SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SP330026D5005

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Michael Hayes Minto

b. TELEPHONE NUMBER *(No collect calls)*: (717) 329-2208

8. OFFER DUE DATE/ LOCAL TIME: See Below

9. ISSUED BY — CODE SP3300

DLA DISTRIBUTION
430 MIFFLIN AVE, SUITE 3102A
NEW CUMBERLAND PA 17070-5000
Local Admin: Michael H. Minto. Tel:717-329-2208
Email: Michael.Minto@dla.mil

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 325992

SIZE STANDARD: 1500 EMP

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE
See Schedule

16. ADMINISTERED BY — CODE
See Block 9

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE SL4701

DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 369031
COLUMBUS OH 43236-9031
USA

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

19. ITEM NUMBER	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. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE
	32g. EMAIL 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	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

NOTICE TO VENDORS

Introduction:

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) Part 12 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a separated written solicitation will not be issued. This is a Combined Synopsis / Solicitation (CSS) and the CSS number is **SP330026Q5005.**

Point of Contact
Contracting Officer: Rafael E. Dixon
430 Mifflin Avenue, Suite 3102A
New Cumberland, PA 17070
Attn: Rafael E. Dixon
E-mail: Rafael.Dixon@dla.mil

Contract Specialist: Michael Minto and Eric Hopkins
Michael.Minto@dla.mil or Eric.Hopkins@dla.mil
(717) 329-2208 (717) 770-3015

Section One: Notice to Quoters:

1. This Combined Synopsis / Solicitation (CSS) SP330026Q5005, is being issued to establish a **Single award Only, New (never been used) Brand Name Only, Fixed Price (FP) Indefinite Delivery Indefinite Quantity (IDIQ) Contract for a five (5) year ordering period, with Firm Fixed Price (FFP) delivery orders, for the following item: New (never been used), Brand Name Only Toner Cartridges for various brands of printers, of various sizes, colors, and yields for DLA Distribution. See the Schedule of Supplies (Attachment 01 - Schedule of Supplies); and Attachment 2 – Delivery Addresses for further details.**
   DLA will NOT accept any quote for Re-Manufactured, Re-Furbished Toner Cartridges or any other product that is not NEW (Never been used) and OEM.

2. This CSS is being solicited as **100% Small Business Set Aside.** The North American Industry Classification System (NAICS) code for this project is **325992** and the size standard is **1500 employees**. The Product or Service Code (PSC) for this acquisition is **7510.** A waiver to the nonmanufacturer rule does exist for NAICS 325992; therefore, FAR 52.219-33 Nonmanufacturer Rule, does not apply.

3. Quotes must be received electronically via email at: Michael.Minto@dla.mil, and/or Eric.Hopkins@dla.mil Subject: SP3300-26-Q-5005 Quotation – "Quoter's Company Name". Quotations must be received by August 07 2026, **1PM Eastern Time** to be considered for award.

4. Questions regarding this solicitation shall be submitted by electronic mail to the Acquisition Specialist, via email to Michael Minto at **Michael.Minto@dla.mil** and/or **Eric.Hopkins@dla.mil**, Subject: **SP330026Q5005** CSS Question. Question(s) must be received by 24 July, 2026 **at 3:00 PM EDT**. Answers to questions will be posted to the SAM.GOV website via an amendment to the solicitation.

5. The Government intends to award one (1) contract as a result of this CSS and will be issued on a Standard Form (SF) 1449. This acquisition is **NOT** a Defense Priorities and Allocations System (DPAS) rated procurement.

6. GUARANTEED MINIMUM VALUE: The guaranteed minimum value is **$15,000.00** for the five (5) year ordering period to be met within the life of the contract. The maximum value of the contract is not to exceed **15% over the total overall lowest technically acceptable quote.**

7. INVOICING AND PAYMENT: Invoicing and Payment will be made via Wide Area Work Flow. See DFARS Clause 252.232-7006.

8. INDEPENDENT PRICING: See FAR 52.212-1 Pricing and Administrative 3(f)

9. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

Section Two: Schedule of Supplies and Services

Schedule of Supplies

1. Vendors shall quote Fixed Unit Prices for all line items and all years shown on the Attachment 01- Schedule of Supplies (i.e., CLINs 0001 through 0079) for five, one year ordering periods. All unit prices shall be quoted as FOB DESTINATION pricing in accordance with the delivery addresses provided in Attachment 02 –Delivery Addresses. No pricing past second decimal point. DLA will not accept remanufactured supplies.

2. DLA issues this document using the DoD authorized unit of issue. Please refer to the following URL to determine the corresponding ANSI X12 unit of issue.
https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FDLMS%2FeApplications%2FLogDataAdmin%2FUnit_of_Issue_and_Purchase_Unit.xlsx&wdOrigin=BROWSELINK

   Unit of Issue: EA = Each
   Unit of Issue: KT = Kit

Section Three: Description/PWS:

Toner Cartridges for various printers to include: Konica Minolta, Kyocera, Hewlett Packard, Lexmark, Xerox, Ricoh. A detailed list is provided on CSS Attachment 1 – Schedule of Supplies.
Toner Cartridges must be New (never been used), Brand Name Only, be used without experiencing delays, jams or damage to the printers. These toner cartridges are needed to used and depleted toner cartridges. DLA will NOT accept any quote for Re-Manufactured, Re-Furbished Toner Cartridges or any other product that is not NEW (Never been used) and OEM.

Section Four: Packaging:

1. All items shall be packaged best commercial practice in accordance with ASTM D3951-10 and marked in accordance with MIL-STD-129R. All shipments shall contain proper shipping documentation. Contractor shall attach a water-resistant envelope containing all mandatory commercial shipping documentation to the exterior of the shipment. Special Marking Requirements. Each shipping container shall have special markings as required by the applicable ASTM guideline(s).

2. REQUIREMENTS FOR PALLETS: All material shall be packaged best commercial practice in accordance with ASTM 3951 and marked in accordance with MIL-STD-129P. All shipments must contain proper shipping documentation. Contractor shall attach, in a water resistant envelope, to the exterior shipping container a commercial packing list. All documents must include at a minimum, contract number and purchase request (PR) number for the item, material identifier number, quantity, and unit of issue. All material must be delivered in accordance with the best commercial practices to insure safe delivery to destination. Each pallet load of material shall be marked with a label/placard identifying the stock number, contract and delivery order number, and the Unit of Issue (UI) quantities per pallet, if a pallet is required. Vendors shall mark and identify the Original Document Number (ODN) on all freight and packing slips. Omission of any data on the shipping documentation could cause a delay in receipt of goods and significantly delay payment.

3. All material must be delivered in accordance with the best commercial practices to insure safe delivery to destination. Each pallet load of material shall be marked with a label/placard identifying the stock number, contract and delivery order number, and the Unit of Issue (UI) quantities per pallet. Vendors shall mark and identify the Original Document Number (ODN) on all freight and packing slips. Omission of any data on the shipping documentation could cause a delay in receipt of goods and significantly delay payment.

4. The following link contains information regarding packaging and marking requirements for government shipments, including a full text copy of MIL-STD-129P:
http://www.landandmaritime.dla.mil/offices/packaging/

Section Five: Inspection/Acceptance:

1. FOB point shall be Destination.

2. Delivery Orders will be shipped to DLA Distribution Enterprise. The destination address will be provided in the individual Delivery Orders placed against this contract.

Section Six: Delivery/Period of Performance/Ordering Period:

1. The ordering period for this contract will be the date of the contract award through five (5) One-year ordering periods.

   Ordering Period 1 : September 28, 2026 to September 27, 2027
   Ordering Period 2 : September 28, 2027 to September 27, 2028
   Ordering Period 3: September 28, 2028 to September 27, 2029
   Ordering Period 4: September 28, 2029 to September 27, 2030
   Ordering Period 5: September 28, 2030 to September 27, 2031

2. The Government desires delivery of the item(s) identified on the delivery order within **21 calendar days** after receipt of the delivery order. The contractor will be required to deliver the material within 30 days after receipt of the deliver order. The actual delivery date equating to 30 days will be specified on each order.

3. The primary contract specialist for delivery orders for this contract is DLA Distribution Acquisition Operations J7 (AB)
   430 Mifflin Avenue, Suite 3102A
   New Cumberland, PA 17070
   Attn: Michael Minto Phone: 717-329-2208E-mail: Michael.Minto@dla.mil
   Attn: Eric Hopkins. Phone 717-770-3015 E-mail Eric.Hopkins@dla.mil
   Upon shipment of the supplies on the written delivery order, the contractor shall contact the contract specialist or ordering officer who issued the written delivery order within 5 business days in order to ensure prompt payment.
   Omission of any data on the shipping documentation could cause a delay in receipt of goods and significantly delay payment.

3. Acceptable Proof of Delivery documents include: Shipping Documentation; Materials Inspection and Receiving Report (DD250), Completed and Executed Block 32 on the SF1449, Bill of Lading, Packing List, Tracking/Delivery Confirmation or Invoice. To ensure prompt payment to your company, the Proof of Deliveries must include the following:
   CONTRACT NUMBER or ORIGINAL DOCUMENT NUMBER
   DELIVERY ORDER NUMBER (as applicable)
   CLIN /MATERIAL NUMBER

SPECIFIC QUANTITY SHIPPED IN REFERENCE TO QUANTITY ORDERED
PRINTED NAME AND WRITTEN SIGNATURE OF A GOVERNMENT EMPLOYEE

Section Seven: Contract Administration Data:

1. ELECTRONIC SOLICITATION: This CSS, including all attachments, and any amendments, is only available electronically at the website www.sam.gov. Quoters are cautioned it is their responsibility to access the website for any amendments that may be issued under the CSS. There will be no advance notification of amendment issuance. Quoters are advised to frequently check the website for any amendments since an amendment may be issued up until the quote submission due date and time. Failure to acknowledge amendments may render your quote non-responsive and ineligible for award.

2. SYSTEM FOR AWARD MANAGEMENT (SAM): A prospective awardee shall be registered in the System for Award management (SAM) database by the quotation submission date, during performance and through final payment of any contract resulting from this solicitation. Vendors may obtain information on registration and annual confirmation requirements via the SAM website at http://www.sam.gov. Contractor shall type company name, address, and CAGE code exactly as it appears in the DoD System for Award Management (SAM) Database on the Attachment 1 – Schedule of Supplies.

3. MARK CONTRACT NUMBER ON ALL CORRESPONDENCE: Contractor must mark the IDIQ Contract Number and Delivery Order Number on all paperwork and shipments. The order number must appear on the exterior of the shipment. All documents must include at a minimum, contract number and purchase request (PR) number for the item, material identifier number, quantity, and unit of issue. Failure to follow these instructions will hold up payment to you and could result in the return of merchandise at your expense.

4. ORGANIZATIONAL CONFLICT OF INTEREST: The contractor shall be ineligible from participation as a contractor, subcontractor, or consultant in any procurement arising or resulting from any of the services provided to DLA on this contract. This restriction includes providing services to any potential bidders on such procurements. The contractor shall not incorporate its product or services in any Performance Work Statement or specification unless directed to do so in writing by the Contracting Officer. If the contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial data, internal data, or any other non-public information or information by the Privacy Act, the contractor agrees not to release such information without prior written approval from the Contracting Officer. The use of such information for personal gain is prohibited. In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

5. DELIVERY ORDERS: This contract is only for use by DLA Distribution Enterprise. All delivery orders will be issued via email by any DLA Distribution contracting officer or ordering officer. See Attachment 2 – Delivery Address for all ship to locations

6. The Government is not soliciting for the “same old way” of doing business. The Government encourages proposals that will achieve savings through innovative processes. Furthermore, DLA Distribution personnel are working to eliminate unnecessary requirements and negotiating for a reduction in supplies/material prices. Therefore, your assistance is requested in reducing prices and improving our buying processes.

Section Eight: Clauses:

CONTRACT CLAUSES

ADDENDA TO 52.212-4 Contract Terms and Conditions -- Commercial Products and Commercial Services (NOV, 2025)
THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

FAR	52.202-1	Definitions (Jun 2020)

FAR	52.203-3	Gratuities (Apr 1984)
FAR	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).
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
FAR	52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)
FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
FAR	52.204-13	System for Award Management Maintenance (Oct 2018)
FAR	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)
FAR	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
FAR	52.204-91	Contractor Identification
FAR	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jan 2025) (31 U.S.C. 6101 note).
FAR	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
FAR	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
FAR	52.219-6	Notice of Total Small Business Set-Aside (Feb 2026)(15 U.S.C. 644).
FAR	52.219-8	Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)).
FAR	52.219-28	Post Award Small Business Program Rerepresentation (Feb 2026) (15 U.S.C. 632(a)(2)).
FAR	52.222-3	Convict Labor (June 2003) (E.O. 11755).
FAR	52.222-19	Child Labor-Cooperation with Authorities and Remedies (Feb 2024) (E.O.13126).
FAR	52.222-35	Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
FAR	52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
FAR	52.222-37	Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
FAR	52.222-40	Notification of Employee Rights under the National Labor Relations Act (Dec 2010) (E.O. 13496).
FAR	52.222-50	Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).
FAR	52.222-90	Addressing DEI Discrimination by Federal Contractors (Apr 2026)
FAR	52.223-23	Sustainable Products and Services (May 2024)
FAR	52.225-1	Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
FAR	52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
FAR	52.229-3	Federal, State, and Local Taxes (Feb 2013)
FAR	52.232-1	Payments (Apr 1984)
FAR	52.232-8	Discounts for Prompt Payment (Feb 2002)
FAR	52.232-11	Extras (Apr 1984)
FAR	52.232-17	Interest (May 2014)
FAR	52.232-23	Assignment of Claims (May 2014)
FAR	52.232-33	Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
FAR	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
FAR	52.232-90	Fast Payment Procedure
FAR	52.233-1	Disputes (May 2014)
FAR	52.233-3	Protest After Award (Aug 1996) (31 U.S.C. 3553).
FAR	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)).
FAR	52.240-91	Security Prohibitions and Exclusions
FAR	52.240-92	Security Requirements

FAR	52.240-93	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
FAR	52.242-5	Payments to Small Business Subcontractors (Jan 2017)
FAR	52.242-13	Bankruptcy (Jul 1995)
FAR	52.243-1	Changes – Fixed Price (Aug 1987)
FAR	52.244-6	Subcontracts for Commercial Products and Commercial Services
FAR	52.246-2	Inspection of Supplies – Fixed Price (Aug 1996)
FAR	52.246-16	Responsibility for Supplies (Apr 1984)
FAR	52.247-34	F.o.b. Destination (Jan 1991)
FAR	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).
FAR	52.253-1	Computer Generated Forms (Jan 1991)
DFARS	252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
DFARS	252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Dec 2022)
DFARS	252.204-7003	Control of Government Personnel Work Product (Apr 1992)
DFARS	252.204-7009	Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information (Jan 2023)
DFARS	252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Deviation 2024-00013) (May 2024)
DFARS	252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (Jan 2023)
DFARS	252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunication Equipment or Services (Jan 2023)
DFARS	252.204-7020	NIST SP 800-171 DoD Assessment Requirements (Nov 2023)
DFARS	252.204-7021	Cybersecurity Maturity Model Certification Requirements
DFARS	252.204-7022	Expediting Contract Closeout
DFARS	252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country That Is a State Sponsor of Terrorism (May 2019)
DFARS	252.211-7003	Item Unique Identification and Valuation
DFARS	252.211-7008	Use of Government-Assigned Serial Numbers
DFARS	252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders
DFARS	252.223-7008	Prohibition of Hexavalent Chromium (Jan 2023)
DFARS	252.223-7009	Prohibition of Procurement of Fluorinated Aqueous Film-Forming Foam Fire-Fighting Agent for Use on Military Installations (Mar 2024)
DFARS	252.225-7001	Buy American Balance of Payments Programs (Feb 2024)
DFARS	252.225-7002	Qualifying Country Sources as Subcontractors (Mar 2022)
DFARS	252.225-7012	Preference for Certain Domestic Commodities (Apr 2022)
DFARS	252.225-7021	Trade Agreements (Feb 2024)
DFARS	252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program (Feb 2024)
DFARS	252.225-7048	Export Controlled Items (Jul 2013)
DFARS	252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime
DFARS	252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
DFARS	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Jan 2023)
DFARS	225.227-7037	Validation of Restrictive Markings on Technical Data (Jan 2025)
DFARS	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (Dec 2018)
DFARS	252.232-7010	Levies on Contract Payments (Dec 2006)
DFARS	252.243-7001	Pricing of Contract Modifications (Dec 1991)
DFARS	252.243-7002	Requests for Equitable Adjustment (Dec 2022)
DFARS	252.244-7000	Subcontracts for Commercial Items (Nov 2023)
DFARS	252.247-7023	Transportation of Supplies by Sea (Oct 2024)

THE FOLLOWING CLAUSES ARE INCORPORATED BY FULL TEXT:

FAR 52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **September 28, 2026 through September 27, 2031**.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

FAR 52.216-19 Order Limitations (OCT 1995)

(a) (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **1 (EA, KT)**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) *Maximum order*. The Contractor is not obligated to honor --
(1) Any order for a single item in excess of **750** (Unit of Issue)
(2) Any order for a combination of items in excess of **59,250** (Unit of Issue) **for Combined Sizes**
(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during

the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after *_September 7, 2031__*

(End of clause)

FAR 52.219-14 Limitations on Subcontracting (Feb, 2026) (DEVIATION 2021-O0008 Rev 1)

Use the following clause in lieu of the Federal Acquisition Regulation (FAR) clause 52.219-14, as prescribed at FAR 19.507(e):

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity,* as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.,* for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple- award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of a quote and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work

performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause–

_ By the end of the base term of the contract and then by the end of each subsequent option period; or

__ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):"

The complete text of any of the clauses and provisions are available electronically from the following sites:
FAR- https://ecfr.federalregister.gov/current/title-48/chapter-1
DFARS - https://www.acq.osd.mil/dpap/dars/dfarspgi/current/
DLAD - https://www.dla.mil/Acquisition/Policy-and-Directives/

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

DFARS 252.223-7009 Prohibition of Procurement of Fluorinated Fire-Fighting Agent for Use on Military Installations. (MAR 2024).

(a) Definitions. As used in this clause, "perfluoroalkyl substances" and "polyfluoroalkyl substances" have the meanings given in section 322(f) of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92).

(b) Prohibition. The Contractor shall not provide or use under this contract any aqueous film-forming foam fire-fighting agent that contains perfluoroalkyl substances or polyfluoroalkyl substances in excess of one part per billion.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products and commercial services, relating to fire-fighting on a military installation.

(End of clause)

DFARS 252.232-7006 Wide Area Workflow Payment Instructions (JAN 2023)
(a) *Definitions.* As used in this clause—

- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing*. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access*. To access WAWF, the Contractor shall—
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions*. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type*. The Contractor shall submit payment requests using the following document type(s):

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

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer. _**Invoice Only**_ *(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)*

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer. ___**N/A**____*(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)*

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

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

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

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract. *[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]*

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	**SL4701**
Issue By DoDAAC	**SP3300**
Admin DoDAAC**	**SP3300**
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. **Michael.Minto@dla.mil** **or** **Eric.Hopkins@dla.mil** *(Contracting Officer: Insert applicable information or "Not applicable.")*
(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

DFARS 252.225-7966 Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024- O0006)

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

"Business operations" means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include—

(1) Any shipment subject to price caps as specified in the—

Prohibition on Contracting with Russian Energy Fossil Fuel and Fossil Fuel Business Operations

(i) "Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil", issued on December 2, 2022, between member countries of that coalition; or

(ii) "Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington", issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including—

(1) Any action to secure or divest from facilities, property, or equipment;

(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;

(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.

Fossil fuel company means an entity or individual that—

(1) Carries out oil, gas, or coal exploration, development, or production activities;

(2) Processes or refines oil, gas, or coal; or

(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.

(b) *Prohibition*. In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas—

(i) Through the Russian Federation for sale outside of the Russian Federation; and
Prohibition on Contracting with Russian Energy Fossil Fuel and Fossil Fuel Business Operations

(i) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services.

(End of clause)

Section Nine: DLAD and Local Notes:

DLAD PROCUREMENT NOTES

C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer.

In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.

(End of Procurement Note)

C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2023)

(1) By submitting a quotation or offer, the contractor, if it is not the manufacturer of the item, is confirming it currently has, or will obtain before delivery, and shall retain documented evidence (supply chain traceability documentation), as described in paragraph (2) of this procurement note, demonstrating the item is from the approved manufacturer and conforms to the technical requirements.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and

Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, if available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

(3) Contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/).

(4) The contractor shall immediately make documentation available to the contracting officer upon request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for six years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

(End of Procurement Note)

C14 Correction of Nonconforming Packaging or Marking (MAY 2020)

(1) The Government may correct nonconforming packaging or marking for receipts of DLA-owned materiel if the estimated costs of correction are $1,000 or less. The contracting officer will advise the contractor of the discrepancy and that the Government has corrected the packaging or marking. The contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

(2) If the estimated costs of correction for receipts of DLA-owned materiel are more than $1,000, the contracting officer will advise the contractor of the discrepancy and have the materiel returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. If the Government remediates the discrepancy, the contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

(End of Procurement Note)

L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

CCO Contact Information:
Distribution J7 Acquisition Operations,
430 Mifflin Ave, Suite 3139,
New Cumberland, PA 17070-5008.
Karen D. Ghani
Karen.Ghani@dla.mil
(717) 770-5951

(End of Procurement Note)

L08 Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations (JUN 2020)

(1) The Government will use the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) (formerly Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR)) to evaluate suppliers' past performance.

(2) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies the Government is purchasing.

(3) The contracting officer will use the quality and delivery classifications identified for a supplier in SPRS to evaluate a supplier's past performance in conjunction with the supplier's references (if requested). The Government will use this past performance information in accordance with the basis for award stated in the solicitation.

(4) SPRS generates classifications daily for each contractor. The SPRS User Guide for Awardees (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) and the SPRS User Guide for Government (https://www.sprs.csd.disa.mil/pdf/SPRS_Government.pdf) provide instructions for accessing SPRS classifications. Contractors have access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications; the SPRS reporting procedures and classification methodology detailed in the SPRS User Guide for Awardees (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf); and the SPRS Evaluation Criteria (https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The SPRS User Guide for Awardees (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) provides the method to challenge a rating generated by SPRS.

(End of Procurement Note)

L31 Additive Manufacturing (JUN 2018)

(1) Additive manufacturing (AM) is a process of joining materials to make objects from three-dimensional (3D) model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies, which remove material from areas where it is not desired, or other traditional manufacturing technologies, such as molding or stamping.

(2) Unless AM is specifically authorized in the solicitation/contract, quotes may not include parts or supplies made using the additive manufacturing process. The Government will not evaluate quotes that include an item or items produced using AM, and such quotes are not eligible for award for the current procurement. A quoter proposing to supply an AM-produced item may submit a request to the contracting officer for approval of the item for evaluation by the Engineering Support Activity (ESA) for acceptability for future procurements of the same items.

(3) If an item produced using AM is presented to the Government for inspection and acceptance that was not authorized in the solicitation/contract, the Government may reject the item as nonconforming.

(End of Procurement Note)

Section Ten: Documents, exhibits and Attachments:

Attachment 01: Schedule of Supplies
Attachment 02: Delivery Addresses
Attachment 03: Limited Source Justification

Section Eleven: Provisions:

THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:

FAR	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
FAR	52.203-18	Prohibition on contracting with entities that require certain internal confidentiality agreements or statements representation
FAR	52.204-7	System for Award Management
FAR	52.204-90	Offeror Identification
FAR	52.209-2	Prohibition on contracting with inverted domestic corporations—representation
FAR	52.217-5	Evaluation of Options

FAR	52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
FAR	52.225-2	Buy American Certificate
FAR	52.225-18	Place of Manufacture
FAR	52.225-20	Prohibition on Conducting Restricted Business Operations In Sudan-Certification
FAR	52.240-90	Security Prohibitions and Exclusions Representations and Certifications
DFARS	252.203-7005	Representation relating to compensation of former DOD officials
DFARS	252.204-7007	Alternate A, Annual Representations and Certifications
DFARS	252.204-7008	Compliance with safeguarding covered defense information controls
DFARS	252.204-7019	Notice of NISTSP 800-171 DoD Assessment Requirements
DFARS	252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations
DFARS	252.225-7035	Buy American – Free Trade Agreements – Balance of Payments
DFARS	252.225-7974	Representation regarding business Operations with Maduro Regime (Deviation 2020-O0005)
DFARS	252.247-7022	Representation of Extent of Transportation by Sea

THE FOLLOWING PROVISIONS ARE INCORPORATED BY FULL TEXT:

FAR 52.207-4 Economic Purchase Quantity – Supplies (AUG 1987)
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (AUG 2020)
(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals–
(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) *Federal taxes are considered delinquent if both of the following criteria apply*:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

FAR 52.209-7 Information Regarding Responsibility Matters (OCT 2018)

(a) *Definitions*. As used in this provision— "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g*., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g*., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [_] has [_] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the

authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

FAR 52.216-1 Type of Contract (APR 1984)
The Government contemplates award of a **Fixed-Price (FP) Indefinite Delivery Indefinite Quantity (IDIQ) Contract, with Firm-Fixed-Price (FFP) Delivery Orders** resulting from this solicitation.

(End of Provision)

Alternate I (FEB 2024). As prescribed in 19.309 (a)(2) add the following paragraph (c)(10) to the basic provision:

(10) [*Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.*] The offeror shall check the category in which its ownership falls:

□ Black American.

□ Hispanic American.

□ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

□ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

□ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

□ Individual/concern, other than one of the preceding.

Alternate II (MAR 2023). As prescribed in 19.309 (a)(3), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard
325992	_____*1500 Emp*_____
	_____
_____	_____

[Contracting Officer to insert NAICS codes and size standards].
(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(c) *Representations.* (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

NAICS Code	Small business concern (yes/no)
325992	_____
	_____
	_____

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from DLA Distribution J7 Acquisition Operations, Attn. Rafael E. Dixon, Contracting Officer, 430 Mifflin Ave, Suite 3102A, New Cumberland, PA 17070-5008.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
FAR- https://ecfr.federalregister.gov/current/title-48/chapter-1
DFARS - https://ecfr.federalregister.gov/current/title-48/chapter-2
DLAD - http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx
(End of Provision)

DFARS 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018 , Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov/) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) *Representation*. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

DFARS 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services—Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services—Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

DFARS 252.225-7966 Prohibition Regarding Russian Fossil Fuel Business Operations—Representation (Deviation 2024-O0006).

(a) *Definitions*. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7067 clause of this solicitation.

(b) *Representation*. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas—

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

DLAD 552.233-9001, Disputes – Agreement to Use Alternate Dispute Resolution (ADR) (JUN 2020)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

Section Twelve: Instructions to Offerors

FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

ADDENDA TO FAR 52.212-1 Instructions to Offerors – Commercial Items (OCT 2018)

GENERAL

1. All quotes must be received electronically via email at: Michael.Minto@dla.mil, **or Eric.Hopkins@dla.mil** **Subject: SP3300-26-Q-5005 Quotation – "Quoter's Company Name"**. Quotations must be received by August 07, 2026, **1PM Eastern Time** to be considered for award.
2. Facsimile and hard copy quote submissions will not be accepted or evaluated.
3. Quotes must be prepared in the English language.
4. Quotes must include all required documentation as listed below. Submission of a quote that does not contain all items requested below may result in elimination from consideration for award. Instructions contained herein are to serve as a guide in preparation of quotes; The instructions describe the type and extent of information, which should be provided in the quote. The quoter is expected to completely examine and analyze all aspects of the technical/business, past performance, and price areas to be addressed, and to include information in the quote, which will enable the evaluators to determine the quoter's understanding of the requirements in each of the below areas.
5. Quotes must have the Controlled Unclassified Information (CUI) and Source Selection Sensitive references incorporated markings appropriate pages on each quote file, if applicable:

File Types other than Excel

a. Header on all pages:
   i. 1st Line of Header, centered: "CUI"
   ii. 2nd Line of Header, centered: "Source Selection Information - See FAR 2.101 and 3.104"
b. 1st page, bottom right corner, right justified (above footer):
   Controlled by:
   Controlled by:
   CUI Category:
   Distribution/Dissemination Controls:
   POC:
c. Footer (centered at very bottom) on all pages stating "CUI"

Excel Files

a. Include "CUI" in the header/footer to ensure it displays on all pages.
b. Include the CUI Designation Indicator Block at the top of the excel spreadsheet, not in the header, so it only appears on the first page

Controlled by:
CUI Category:
Distribution/Dissemination Controls:
POC:

6. **Organization:** The quoter must prepare the quote as set forth in the table below. The titles and contents for each file are defined in this table. Quotes shall be submitted as THREE (3) separate files as follow:

FILE	TITLE	Page Limitations
I	Technical Capability	None
II	Past Performance	None
III	Pricing & Administrative	None

File I

a. Quotations may be submitted in contractor format and shall include:
   -Manufacturer Name
   -Manufacturer Part Number
b. The Vendor must include descriptive literature, demonstrating that the quoter's product meets the specific specifications required per Schedule of Supplies and combined synopsis / solicitation. The descriptive literature must demonstrate the product being offered meets the physical, functional, and performance characteristics specified in this solicitation and schedule of supplies. DLA will not accept any quote for Re-Manufactured, Re-Furbished Toner Cartridges or any other product that is not NEW (Never been used) and OEM.

File II - If the quoter has no history in Supplier Performance Rating System (SPRS) or other databases, the quoter may submit up to three (3) recent (performed within the previous five years based on

solicitation issuance date), relevant references to be evaluated. The references may be government or commercial contracts/projects and should include a point of contact, contract number, dollar value, and project information. If the quoter has no recent/relevant past performance, they shall provide the following statement in lieu of the information requested: "(Insert quoter name) has determined that they possess no recent, relevant past performance in accordance with the RFQ."

2. **FILE III -**
   a. The quoter's price quote shall reflect the unit price and extended price. Prices shall be rounded to the second decimal place submitted in Attachment 01. Delivery Date: 30 days after receipt of order
   b. Company name, Address, Point of Contact, Telephone number, and E-mail address.
   c. Contractor SAM Unique Entity ID and Commercial and Government Entity (CAGE) Code
   d. Solicitation Number
   e. Signed acknowledgements of amendments (applicable only if any amendments are issued against this solicitation)
   f. If quoter is quoting as a distributor/reseller provide a completed copy of the following statement:
      "_____ (Company Name) is an authorized distributor/reseller for_____ (Manufacturer Name) products and is free to set our own prices and discounts."
   g. We are quoting New (never been used), Brand Name Only Toner Cartridges. Our products are not re-manufactured or re-furbished and have never been used. YES ( ) NO ( )

(End of Provision)

Section Thirteen: Evaluation

Addenda FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS (NOV 2021)
Award will be made to the acceptable Quoter with the lowest evaluated price which is deemed responsible in accordance with the Federal Acquisition Regulations (FAR), and which has submitted a quote conforming to the solicitation requirements. The requirements include all stated terms, conditions, and all other requirements of this solicitation. The Government intends to make an award based on the initial quotes received; therefore, the initial offer should contain the Quoter's best terms from a price and technical standpoint. Quoters must be determined to be responsible according to the standards of FAR Subpart 9 to be eligible for award.

Failure to provide a complete, detailed, realistic, and reasonable quote may reflect a lack of understanding of the requirements and may result in a determination that the Quoter's quote is unacceptable. The Government does not assume a duty to search for clarification data to cure problems or inconsistencies with an offeror's quote.

The award decision process is being conducted under FAR Part 12, wherein the Contracting Officer is permitted to engage in communications with individual contractors about their quotes without being subject to the policies and procedures of FAR Part 15, and without engaging in "discussions" or "negotiations" under FAR Part 15.

Although the Government intends to award an IDIQ as a result of this solicitation, the Government reserves the right to reject any and all quotes received and not award any item or items from this solicitation.

Technical Capability and Past Performance will be evaluated on an acceptable or unacceptable basis.

TECHNICAL FACTOR
The Government will evaluate the vendors Technical Capability to determine acceptability of the quote in response to this solicitation.
To be considered technically acceptable, the Quoter's supplies meet the specification outlined in this solicitation.
To be considered technically acceptable:

a. The Quoter's supplies must meet the salient physical, functional, and performance characteristics specified in this solicitation and schedule of supplies to include only quoting New (never been used) Brand Name Only products.

PAST PERFORMANCE FACTOR.

To be considered acceptable:

1. The vendor will be evaluated on their past performance record and any other relevant information obtained from available sources which may include Supplier Performance Risk System (SPRS), Federal Awardee Performance and Integrity Information System (FAPIIS), System for Award Management (SAM), or other databases.
2. If there are no records in Government databases and the quoter provides up to three (3) references, the Government shall then determine how well the contractor performed on the recent (within 5 years of solicitation issuance) and relevant (similar in scope, magnitude, complexity) contracts (Quality of Products or Services). The Government will assign an acceptable/unacceptable rating as to the Quoter's ability to perform on the required effort based upon the recent and relevant past performance record considering the information available regarding quality of performance.
3. In the case of a Quoter without a record or references of recent and relevant past performance, or for whom information on past performance is not available, or so sparse that no meaningful past performance rating can be reasonably assigned, the Quoter may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv), Past Performance Evaluation). Therefore, the Quoter shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable".

Should the Government discover adverse past performance information to which the Quoter had not had a prior opportunity to respond, the Contracting Officer will conduct communications if deemed appropriate.

PRICING FACTOR

If a quote has been determined acceptable under each of the non-price factors listed above, the Government will then evaluate the quote for the lowest price. The quoted total price between quoters that are determined to be technically acceptable will be the determining factor in the selection of a quote for award. Price analysis shall not be conducted on quoters determined to be unacceptable for award, since the quoter will not be in line for award as the lowest priced technically acceptable quoter.

The Government will perform a price analysis to determine the reasonableness of proposed price in accordance with the FAR 15.404-1(b). The Government will utilize a comparison of proposed prices received in response to the solicitation.

The Government will evaluate vendor for award purposes by adding the total price for all ordering periods as the total price for the basic requirement. The Government may determine that a quote is unacceptable if ordering period prices are significantly unbalanced.

A written notice of award or acceptance of a quoter mailed or otherwise furnished to the successful quoter within the time for acceptance specified in the quoter, shall result in a binding contract without further action by either party. Before the quoter's specified expiration time, the Government may accept a quoter (or part of a quote), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**********END OF SOLICITATION**********