ MAXIMUM:

The following chart includes the 3 year estimated dollar value, along with 10% minimum and 200% 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.

Kansas & Missouri Zone	18-Month Estimate (Tier 1)	3-Year Estimate (Total of all Tiers)	10% Minimum	200% Max (3 Years)
Group 1 (DoD) Troop Customers	\$8,000,000.00	\$16,000,000.00	\$800,000.00	\$32,000,000.00
Group 2 (Non-DoD) USDA School/Tribe Customers	\$4,000,000.00	\$8,000,000.00	\$400,000.00	\$16,000,000.00
Total	\$12,000,000.00	\$24,000,000.00	\$1,200,000.00	\$48,000,000.00

The term "3 Year Estimate" refers to the Government's good faith estimate of the requirement for both Tier periods

The total minimum contract dollar value is \$1,200,000.00.

The maximum contract dollar value is \$48,000,000.00.

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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 first 18-month Tier period. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within (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 forty-five (45) days will be granted for actual implementation. No more than sixty (60) days after award will be permitted for each contractor to have a fully functional distribution accounts in place for all customers.

C&C Produce, Inc. (C&C) is required to submit the following:

- A. Submit an Implementation Schedule by August 9, 2019.
- B. Submit Local Purchase Procurement plan by September 6, 2019, which include the following elements:
 1. A list of specific items that the contractor currently purchases locally;
 2. A list of local growers from which the contractor sources product;
 3. Plans to expand the purchase of local items; and
 4. A list of resources that might assist in efforts to source more local products.
- C. Submit a Food Defense Plan (NOTE: download a copy of the DLA Troop Support Food Defense Checklist go to http://www.DLATroopSupport.dla.mil/subs/fs_check.pdf) by September 6, 2019.
- D. Submit a Quality Control Management Plan by September 6, 2019.

IV. ORDERING CATALOGS:

The following are part of C&C Produce offer and are hereby incorporated as part of the subject contract:

Offered delivered price to be utilized for the first week of ordering. The Pricing Proposal spreadsheet submitted on April 22, 2019.

Distribution price for the Contract Period is as follows:

SPE300-18-R-0028 Kansas & Missouri Troops (Group 1) DIP Summary per Case	C&C
Distribution Price (Tier 1)	
Distribution Price (Tier 2)	

SPE300-18-R-0028 Kansas & Missouri Schools/ Reservations (Group 2) DIP Summary per Case	C&C
Distribution Price (Tier 1)	
Distribution Price (Tier 2)	

Form (CONTINUED)

SUPPLIES OF SERVICES AND PRICES**ITEMS:** Full-Line of Fresh Fruit and Vegetables**CUSTOMERS:** DoD Troop and Non- DoD School and Reservation Customers in Kansas/ Missouri Zone listed in Attachment 2 of this document.**FOB TERMS:** FOB Destination for all items.

NOTE: Paragraph (d) of the Economic Price Adjustment provision 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 120 percent (%) for DoD Troops and 70 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 3-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 weekly basis that falls within the EPA clause's 120 percent (%) for DoD Troops and 70 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 conjunction with the aforementioned EPA provision.

CATALOG #: DoD Troop customers will order under SPE300-19-D-P345. School Customers will order under SPE300-19-D-S345. Reservation Customers will order under SPE300-19-D-R345. C&C will invoice in accordance with the customer's orders.

All catalog pricing is valid from Sunday thru the following Saturday. Catalog updates must be received no later than 12:00 P.M. EST the preceding Wednesday.

The Troop Customers are required to place orders to accommodate at a minimum a 2-day lead time, i.e "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.

C&C will not invoke any additional charges for emergency orders. As specified by the customer, all emergency order(s) for supplies must be same day or next day.

DELIVERIES AND PERFORMANCE

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

Place of Performance:

C&C Produce, Inc.

1100 Atlantic Street

North Kansas City, MO

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Form (CONTINUED)

Section XXXVI of the solicitation is removed and replaced with the below:

XXXVI. MANAGEMENT REPORTS

A. The contractor shall electronically transmit the following reports to the DLA Troop Support Contracting Officer and Account Manager on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month (e.g., reporting period of January 1 through January 31, the reports must be received by February 7).

1. Product Line Grower/Supplier Listing: This report shall list all items purchased along with quantity and dollar value. It shall be sorted by Grower/Supplier and annotate whether the grower/supplier is a large business or small business and whether the grower/supplier is local or non-local.
2. Fill Rate Report: The fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. No other method of calculating fill rates should be included. Mis-picks and damaged or rejected cases should not be included in this calculation. This report should reflect the fill-rates with and without substitutions. The report should specify fill rates per customer and an overall average fill-rate for all customers under the contract for the month being reported.
3. Rebate Reports: All rebates that have been passed along to the customer or that are due to the customers shall be summarized by listing each customer and the rebate amount. Also include the grower/supplier offering the rebate and the product usage. The total should be per customer and per order.
4. DNAD: On a monthly basis, the contractor shall create and electronically transmit an excel spreadsheet to the contracting office with the stock number, item description, case count, pounds, and dollar value of non-domestic orders filled during the month. All subsequent reports shall be cumulative for one (1) month period and submitted no later than the seventh day of the following month (e.g. reporting period of June 1 through June 30, the report must be received by July 7). The Contractor shall code the EDI 832 Ref 03 (Foreign Source Indicator) with "Y" for each item that is foreign product and "N" for each item that is not foreign product.
5. Financial Status Reports: In order to track timely payments, an accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis, at a minimum. Many vendors elect to submit this report, in the form of a spreadsheet, on a weekly basis. The report should contain information on: customer, invoice number, call, credit adjustments and balance due. It is suggested that this report contain as much information as possible to alleviate problems immediately.
6. Customer Service Report: The Contractor shall develop and provide a report summarizing all discrepancies, complaints

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Form (CONTINUED)

and all positive feedback from ordering activities and the respective resolutions by providing details of each customer service incident, including any customer service visits.

7. Descending Dollar Value Report: Sorted by line item; each line is to contain, at a minimum: DLA Troop Support stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled. This report shall be submitted by individual customer accounts and also by the total customer base in each zone.

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--

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-19-D-P345	PAGE 8 OF 10 PAGES
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Form (CONTINUED)

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (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

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:

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Part 12 Clauses (CONTINUED)

(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" 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

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Part 12 Clauses (CONTINUED)

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

Attachments**List of Attachments**

File Name	Description
ATTACH_1_Schedule_of_Items	Groups 1 a
ATTACH_2_Delivery_Schedule	Groups 1 a