

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000129601	<b>PAGE 1 OF 7</b>	
2. CONTRACT NO. SPE300-23-D-P412	3. AWARD/EFFECTIVE DATE 2023 AUG 25	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-21-R-0031	6. SOLICITATION ISSUE DATE 2022 MAY 26		
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 D RECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PH LADELPHIA PA 19111-5096 USA Local Admin: Maria Silvester DMS0134 Email: Maria.Silvester@dla.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: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311991 <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		
15. DELIVER TO SEE SCHEDULE			16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR STERN PRODUCE COMPANY, INC. 3200 S 7TH ST PHOENIX AZ 85040-1113 USA TELEPHONE NO. 6027234295	CODE 3HGJ7	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) \$165,000,000.00		
<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 <u>1</u> 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. <u>SPE30021R0031</u> OFFER DATED <u>2023-May-09</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS: <u>18426160.28</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Kimberly Hartzell</i>			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
			Kimberly Hartzell KIMBERLY.HARTZELL@DLA.MIL		2023 AUG 25	

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 (YY/MM/DD)
		42d. TOTAL CONTAINERS

**Form****I. SOLICITATION/CONTRACT FORM**

The terms and conditions set forth in the solicitation SPE300-21-R-0031 are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your final offer dated May 9, 2023 which is being accepted by the Government to form this contract.

**II. Performance Period:****A. Effective Period of the Contract:**

**Tier 1:** August 25 , 2023 - August 24, 2025

**Tier 2:** August 25, 2025 - February 23, 2027

**Tier 3:** February 24, 2027 - August 24, 2028

Ordering commences on September 5, 2023 with first deliveries beginning September 7, 2023 for Troop customers and on September 12, 2023 for School and Reservation customers.

**B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM**

Arizona Zone	24 – Month Estimate (1st Tier)	5 – Year Estimate (Total Including all 3 Tiers)	10% Min (12 months)	300% Max (5 Years)
Group 1 - Troops	\$2,000,000	\$5,000,000	\$100,000	\$15,000,000
Group 2 - Schools and Reservations	\$20,000,000	\$50,000,000	\$1,000,000	\$150,000,000
<b>Total</b>	<b>\$22,000,000</b>	<b>\$55,000,000</b>	<b>\$1,100,000</b>	<b>\$165,000,000</b>

**Group 1 (Arizona Troops)**

The 10% Guaranteed Minimum contract value is \$100,000.00 and the 300% Maximum contract dollar value is \$15,000,000.00. The guaranteed minimum and maximum, although based on estimates, are a firm dollar amount calculated as a percentage of the estimated dollar value, The guaranteed minimum constitutes the Government's legal ordering obligation under the contract.

The 24 Month (1<sup>st</sup> Tier) Estimate is \$2,000,000.00 and the 5 Year (All Tiers) Estimate is \$5,000,000.00. The term “5 Year Estimate” refers to the Government's good faith estimate of the requirement for all Tier periods.

**Group 2 (Arizona Schools)**

The 10% Guaranteed Minimum contract dollar value is \$1,000,000.00 and the 300% Maximum contract dollar value

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**Form (CONTINUED)**

is \$150,000,000.00. The guaranteed minimum and maximum, although based on estimates, are a firm dollar amount calculated as a percentage of the estimated dollar value. The guaranteed minimum constitutes the Government's legal ordering obligation under the contract.

The 24 Month (1st Tier) Estimate is \$20,000,000.00 and the 5 Year (All Tiers) Estimate is \$50,000,000.00. The term "5 Year Estimate" refers to the Government's good faith estimate of the requirement for all Tier periods.

**I. START-UP PERIOD**

The Contractor's startup period will take place prior to the first order and is included in the 24-month Tier 1 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 sixty (60) days will be granted for actual implementation. No more than thirty (30) days after award will be permitted for the contractor to have fully functional distribution accounts in place for all customers.

Stern Produce Company, Inc., is required to submit the following:

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;
4. A list of resources that might assist in efforts to source more local products.

B. Submit a Food Defense Plan (NOTE: download a copy of the DLA Troop Support Food Defense Checklist go to ([https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food\\_defense\\_check.pdf](https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf)) by August 31, 2023.

C. Submit a Quality Control Management Plan by October 23, 2023.

**IV. ORDERING CATALOGS**

The following are part of Stern Produce Company's offer and are hereby incorporated as part of subject contract:

Offered delivered price to be utilized for first week of ordering. See Attachment 1 for the Final Pricing Proposal spreadsheet submitted on May 9, 2023.

Distribution prices for the Contract Period are as follows:

Distribution Prices	Tier 1	Tier 2	Tier 3
Group 1 - Troops			
Group 2 - Schools and Reservations			

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**Form (CONTINUED)**

## SUPPLIES OF SERVICES AND PRICES

ITEMS: Full-Line Fresh Fruit and Vegetables

CUSTOMERS: Non-DoD School and Reservation Customers in Arizona 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 100% for USDA Schools and 100% for Reservations 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-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 ceiling of 100% for USDA Schools and 100% for Reservations, 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 #:

Group 1 - Arizona Troops:  
DoD Troop customers will order under SPE300-23-D-P412

Group 2 - Arizona Schools and Reservations:  
Non-DoD School customers will order under SPE300-23-D-S412 and, Reservation customers will order under SPE300-23-D-R412.

The Contractor will invoice in accordance with the customer's orders.

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

The School and Reservation Customers are required to place orders no later than 96 hours before delivery date.

All pricing will be firm at time of order.

Once submitted through the applicable electronic ordering system (i.e. STORES or FFAVORS), an order may be cancelled by a customer up to 1 day before scheduled delivery via written (e.g. Email) notification to the Contractor and the Contracting Officer. Less than 1 day from delivery, an order may be canceled by mutual agreement between the customer and the Contractor. In the event of an act of God, such as extreme weather, the specific situation regarding a cancelled delivery, within less than 1 day, will be dealt with in an equitable manner by the Contracting Officer, who has the ultimate authority and discretion to resolve said issues.

## DELIVERIES AND PERFORMANCE

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

Place of Performance:

Stern Produce Company, Inc.  
3200 S 7th St.  
Phoenix, AZ 85040

**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 (JAN 2023) DFARS**

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**Part 12 Clauses (CONTINUED)****252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023) DFARS****252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS****252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (DEC 2022) DFARS****52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR****252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) DFARS**As prescribed in [232.7004](#) (b), use the following clause:(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.*Payment request and receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (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.sam.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 Sitebefore 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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items -

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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)	

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**Part 12 Clauses (CONTINUED)**

Field Name in WAWF	Data to be entered in WAWF
Service Acceptor	
Accept (DoDAAC)	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")  
(\*\* Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

**52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR****252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (JAN 2023) DFARS****52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR****252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS****52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR****Attachments****List of Attachments**

Description	File Name
ATTACH_Attach_1_SOI_w ith_EPA	Attachment 1 SOI with EPA.xlsx
ATTACH_Attach_2_Deliver y_Schedule	Attachment 2 Delivery Schedule.xlsx
ATTACH_Signed_Award_d oc	Signed Award.pdf

**PID Data - Custom Clause**

Header
C1