**FOR SOLICITATION INFORMATION CALL:**

- **NAME:**
- **TELEPHONE NUMBER (No collect calls):**
- **OFFER DUE DATE/LOCAL TIME:**

**ISSUED BY**

- **CODE:** SPE300
- **DLA TROOP SUPPORT**
  - D RECTORATE OF SUBSISTENCE
  - 700 ROBBINS AVENUE
  - PHILADELPHIA PA 19111-5696
  - USA
  - Local Admin: Maria Silvester DMS0134
  - Tel: 215-737-7492
  - Email: Maria.Silvester@dla.mil

**DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED**

- **SEE SCHEDULE**
- **DELIVERY TO**
- **CODE:** SPE300
- **SEE SCHEDULE**

**CONTRACTOR/OFFEROR**

- **CODE:** 0GW28
- **FACILITY CODE:**
- **Grasmick Produce Co., Inc.**
  - 215 E 42nd St
  - BOISE ID 83714-6315
  - USA
- **TELEPHONE NO.:** 2083763881
- **CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER**

**SCHEDULE OF SUPPLIES/SERVICES**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ACCOUNTING AND APPROPRIATION DATA**

- **TOTAL AWARD AMOUNT (For Govt. Use Only):** $20,304,000.00

**SOLICITATION INCORPORATES BY REFERENCE**

- **FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED.**
- **FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED.**

**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**

**SIGNATURE OF OFFERER/CONTRACTOR**

- **United States of America (Signature of Contracting Officer):** WILLIAMS, SUSAN M. 12755503681
- **Dated:** 2020-Mar-27
- **Offerer:** 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

**NAME AND TITLE OF SIGNER (Type or Print):**

- **SUSAN WILLIAMS**
- **SUSAN M. WILLIAMS@DLA.MIL**
- **DATE SIGNED:** 2020 JUL 15

**STANDARD FORM 1449 (REV. 03-20)**
|-------------|----------------------------------|--------------|---------|----------------|-----------|

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

[ ] COMPLETE  [ ] PARTIAL  [ ] FINAL

36. PAYMENT

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012)
Form

I. SOLICITATION/CONTRACT FORM

The terms and conditions set forth in solicitation SPE300-19-R-0050 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 SPE300-19-R-0058 dated September 11, 2019 and all solicitation amendments issued there under as follows:

Amendment 0001, dated September 18, 2019

II. PERFORMANCE PERIOD:

A. Effective Period of the Contract:

Tier 1 - July 15, 2020 through July 14, 2022
Tier 2 - July 15, 2022 through July 14, 2024

Ordering commences on August 30, 2020 with first deliveries beginning September 1, 2020 for Troops, and September 7, 2020 for School, and Reservation customers.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/maximum

The following chart includes the 4 - year estimated dollar value, along with the guaranteed 10% minimum and 300% 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.

<table>
<thead>
<tr>
<th>Idaho Zone</th>
<th>24 – Month Estimate (1st Tier)</th>
<th>4 – Year Estimate (Total Including both Tiers)</th>
<th>10% Min (Tier 1)</th>
<th>300% Max (4 Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1 Troops</td>
<td>$180,000</td>
<td>$360,000</td>
<td>$18,000</td>
<td>$1,080,000</td>
</tr>
<tr>
<td>Group 2 Schools and Reservations</td>
<td>$3,204,000</td>
<td>$6,408,000</td>
<td>$320,400</td>
<td>$19,224,000</td>
</tr>
<tr>
<td>Total</td>
<td>$3,384,000</td>
<td>$6,768,000</td>
<td>$338,400</td>
<td>$20,304,000</td>
</tr>
</tbody>
</table>

The term "4 - Year Estimate" refers to the Government's good faith estimate of the requirement for all three Tier periods.

The total minimum contract dollar value is $338,400.00.
The maximum contract dollar value is $20,304,000.00.

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 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 fully functional distribution accounts in place for all customers.

Grasmick Produce is required to submit the following:

A. Submit a valid USDA GAP/GHP audit report / certificate for each place of performance by August 12, 2020. The USDA GAP/GHP audit report / certificate must address the following parts: General, Wholesale Distribution (6) and Preventive Food Defense (7).

B. Submit Local Purchase Procurement plan by August 12, 2020, 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.


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 10, 2020 is attached.

Distribution price for the Contract Period is as follows:

<table>
<thead>
<tr>
<th>Distribution Price</th>
<th>Tier 1</th>
<th>Tier 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1 (Idaho Troops)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 2 (Idaho Schools and Reservations)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 130 percent (%) for DoD Troop customers, 70 percent (%) for USDA Non-DoD School customers, and 80 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 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 130 percent (%) for the Troop ceiling, 70 percent (%) for the Schools ceiling, or 80 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. 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 SPE300-20-D-P357, USDA Non-DoD School customers will order under SPE300-D-S357, and Reservations customers will order under SPE300-D-R357. 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

52.212-5

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jul 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this

CONTINUED ON NEXT PAGE
Part 12 Clauses (CONTINUED)

contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).


(4) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]


_X_ (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (Jun 2020) (*41 U.S.C. 3509*).


_X_ (5) [Reserved].


_X_ (8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (*31 U.S.C. 6101 note*).


_X_ (10) [Reserved].

_X_ (11) (i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (*15 U.S.C. 657a*).

CONTINUED ON NEXT PAGE
### Part 12 Clauses (CONTINUED)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>__ (ii) Alternate I (Mar 2020) of 52.219-3.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>X</em> (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (ii) Alternate I (Mar 2020) of 52.219-4.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (13) [Reserved]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) of 52.219-6 (15 U.S.C. 644).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (ii) Alternate I (Mar 2020) of 52.219-6.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (15)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (ii) Alternate I (Mar 2020) of 52.219-7.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>X</em> (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (ii) Alternate I (Nov 2016) of 52.219-9.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X(iii) Alternate II (Nov 2016) of 52.219-9.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (iv) Alternate III (Jun 2020) of 52.219-9.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (v) Alternate IV (Jun 2020) of 52.219-9.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Alternate I (Mar 2020) of 52.219-13.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>X</em> (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Alternate I (MAR 2020) of 52.219-28.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>__ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).</td>
<td></td>
</tr>
</tbody>
</table>
### Part 12 Clauses (CONTINUED)

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(27)</td>
<td>52.222-3, Convict Labor (Jun 2003) (E.O.11755).</td>
</tr>
<tr>
<td>(28)</td>
<td>52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).</td>
</tr>
<tr>
<td>(29)</td>
<td>52.222-21, Prohibition of Segregated Facilities (Apr 2015).</td>
</tr>
</tbody>
</table>
| (30)   | (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).  
       |   (ii) Alternate I (Feb 1999) of 52.222-26. |
       |   (ii) Alternate I (Jul 2014) of 52.222-35. |
       |   (ii) Alternate I (Jul 2014) of 52.222-36. |
       |   (ii) Alternate I (Jul 2014) of 52.222-36. |
| (34)   | 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). |
| (36)   | 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) |
| (37)   | (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
       |   (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) |
| (38)   | 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). |
| (39)   | 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). |
| (40)   | (i) 52.223-13, Acquisition of EPEAT*-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).  
| (41)   | (i) 52.223-14, Acquisition of EPEAT*-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).  
       |   (ii) Alternate I (Jun 2014) of 52.223-14. |
| (43)   | (i) 52.223-16, Acquisition of EPEAT*-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). |

**CONTINUED ON NEXT PAGE**
Part 12 Clauses (CONTINUED)

(ii) Alternate I (Jun 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(46) 52.223-21, Foams (Jun 2016) (E.O. 13693).


(ii) Alternate I (Jan 2017) of 52.224-3.


(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.


(51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


(59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C.

CONTINUED ON NEXT PAGE
Part 12 Clauses (CONTINUED)

2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]


(7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
Part 12 Clauses (CONTINUED)

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).


(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).


(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

### Part 12 Clauses (CONTINUED)


(xvi) **52.222-54**, Employment Eligibility Verification (Oct 2015) (E.O. 12989).


(xix) **(A)** **52.224-3**, Privacy Training (Jan 2017) (*5 U.S.C. 552a*).

(B) Alternate I (Jan 2017) of **52.224-3**.

(xx) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; *10 U.S.C. 2302 Note*).

(xxi) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (*42 U.S.C. 1792*). Flow down required in accordance with paragraph (e) of FAR clause **52.226-6**.

(xxii) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (*46 U.S.C. Appx. 1241(b)* and *10 U.S.C. 2631*). Flow down required in accordance with paragraph (d) of FAR clause **52.247-64**.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

---

**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

**252.204-7012** SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) DFARS

**252.215-7014** EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (JUN 2018) DFARS

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

**52.233-3** PROTEST AFTER AWARD (AUG 1996) FAR

**252.244-7000** SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS

CONTINUED ON NEXT PAGE
### Part 12 Clauses (CONTINUED)

52.253-1  COMPUTER GENERATED FORMS  (JAN 1991)  FAR

252.204-7018  PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019)  DFARS

#### Attachments

List of Attachments

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACH_Attach_1__SOI_with_EPA</td>
<td>Attachment 1 - Schedule of Items with EP</td>
</tr>
<tr>
<td>ATTACH_Attach_2_Delivery_Schedule</td>
<td>Attachment 2 - Delivery Schedule - Idaho.xlsx</td>
</tr>
<tr>
<td>ATTACH_Signed_award</td>
<td>GP Executed Idaho DLA Award - signed.pdf</td>
</tr>
</tbody>
</table>