

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

1. REQUISITION NUMBER
1000056203

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2. CONTRACT NO.
SPE300-18-D-P316

3. AWARD/EFFECTIVE DATE
2017 DEC 21

4. ORDER NUMBER

5. SOLICITATION NUMBER
SPE300-17-R-0033

6. SOLICITATION ISSUE DATE
2017 MAY 30

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No collect call)

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY
 DLA TROOP SUPPORT
 DIRECTORATE OF SUBSISTENCE
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-0096
 USA
 Local Admin: Matthew Sacca PSP/PDC Tel: 215-737-5586 Fax: 215-737-7474
 Email: MATTHEWSACCA@DLA.MIL

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 HUBZONE SMALL BUSINESS EDWOSB NAICS: 311891
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A) SIZE STANDARD: 800

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
 SEE SCHEDULE

16. ADMINISTERED BY
 SEE BLOCK 9
 CODE: SPE300

17a. CONTRACTOR/ OFFEROR
 Brothers Produce Of Dallas, Inc.
 2800 MacCrea Rd
 GARLAND TX 76041-3901
 USA

18a. PAYMENT WILL BE MADE BY
 DEF FIN AND ACCOUNTING SVC
 BSM
 P O BOX 182317
 COLUMBUS OH 43218-2817
 USA

TELEPHONE NO. 6129280080
 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)
 \$180,000,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-6 IS ATTACHED. ADDENDA ARE 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

29. AWARD OF CONTRACT: REF. SPE30017R0033 OFFER DATED 2017-Sep-28 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREBY IS ACCEPTED AS TO ITEMS: See schedule of items

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 James Bos

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 David A. Jellis

30b. NAME AND TITLE OF SIGNER (Type or Print)
 James Bos Vice President

30c. DATE SIGNED
 12/21/17

31b. NAME OF CONTRACTING OFFICER (Type or Print)
 DAVID A. JELIS

31c. DATE SIGNED
 12/21/17

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 (YYMMDD)

Part 12 Clauses

I. SOLICITATION/CONTRACT FORM

The terms and conditions set forth in solicitation SPE300-17-R-0033 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 SPE300-17-R-0033 dated May 30, 2017, and all solicitation amendments issued there under as follows:

Amendment 0001, dated June 28, 2017

II. PERFORMANCE PERIOD:

A. Effective Period of the Contract:

- Tier 1 - December 21, 2017 through June 20, 2019
- Tier 2 - June 21, 2019 through December 20, 2020
- Tier 3 - December 21, 2020 through June 20, 2022

Ordering commences on January 16, 2018 with first deliveries beginning January 17, 2018 for Troop and January 22, 2018 for School and Reservation customers.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

The following chart includes the 4.5 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.

Dallas, Texas Zone	18 - Month Estimate (1 st Tier)	4.5 Year Estimate (Total Including all Tiers)	10% Min	250% Max (4.5 Years)
Group 1 (DOD) Troop Customers	\$2,400,000.00	\$7,200,000.00	\$240,000.00	\$18,000,000.00
Group 2 - (Non-DoD) Schools and Reservation Customers	\$21,600,000.00	\$64,800,000.00	\$2,160,000.00	\$162,000,000.00
Total	\$24,000,000.00	\$72,000,000.00	\$2,400,000.00	\$180,000,000.00

The term "4.5 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 \$2,400,000.00.
The maximum contract dollar value is \$180,000,000.00.

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Part 12 Clauses (CONTINUED)**III. START-UP PERIOD**

The Contractor's startup period will take place prior to the first order and is included in the 18-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 Brothers Produce of Dallas, Inc.'s 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 September 25, 2017 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 Dallas, Texas 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 90 percent (%) for DoD Troops and 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 4.5-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 weekly basis that falls within the EPA clause's 90 percent (%) for DoD Troops and 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 SPE300-18-D-P315, Non-DoD USDA School customers will order under SPE300-18-D-S315, Reservation customers will order under SPE300-18-D-R315. Brothers Produce of Dallas, Inc. will invoice in accordance with the customer's orders.

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-18-D-P315	PAGE 5 OF 6 PAGES
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Part 12 Clauses (CONTINUED)

All catalog pricing is valid from Sunday thru 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 for "skip day" delivery. The School Customers are required to place orders no later than 72 hours before delivery date.

All pricing will be firm at time of order.

Brothers Produce of Dallas, Inc. 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:

Brothers Produce of Dallas
2600 McCree Road
Garland, TX 75041

Brothers Produce of Austin
979 Springdale Road
Austin, TX 78702

CLAUSES

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (DFARS MAY 2016)

NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION

FOR LITIGATION SUPPORT (MAY 2016)

(a) *Definitions.* As used in this clause --

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

"Litigation support" means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

"Sensitive information" means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract.

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Part 12 Clauses (CONTINUED)

administration, such as financial and/or management information.

(b) *Notice of authorized disclosures.* Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) *Flowdown.* Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015) FAR

52.204-20 PREDECESSOR OF OFFEROR (JUL 2010) FAR

Attachments

List of Attachments

File Name	Description
ATTACH.Attachment 1 Schedule of Items	Attachment 1 Brothers Dallas Final Schedule of Items
ATTACH.Attachment 2 Delivery Schedule	Attachment 2 Dallas Delivery Schedule.xls