

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

1. REQUISITION NUMBER
1000162686

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2. CONTRACT NO. SPE300-24-D-P424

3. AWARD/EFFECTIVE DATE 2024 MAY 08

4. ORDER NUMBER

5. SOLICITATION NUMBER SPE300-23-R-0014

6. SOLICITATION ISSUE DATE 2023 AUG 29

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: Susan Williams PSPTPA9 Tel: 215-737-0726 Fax: 215-737-4248
 Email: SUSAN.M.WILLIAMS@DLA.MIL

CODE SPE300

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 HUBZONE SMALL BUSINESS EDWOSB NAICS: 311991
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A) SIZE STANDARD:

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

CODE

16. ADMINISTERED BY
SEE BLOCK 9
Criticality: PAS: None

CODE SPE300

17a. CONTRACTOR/ OFFEROR
GRASMICK PRODUCE CO., INC.
215 E 42ND ST
BOISE ID 83714-8316
USA

CODE OCWZ8

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

TELEPHONE NO. 2083763981

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)
\$25,500,000.00

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 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE 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. SPE30023R0014 OFFER DATED 2024-Feb-21 . 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

30a. SIGNATURE OF OFFEROR/CONTRACTOR


30b. NAME AND TITLE OF SIGNER (Type or Print)
Angela Reed President

30c. DATE SIGNED
5-8-24

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
QUAILE.AMANDA.M
Digitally signed by
QUAILE.AMANDA.M
FORD.1410642510
Date: 2024.05.08 07:10:59 -04'00'

31b. NAME OF CONTRACTING OFFICER (Type or Print)
AMIE
FORD.1410642510

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 (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

Form**SOLICITATION/CONTRACT FORM**

The terms and conditions set forth in solicitation SPE300-23-R-0014 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 SPE300-23-R-0014 dated September 29, 2023 and all solicitation amendments issued there under as follows:

Amendment 0001, dated October 13, 2023

Amendment 0002, dated October 12, 2023

Amendment 0003, dated January 23, 2023

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

Tier 1 - May 8, 2024 through May 2, 2026

Tier 2 - May 3, 2026 through May 6, 2028

Tier 3 - May 7, 2028 through May 5, 2029

Ordering commences on July 14, 2024 with first-deliveries beginning July 16, 2024 for Troops, and July 18, 2024 for School, and Reservation customers.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

Both groups have been awarded together, and therefore, the total 10% Guaranteed Minimum contract dollar value is \$169,541.00 and the 300% is \$25,500,000.00 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 \$3,390,828.00 and the 5 year (All Tiers) Estimate is \$8,477,070.50.

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

III. 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 seventy-five (75) days will be granted for actual implementation. No more than ninety (90) days after award will be permitted for each contractor to have fully functional distribution accounts in place for all customers.

Grasmick Produce is required to submit the following:

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Form (CONTINUED)

- A. Submit a valid USDA GAP/GMP audit report / certificate for each place of performance by May 31, 2024. The USDA GAP/GMP audit report / certificate must address the following parts: General, Wholesale Distribution (6) and Preventive Food Defense (7).
- B. Submit Local Purchase Procurement plan by May 31, 2024 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 by May 31, 2024. (NOTE: download a copy of the DLA Troop Support Food Defense Checklist, go to: http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check14MAR18.pdf)
- D. Submit a Quality Control Management Plan by May 31, 2024.

IV. ORDERING CATALOGS

The following are part of Grasmick's offer and are hereby incorporated as part of subject contract:

Offered delivered price to be utilized for the first bi-weekly ordering period. The Pricing Proposal spreadsheet submitted on February 21, 2024 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 Troop Customers and Non-DoD USDA Customers in the Idaho Zone are 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 Troop customers, 70 percent (%) for USDA Non-DoD School customers, and 130 percent (%) for Non-DoD Reservations customers above that line item's initial Delivered Price on the awarded catalogs. The 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 120 percent (%) for the Troop ceiling, 70 percent (%) for the Schools ceiling, or 130 percent (%) for the Reservations 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.

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-D-P424	PAGE 5 OF 6 PAGES
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Form (CONTINUED)

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 in the Idaho Zone will order under SPE300-24-D-P424, USDA Non-DoD School customers will order under SPE300-24-D-S424, and Reservations customers will order under SPE300-24-D-R424. Grasmick Produce 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 no later than 48 hours before delivery date. 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.

Grasmick Produce 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:

Places of Performance:

Grasmick Produce Co., Inc.
215 E. 42nd Street
Garden City, ID 83714

Grasmick Produce Co., Inc.
1395 Enterprise St.
Boise, ID 83714

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

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

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Part 12 Clauses (CONTINUED)

- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS
- 252.245-7005 MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024) 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
- 52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS (DEC 2023) FAR
- 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR

Attachments

List of Attachments

Description	File Name
ATTACH_attachment_one _SCHEDULE_OF_ITEMS	ATTACHMENT 1- SCHEDULE OF ITEMS EPA.xlsx
ATTACH_Attachment_Two _Delivery_Locations	ATTACHMENT 2- DELIVERY SCHEDULE. xlsx

PID Data - Custom Clause

Header
C1