

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000184187		PAGE 1 OF 16	
2. CONTRACT NO. SPE300-26-D-P448		3. AWARD/EFFECTIVE DATE 2025 DEC 03		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-24-R-0022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
6. SOLICITATION ISSUE DATE 2025 JAN 23		8. OFFER DUE DATE/LOCAL TIME					
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5098 USA Local Admin: Linda Saunders DLS0056 Tel: DSN312-737-8600 Email: Linda.Saunders@dlm.mil				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311991 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: 700			
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		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 SEASHORE FRUIT & PRODUCE CO., INC. 1344 N WEST BLVD VINELAND NJ 08360-2270 USA TELEPHONE NO. 6093453229		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		16. ADMINISTERED BY CODE SPE300			
<input type="checkbox"/> 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) \$875,419,537.50	
<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 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				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SPE300-24-R-0022 OFFER DATED 2025-Jul-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 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print) President		30c. DATE SIGNED 12/3/25		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED 2025 DEC 03	

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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

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

The terms and conditions set forth in the solicitation SPE300-24-R-0022, Amendments 0001, 0002, 0003, and 0004, are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your final offer dated July 21, 2025, which is being accepted by the Government to form this contract.

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

Tier 1: December 03, 2025 - November 27, 2027

Tier 2: November 28, 2027 - May 26, 2029

Tier 3: May 27, 2029 - November 30, 2030

Orders will begin on January 12, 2026, for first deliveries on January 14, 2026 for Troop customers. Orders will begin on January 12, 2026 for first deliveries on January 20, 2026 for School customers.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

New Jersey - Lower New York Zone	24 Months Estimate (1st Tier)	5 Year Estimate (Total Including all Tiers)	Guaranteed Minimum	300% Max (5 Years)
Group 1: DoD Troops	\$1,478,205.00	\$3,695,512.50	\$73,910.25	\$11,086,537.50
Group 2: Non-DoD USDA Schools	\$115,244,400.00	\$288,111,000.00	\$5,762,220.00	\$864,333,000.00
Total	\$116,722,605.00	\$291,806,512.50	\$5,836,130.25	\$875,419,537.50

The following chart includes the 24-month estimated dollar value for Tier 1, and the overall 5-year period, along with the 10% and 300% guaranteed minimum and contract maximum values, respectively. Though both figures are based on estimates, the guaranteed minimum and the contract maximum are both fixed firm dollar amounts, which are calculated as a percentage of 12 months of the Tier 1 and 5-year estimated dollar values, respectively. As multiple groups are awarded under this contract, the aggregate guaranteed minimum and contract maximum dollar value of those groups apply to the entire contract and not the group.

NOTE: The guaranteed minimum, which is shown in the "Guaranteed Minimum" column below, constitutes the Agency's full legal obligation as to its ordering requirements. The guaranteed minimum covers the entire contract term (inclusive of all tiers) and, once this obligation is met, there is no further ordering obligation on the part of the Agency regardless of what tier period said obligation is met within.

The Guaranteed Minimum contract dollar value is \$5,836,130.25 and the 300% Maximum contract dollar value

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is \$875,419,537.50.

Group 1: DoD Troop customers in New Jersey and Lower New York zone.

The 24 Months (1st Tier) Estimate is \$1,478,205.00 and the 5 Year (All Tiers) Estimate is \$3,695,512.50.

Group 2: Non-DoD School customers in New Jersey and Lower New York zone.

The 24 Months (1st Tier) Estimate is \$115,244,400.00 and the 5 Year (All Tiers) Estimate is \$288,111,000.00.

III. START-UP PERIOD

The Contractor's startup period will take place prior to the first order and is included in the 24-months 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.

Seashore is required to submit the following:

A. Submit Local Purchase Procurement plan by January 06, 2026, which includes 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 produce.
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) by January 06, 2026.

C. Submit a Quality Control Management Plan by January 06, 2026.

IV. ORDERING CATALOGS

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

Group 1- DoD Troop customers offered delivered price to be utilized for the first week of ordering. See Attachment 1 for the Pricing Proposal spreadsheet submitted on July 21, 2025.

Distribution prices for the Contract Period are as follows:

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SPE300-24-R-0022 New Jersey and Lower New York Troops (Group 1) DIP**Summary per Case**

Distribution Price (Tier 1)

Distribution Price (Tier 2)

Distribution Price (Tier 3)

Group 2 - Non-DoD School customers offered delivered price to be utilized first week of ordering. See Attachment 1 for the Pricing Proposal spreadsheet submitted on July 21, 202

SPE300-24-R-0022 New Jersey and Lower New York Schools (Group 2)**DIP Summary per Case**

Distribution Price (Tier1)

Distribution Price (Tier 2)

Distribution Price (Tier 3)

V. SUPPLIES OF SERVICES AND PRICES

ITEMS: Full-Line Fresh Fruit and Vegetables

CUSTOMERS: Group 1 - DoD Troop and Group 2 - Non-DoD USDA School customers in the New Jersey & Lower New York zones 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 for Group 1 (DoD Troop customers), the aggregate of contract Delivered Price increases for each item under this provision during the contract period inclusive of any tier period(s) shall not exceed 150% of the initial delivered price for each contract unit price. Group 2 (Non-DoD USDA School customers) the aggregate of contract Delivered Price increases for each item under this provision during the contract period inclusive of any tier period(s) shall not exceed 120% of the initial delivered price for each contract unit price. The response for each line item is in effect throughout the entire length of the contract period 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 biweekly basis that falls within the EPA clause's 150 % ceiling for DoD Troop customers and 120% ceiling for Non-DoD USDA School customers; 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

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with the aforementioned EPA provision.

CATALOGs #: Group 1 - DoD Troop customers in the New Jersey & Lower New York zone will order under SPE300-26-D-P448. Group 2 - Non-DoD USDA School Customers in the New Jersey & Lower New York zone will order under SPE300-26-D-S448. Seashore will invoice in accordance with the customer's orders.

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

All pricing will be firm at time of order.

Once submitted through the applicable electronic ordering system (i.e., STORES and FFAVORS), an order may be cancelled by a customer up to one (1) day before scheduled delivery via written (e.g., Email) notification to the Contractor and the Contracting Officer. Less than one (1) day from delivery, an order may be cancelled 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.

VI. DELIVERIES AND PERFORMANCE

The following is the designated plant location for the performance of this contract for all contract line items:

Place of Performance:

1. Seashore Fruit & Produce Company, Inc. (Seashore)

1344 NW Blvd

Vineland, NJ 08360

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders -- Commercial Products and Commercial Services.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required To Implement Statutes or Executive Orders --Commercial Products and Commercial Services (OCT 2025), (MAR 2025) (DEVIATION 2025-O0003), and (MAR 2025) (DEVIATION 2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

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(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 Covered Entities (DEC 2023) (Section 1634 of [Pub. L. 115-91](#)).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of [Pub. L. 115-232](#)).

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) 52.233-3, Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(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 products and commercial services: [*Contracting Officer check as appropriate.*]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of [Pub. L. 111-5](#)). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR 3.900(a).

 X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) ([Pub. L. 109-282](#)) ([31 U.S.C. 6101 note](#)).

 (6) [Reserved]

 (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) ([Pub. L. 111-117](#), section 743 of Div. C).

 (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) ([Pub. L. 111-117](#), section 743 of Div. C).

 (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of [Pub. L. 117-328](#)).

 (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders --Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) ([Pub. L. 115-390](#), title II).

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- (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).
- (ii) Alternate I (DEC 2023) of 52.204-30.
- X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) ([31 U.S.C. 6101 note](#)).
- X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- (14) [Reserved]
- (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).
- (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (17) [Reserved]
- X (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
- X (ii) Alternate I (MAR 2020) of 52.219-6.
- (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (MAR 2020) of 52.219-7.
- X (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) ([15 U.S.C. 637\(d\)\(2\)](#) and [\(3\)](#)).
- (21)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (JAN 2025) of 52.219-9.
- (22)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- X (23) 52.219-14, Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 657s](#)).
- (24) 52.219-16, Liquidated Damages --Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) ([15 U.S.C. 657f](#)).
- X (26)(i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned

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Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).

 (28) 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 (OCT 2022) ([15 U.S.C. 637\(m\)](#)).

 (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

 (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

 X (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

 X (32) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).

 (33)[Reserved] (MAR 2025) (DEVIATION 2025-O0003)

 (34)[Reserved] (MAR 2025) (DEVIATION 2025-O0003)

 X (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

 (ii) Alternate I (JULY 2014) of 52.222-35.

 X (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

 (ii) Alternate I (JULY 2014) of 52.222-36.

 X (37) 52.222-37, Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

 X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

 X (39)(i) 52.222-50, Combating Trafficking in Persons (OCT 2025) ([22 U.S.C. chapter 78](#) and E.O. 13627).

 (ii) Alternate I (MAR 2015) of 52.222-50 ([22 U.S.C. chapter 78](#) and E.O. 13627).

 (40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

 (41)(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.)

 (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

 (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

 (44) 52.223-20, Aerosols (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

 (45) 52.223-21, Foams (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

 X (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025O0004)) (7 U.S.C. 8102, 42 U.S.

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C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671I).

☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☒ (48)(i) 52.225-1, Buy American --Supplies (OCT 2022)) ([41 U.S.C. chapter 83](#)).

☐ (ii) Alternate I (OCT 2022) of 52.225-1.

☐ (49)(i) 52.225-3, Buy American --Free Trade Agreements --Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I [Reserved].

☐ (iii) Alternate II (JAN 2025) of 52.225-3.

☐ (iv) Alternate III (FEB 2024) of 52.225-3.

☐ (v) Alternate IV (OCT 2022) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 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. Subtitle A, Part V, Subpart G Note).

☐ (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) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

☐ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C.4505](#), [10 U.S.C. 3805](#)).

☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

☒ (59) 52.232-33, Payment by Electronic Funds Transfer --System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).

☐ (60) 52.232-34, Payment by Electronic Funds Transfer --Other than System for Award Management (JUL 2013) ([31 U.S.C. 3332](#)).

☐ (61) 52.232-36, Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

☐ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

☐ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security

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Drone Act --Covered Foreign Entities (NOV 2024) (Sections 1821-1826, [Pub. L. 118-31](#), [41 U.S.C. 3901 note](#) prec.).

___ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)([15 U.S.C. 637\(d\)\(13\)](#)).

___ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

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

___ (iii) Alternate II (NOV 2021) 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 products and commercial services:
[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards --Price Adjustment (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

X (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)).

___ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) ([49 U.S.C. 40118\(g\)](#)).

(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

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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.

(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 products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of [Pub. L. 115-91](#)).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of [Pub. L. 115-232](#)).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of [Pub. L. 117-328](#)).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (JAN 2025) ([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.

(ix) [Reserved] (MAR 2025) (DEVIATION 2025-O0003)

(x) [Reserved] (MAR 2025) (DEVIATION 2025-O0003)

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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<p>Form (CONTINUED)</p> <p>Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(xv) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).</p> <p>(xvi) <u> X </u> (A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).</p> <p><u> </u> (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (MAY 2014) (41 U.S.C. chapter 67).</p> <p>(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (MAY 2014) (41 U.S.C. chapter 67).</p> <p>(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).</p> <p>(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).</p> <p>(xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).</p> <p>(xxii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).</p> <p>(B) Alternate I (JAN 2017) of 52.224-3.</p> <p>(xxiii) 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. Subtitle A, Part V, Subpart G Note).</p> <p>(xxiv) 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.</p> <p>(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.</p> <p>(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act --Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).</p> <p>(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.</p> <p>(End of clause)</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p>		

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52.203- 3 Gratuities (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(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 (JAN 2023) DFARS

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR

52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (DEVIATION 2025-O0004) (MAR 2025) FAR

As prescribed in 23.109(a), insert the following clause:

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

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Part 12 Clauses (CONTINUED)

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means:

- (1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).
- (2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/eere/femp/search-energy-efficient-products> and <https://www.energystar.gov/products?s=mega>).
- (3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 3201) (<https://www.biopreferred.gov>).
- (4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap>).

(b) *Requirements*.

- (1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.
- (2) The Contractor shall ensure that the sustainable products and services required by this contract are --
 - (i) Delivered to the Government;
 - (ii) Furnished for use by the Government;
 - (iii) Incorporated into the construction of a public building or public work; and
 - (iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.
- (3) [Reserved]
- (c) *Resource*. The Green Procurement Compilation (GPC) available at <https://sftool.gov/greenprocurement> provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS

52.247-34 F.O.B. DESTINATION (JAN 1991) FAR

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

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Attachments (CONTINUED)

Attachments

List of Attachments

Description	File Name
ATTACH_Attachment_1_Final_SOI	Attachment 1 Seashore Final Schedule of Items.xlsx
ATTACH_Attachment_2_Delivery_Schedule	Attachment 2 Delivery Schedule Award.xlsx
ATTACH_Attachment_3_Request_for_New_Item_Form	Attachment 3 Request for New item form award.pdf
ATTACH_Vendor_signed_award	SPE300-26-DP448 Vendor signed award.pdf
ATTACH_Solicitation	SPE30024R0022.pdf