

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000112949		PAGE 1 OF 18	
2. CONTRACT NO. SPE300-26-D-P447		3. AWARD/EFFECTIVE DATE 2026 JUL 21		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-21-R-0012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME 2022 DEC 22	
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Linda Saunders DLS0056 Tel: DSN312-737-8600 Email: Linda.Saunders@dla.mil				CODE SPE300			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE				12. DISCOUNT TERMS Net 10 days			
				10. THIS ACQUISITION IS ☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB NAICS: 311991 ☐ 8 (A) SIZE STANDARD:700			
15. DELIVER TO SEE SCHEDULE				CODE			
17a. CONTRACTOR/ OFFEROR OLE TYME PRODUCE, INC. DBA OLE TYME PRODUCE INC 3840 MILLSTONE PKWY SAINT CHARLES MO 63301-4321 USA TELEPHONE NO. 6363895310				18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA			
16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None				CODE SL4701			
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) \$88,138,800.00	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						☐ ARE ☒ ARE ☐ ARE NOT ATTACHED. ☐ ARE NOT ATTACHED.	
☒ 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						☒ 29. AWARD OF CONTRACT: REF. SPE30021R0012 OFFER DATED 2025-Jun-27. 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) Paul Le			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Paul Le Paul.Le@dla.mil		31c. DATE SIGNED 2026 JUL 21	

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
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ 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 DOCUMENT****I. SOLICITATION/CONTRACT FORM**

The terms and conditions set forth in the solicitation SPE300-21-R-0012 and all accompanied amendments are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your final offer dated June 27, 2025 which is being accepted by the Government to form this contract.

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

Tier 1: July 21, 2026 - January 15, 2028

Tier 2: January 16, 2028 - July 14, 2029

Tier 3: July 15, 2029 - January 11, 2031

Orders will begin on October 19, 2026, with first delivery on October 21, 2026, for DoW Troop customers and of the week of October 25, 2026, for Non-DoW USDA School & Reservation customers.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

States of Kansas and Missouri Zone	18 Month Estimate (1st Tier)	4.5 Year Estimate (Total Including all Tiers)	Guaranteed Minimum	300% Max (4.5 Years)
Group 1 - Troops	\$1,923,600.00	\$5,770,800.00	\$128,240.00	\$17,312,400.00
Group 2 - Schools & Reservations	\$7,869,600.00	\$23,608,800.00	\$524,640.00	\$70,826,400.00
Total	\$9,793,200.00	\$29,379,600.00	\$652,880.00	\$88,138,800.00

The above chart includes the 18-month estimated dollar value for Tier 1, and the overall 4.5-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 4.5-year estimated dollar values, respectively.

NOTE: The guaranteed minimum, which is shown in the "Guaranteed Minimum" column above, constitutes the Agency's full legal obligation as to its ordering requirements for that Group. 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. If multiple groups are award under the contract, the aggregate guaranteed minimum and aggregate contract maximum dollar values for those groups apply to the entire contract, and not on a per group basis.

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Form (CONTINUED)**Group 1: DoW Troop customers in Kansas & Missouri zone.**

The 18 Month (1st Tier) Estimate is \$1,923,600.00 and the 4.5 Year (All Tiers) Estimate is \$5,770,800.00.

Group 2: Non-DoW School and Reservation customers in Kansas & Missouri zone.

The 18 Month (1st Tier) Estimate is \$7,869,600.00 and the 4.5 Year (All Tiers) Estimate is \$23,608,800.00.

The Guaranteed Minimum contract dollar value is \$652,880.00 and the 300% Maximum contract dollar value is \$88,138,800.00.

III. START-UP PERIOD

The Contractor's startup period will take place prior to the first order and is included in the 18-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 ninety (90) 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.

Ole Tyme is required to submit the following:

A. Submit Local Purchase Procurement plan by July 31, 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 August 7, 2026.

C. Submit a Quality Control Management Plan by August 14, 2026.

IV. ORDERING CATALOGS

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

Group 1- DoW Troop customers offered delivered price to be utilized for first week of ordering. See Attachment 1 for the Pricing Proposal spreadsheet submitted on June 27, 2025.

Distribution prices for the Contract Period are as follows:

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SPE300-21-R-0012 Kansas/Missouri Troops (Group 1)	Ole Tyme Produce
Distribution Price (Tier 1)	
Distribution Price (Tier 2)	
Distribution Price (Tier 3)	

Group 2 - Non-DoW School and Reservation customers offered delivered price to be utilized for first week of ordering. See Attachment 1 for the Pricing Proposal spreadsheet submitted on June 26, 2025.

SPE300-21-R-0012 Kansas & Missouri Schools & Reservations (Group 2) DIP Summary per Case	Old Tyme Produce
Distribution Price (Tier 1)	
Distribution Price (Tier 2)	
Distribution Price (Tier 3)	

SUPPLIES OF SERVICES AND PRICES

ITEMS: Full-Line Fresh Fruit and Vegetables

CUSTOMERS: Group 1 - DoW Troop customers and Group 2 - Non-DoW USDA School & Reservation customers in the Kansas & Missouri 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. Group 1 (DoW 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 130% of the initial delivered price for each contract unit price. Group 2 (Non-DoW 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 140% of the initial delivered price for each contract unit price. Group 2 (Non-DoW Reservation 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 100% of the initial delivered price for each contract unit price. The respective percentage (%) ceiling 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 130 % ceiling for DoW Troop customers, 140% ceiling for Non-DoW USDA School customers and 100% ceiling for Non-DoW USDA Reservations customers; does not automatically deem that price "fair and reasonable" and thus acceptable. The EPA provision is merely one

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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.

CATALOGs #: Group 1 - DoW Troop customers in the Kansas & Missouri zone will order under SPE300-26-D-P447. Group 2 - Non-DoW USDA School Customers in the Kansas & Missouri zone will order under SPE300-26-D-S447. Group 2 - Non-DoW Reservation Customers in the Kansas & Missouri Zone will order under SPE300-26-D-R447. Ole Tyme 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.

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 are the designated plant locations for the performance of these contracts for all contract line items:

Place of Performance:**1. Ole Tyme Produce (Ole Tyme)**

3840 Millstone Parkway

St. Charles, MO 63301

2. Liberty Fruit Co., Inc. - Kansas City

1247 Argentine Blvd

Kansas City, Kansas 66105

**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 (Jan 2025)

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(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) (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 DoW, 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)

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(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).

___ (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).

___ (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](#).

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___ (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).

X (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 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\(r\)](#)).

X (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](#)).

X (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

___ (34)

(i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

___ (ii) Alternate I (Feb 1999) of [52.222-26](#).

X (35)

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

___ (ii) Alternate I (Jul 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 (Jul 2014) of [52.222-36](#).

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

☒ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (39)

(i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (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.*).

___ (46) [52.223-23](#), Sustainable Products and Services (May 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671l](#)).

___ (47)

(i) [52.224-3](#) Privacy Training (Jan 2017) ([5 U.S.C. 552](#) a).

___ (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.

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___ (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).

X (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](#)).

X (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([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 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.](#)

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[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) ([29U.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 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

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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) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(x) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

(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).

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(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). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

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

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

(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).

(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).

(xix) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ([E.O. 12989](#)).

(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(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).

(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](#).

(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](#).

(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.).

(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](#).

(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.

(End of clause)

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Alternate I (Feb 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Jan 2025). As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to --

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than --

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

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

(D) [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).

(E) [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).

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

(G) __ (*I*) [52.204 -30](#), Federal Acquisition Supply Chain Security Act Orders -- Prohibition. (Dec 2023) ([Pub. L. 115 -390](#), title II).

__(2) Alternate I (Dec 2023) [52.204-30](#).

(H) [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.

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(I) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(J) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

(M) [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](#).

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

(O) __ (1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (2) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

(P) [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](#)).

(Q) [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](#)).

(R) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ([Executive Order 12989](#)).

(S) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(T) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(U) __ (1) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

__ (2) Alternate I (Jan 2017) of [52.224-3](#).

(V) [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).

(W) [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.

(X) [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](#).

(Y) 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.).

(Z) [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.

Parent topic: [52.212 \[Reserved\]](#)

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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 War.)

(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

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

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

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR

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

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

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022) DFARS

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Part 12 Clauses (CONTINUED)

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_1	Attachment 1 - Final Price Proposal KS&MO Final.xls
ATTACH_Attachment_2	Attachment 2 - Delivery Schedule KS&MO Final.xls
ATTACH_Signed_Award_Document	FFV KSMO SF1449 SPE30026DP447 Final 7.21.26 signed.pdf