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

1. REQUISITION NUMBER	PAGE 1 OF 49
1000227310	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SPE300-26-R-X015	2026 JUL 08

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No Collect calls*)	8. OFFER DUE DATE/ LOCAL TIME
	KASEY MCCONNELL-ROSINSKI DKM0237	Phone: 2157379332	2026 AUG 06 03:00 PM

9. ISSUED BY — CODE SPE300

DLA TROOP SUPPORT
DIRECTORATE OF SUBSISTENCE
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA

10. THIS ACQUISITION IS
- ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ HUBZONE SMALL BUSINESS
- ☐ EDWOSB — NAICS: 311812
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ 8 (A) — SIZE STANDARD:

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

☐ 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 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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._____ 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 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 ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

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

BLOCK 8 (Continued):

OFFER DUE DATE/ LOCAL TIME: August 6,2026 at 3:00PM EASTERN STANDARD TIME

BLOCK 9 (Continued):

Email and DIBBS are the acceptable forms of transmission for submission of initial proposals. E-mailed submissions should be sent to:

Kasey McConnell-Rosinski, Kasey.mcconnell-rosinski@dla.mil;
Linda Saunders, Linda.Saunders@dla.mil

NOTES:
INITIAL OFFERS:
(1) Submitting offers via DIBBS electronic upload is authorized for this solicitation. A notice with instructions to vendors has been posted to DIBBs. The following notes apply:
(a)The offer must be signed and completed in its entirety in accordance with the solicitation requirements. Do not select submit until all associated documents are added. No data will be saved unless the offer is submitted. Once submitted, documents may be added, but not removed.
(b)Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the Government office by 3:00 p.m. Eastern Standard Time.
(c)If the ability to upload proposals is unavailable for any reason, this does not constitute an acceptable reason for a late proposal. In that case, one of the other acceptable submission methods must be utilized.
(2) Facsimile offers are NOT authorized for this solicitation.
DIBBS-Upload-Offer-User-Help.pdf (dla.mil)
(3) Offerors submitting proposals using email are advised that DLA Troop Support systems have certain email size and transmission limitations. Proposals must be prepared accordingly. Individual email attachments should not exceed 5MB in size, and no individual email should exceed more than 10 MB per email (multiple email submissions may be necessary). When submitting multiple emails as a proposal submission, label each email with a number (e.g., 1 of 8), accordingly. After transmitting an email submission, offerors should confirm receipt of all emails with the intended recipients. It is an offeror’s responsibility to ensure its entire proposal is received by the date and time specified is sufficient time to ensure and confirm receipt by the Government.
DISCUSSIONS/NEGOTIATIONS: As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/ negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal Revision(s).

BLOCK 17A. (Continued):

OFFERORS: SPECIFY

CAGE CODE: _____

FAX NUMBER _____

EMAIL ADDRESS_____

COMPANY POC: _____

PHONE #: _____
BLOCK 17B. (Continued):

Remittance will be made to the address that the vendor has listed in the System for Award Management Database. (www. sam.gov). Offeror’s assigned SAM Unique Entity Identifier (UEI):

_____

(If you do not have a SAM Unique Entity Identifier (UEI), contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors – Commercial Items (paragraph j) for information on contacting www.sam.gov to obtain one.)

BLOCKS 19-24 (Continued):

SEE SCHEDULE OF ITEMS (ATTACHMENT 1)

AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, e-mail addresses, and telephone numbers for each authorized negotiator.

_____

_____

_____

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Form

STATEMENT OF WORK

CAUTION NOTICE THE CONTENT AND STRUCTURE OF SOLICITATION SPE300-26-R-X015 IS NEW. PLEASE READ CAREFULLY BEFORE SUBMITTING YOUR OFFER.

The awardee will be required to have a computer system capable of accepting delivery orders and processing Electronic Data Interchange (EDI) transactions. This contract will require the contractor to have electronic commerce/electronic data interchange EC/EDI capabilities.

All contractors who choose to conduct business with the Department of Defense must now be registered in the System of Award Management (SAM) database. In addition, we encourage all vendors who receive contract awards as a result of this solicitation to access the "Dynamic Small Business Search" feature of SAM to identify potential suppliers and teaming partners for this initiative. You may go to the System of Award Management at www.sam.gov and click on the "Dynamic Small Business Search" button. When making your procurement decisions we encourage your consideration of local business as a means to nurture small business and local economies. All contractors who receive awards as a result of this initiative are encouraged to utilize the SBA SUBNet database to assist them in further identifying additional small business sources of supply. Vendors may post notices of sources sought for teaming partners and subcontractors on future contracts. Small business can review this web site to identify opportunities in their area of expertise. You may access the SBA PRONet database through the SBA Website at www.sba.gov.

Included in their proposal submission, offerors are required to substantiate Delivered Prices for all items in the Schedule of Items, with invoices / quotes for all groups offered on. See 52.212-1 Addendum "Proposal Submission Information", para. D, item 2, for more information.

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the Government, in connection with the award, performance, or closeout of a Government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733). If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

RAPID GATE, DEFENSE BIOMETERIC IDENTIFICATION SYSTEM (DBIDS) REQUIREMENT and/or OTHER SECURITY PROGRAMS Many bases may require enrollment in a particular system for base security such as

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Form (CONTINUED)

RapidGate, the Defense Biometric Identification System (DBIDS), or other similar system(s). Such systems manage access to Department of Defense (DoD) installations, and will not allow entry without clearance. During the contract start-up/implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate, DBIDS, or another security program is required for access to each location. If RapidGate, DBIDS, or other security enrollment is required, the Contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have clearance may result in a vendor being turned away from the base and being unable to complete delivery. The Contractor is responsible for any costs associated with RapidGate, DBIDS, and/or other security program enrollment and must ensure that a properly enrolled driver is available for all deliveries. We currently estimate that RapidGate or DBIDS enrollment will cost about $250 per company and $200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate, DBIDS or other security enrollment may vary, so the Contractor should contact the specific security system contractor to determine its own costs. If more than one driver is required, enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment is encountered during the start-up/ implementation period, the Contractor MUST contact the specific security system contractor and/or the Security Officer at the applicable customer locations to resolve any issues with processing enrollment so that the Contractor will be able to deliver as required. For additional information on current base security systems including RapidGate and DBIDS, including enrollment instructions, please visit their websites at https://omnivee.com and **https://dbids-global-enroll.dmdc.mil/preenrollui/#/landing-page**

CHECKLIST - DID YOU REMEMBER TO ?????

] Fill in Block 17a, of 1449?

[ ] Fill in Block 17A. Continued, on the bottom of page 3?

[ ] Indicate remittance address and Unique Entity Identifier block 17B. Continued, on the bottom of page 3, if different, in offer?

[ ] **Sign** Block 30a, name in Block 30b, and date in Block 30c.?

[ ] Sign and return any/all amendments?

[ ] Return one (1) **COMPLETE & SIGNED** copy of the solicitation?

[ ] Fill out all certifications and representations in solicitation or submit a copy of your firm's Online Representations and Certifications Applications Registration from System for Award Management (“SAM”) website?

[ ] Submit prices for **every item** listed in the Schedule of Items (Attachment 1)?

[ ] Fill out Vendor Name, and CAGE Code, for Excel Spreadsheet cell C4, C5 in Attachment 1 for all Groups being offered on?

[ ] Checked box stating you intend or do not intend to use one or more facilities as a place of performance under Federal Acquisition Regulation (“FAR”) 52.215-6 Place of Performance (DEVIATION 2026-O0038) (FEB 2026)?

[ ] In accordance with the clause above, submit a separate list of places of performance, i.e. distribution centers / warehouse locations that will directly support the proposed customers? Warehouses that function as backups should be designated as such.

[ ] Submit A copy of current Wholesale Price List, Catalog Price Schedule or other documents containing

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Form (CONTINUED)

commercial pricing information.

[ ] Submit all documents electronically by emailing to; Kasey McConnell-Rosinski, Kasey.mcconnell-rosinski@dla.mil and Linda Saunders, linda.saunders@dla.mil

and or through the DLA Bid Board System ("DIBBS")?

CAUTION: The above checklist is for convenience purposes only. This list is not intended to be all-inclusive. Offerors are responsible for carefully reviewing the entire Solicitation to ensure proper submission of all required information.

STATEMENT OF WORK

I. INTRODUCTION

A. Defense Logistics Agency ("DLA") - Troop Support ("Agency") intends to enter into an indefinite quantity contract(s) ("IQC") with a commercial firm(s) to supply Fresh Milk & Dairy products to Department of Defense ("DoD", or "Troop") customers in the New Jersey and New York Zones. Specific requirements per item are included in the Schedule of Items (Attachment 1). Failure to propose the specified requirement per item as identified in Attachment 1 may render an offeror's proposal technically unacceptable.

A successful offeror(s) will be required to source, purchase, store, and deliver a variety of milk and dairy items to DLA Troop Support customers on an ongoing basis, while at the same time maintaining acceptable fill rates, levels of customer service, and product quality. Therefore, an offeror must currently possess the physical, logistical, and financial resources to serve as a commercial distributor of a variety of milk, and other dairy items. It is neither sufficient nor acceptable for an offeror to be a third-party logistics ("3PL") company (i.e., a company that does not intend to serve as the milk, and dairy supplier but instead intends to subcontract out the majority of aspects required by the contract, including but not limited to ordering, warehousing, distribution, etc.). By offering, an offeror affirms its status as a current and functioning commercial distributor of milk and dairy items. In order to determine whether an offeror meets the technical requirement of being a current and functioning commercial milk and dairy distributor, the Contracting Officer will require a**n offeror to submit a copy of each third-party warehouse audit (i.e., Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers or other state or federal sanitation inspection certificates). The audit report(s) must demonstrate that a passing score(s) was/were received**. Please note that a request for the aforementioned information by the Contracting Officer will be used to make a determination of whether or not the offeror meets the technical requirement of being a current and functioning commercial distributor of milk, and other dairy products. This information is not being sought to determine an offeror's likelihood of success in performing the contract as would be the case in a responsibility analysis.

B. The aforementioned zone is comprised of (2) Groups in the area described above. Group 1 (McGuire AFB, Fort Dix), and Group 2 (Edison, JCC, NWS Earle) Areas for milk and dairy respectively. The contract period for Group 1 and Group 2 will be from **September 19, 2026 to September 20, 2031.** The Agency intends to award one contract per Group. The offeror must support all the customers in the Group for which they make an offer. Offerors are required to propose on all items in the Schedule of Items. Failure to do so may result in its proposal being deemed technically unacceptable and therefore excluded from further consideration for award. Because the Contracting Officer is not obligated to initiate negotiations, each offeror shall submit its most competitive proposal. Said proposal shall be responsive to all of the Solicitation's requirements and free from any deficiencies.

C. This procurement is using the procedures of 41 U.S.C. 1901, as implemented by Class Deviation 2026-O0028 - Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 12, Defense FAR Supplement (DFARS) Part 212

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Form (CONTINUED)

and Revolutionary FAR Overhaul Part 12.201-1, Simplified procedures, for acquisition described at 12.001(c).

D. This Solicitation utilizes the Lowest Price Technically Acceptable ("LPTA") Source Selection Process. It contains three tiers: one (24-month) tier and two (18-month) tiers. The length of the contract is 60 months (5 years) including all tiers.

E. Any award resulting from this Solicitation will be an Indefinite Quantity Contract (IQC) that is fixed in price. The IQC will provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (reference FAR 16.504 (a)).

II. EFFECTIVE PERIOD OF CONTRACT

A. Any resulting contract from this Solicitation will not exceed 5 years commencing on the effective date of September 20, 2026.

III. TIERS

A. The 5-year contract period is divided into three three-tier periods. Each Tier affords offerors an opportunity to provide different Unit Prices to the "other dairy" items on the schedule of items that aren't subject to the monthly economic price adjustment. Tier-1 will be from September 20, 2026 - September 23, 2028. Tier 2 will be from September 24, 2028 - March 23, 2030. Tier 3 will be from March 24, 2030 - September 20, 2031.

IV. ESTIMATED DOLLAR VALUE / GUARANTEED MINIMUM / MAXIMUM

A. The following chart includes the 24-month estimated dollar value for Tier 1, and the overall 5-year contract period, along with the 10% guaranteed minimum of the first year (12 month) estimate, and the 250% 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 the 12 months of tier 1 and the 5-year estimated dollar values, respectively.

B. NOTE: The guaranteed minimum, which is shown in the "10% Minimum" column below, constitutes the Agency's full legal obligation as to its ordering requirements. Once this obligation is met, there is no further ordering obligation on the part of the Agency regardless of what tier period said obligation is met within.

The term "estimate" refers to the Agency's good faith estimate of the requirement for the specific tier periods stated.

New Jersey - New York Zone	24 – Months Estimate (Tier 1)	5 Years Estimate (Total Including both Tiers)	10% Guaranteed Minimum (12 months)	Contract Maximum (250%)
Group 1 (McGuire AFB, Fort Dix,)	$117,847.42	$294,618.55	$5,892.37	$736,546.38
Group 2 (Edison, JCC, NWS Earle)	$24,347.74	$60,869.35	$1,207.39	$152,173.38
Total	**$142,195.16**	**$355,487.90**	**$7,099.76**	**$888,719.76**

V. CONTRACT START-UP PERIOD

A. After an award is made, the Contractor (also referred to as the Awardee) will be required to take steps to

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Form (CONTINUED)

implement its new contract prior to initial ordering/delivery. This may include but is not limited to invoicing (STORES), sourcing new items, finalizing delivery schedule per customer location, base access, etc. The timeline for the "start-up" period, as described above, is not included in the first 24-month Tier 1 period.

VI. ELECTRONIC ORDERING CATALOGS

An offeror that receives an award will be required to maintain electronic catalogs (STORES) that list all items available to the customers covered under this solicitation. Each item in the catalog shall contain the corresponding national or local stock number (as appropriate), Government item description, packaging characteristics, unit of issue, and unit price.

A. Catalog Maintenance

1. New Items

(a) If a customer seeks to order a Milk and/or Dairy item that is not a part of the catalog after the customers' ordering period commences (i.e. post "start-up" period), the Contractor will be afforded a maximum of 10 days to source the item and have the item added to the ordering catalog. The final step prior to the item being "live" on the catalog is for the Contracting Officer to determine the item's price "fair and reasonable." Once this is complete, the item should remain constant within the contractor's inventory, subject to availability issues. When requesting all item approvals (including new additions and/or changes to an existing item, such as pack size, etc.) with the Contracting Officer, the Contractor shall use the "Request for New Item" Form (Attachment 2). This form is mandatory and without it, no new items or changes to existing items will be processed by the Contracting Officer.

2. Catalog Pricing

(a) Schedule of Items Pricing: Items priced in the Schedule of Items (see Attachment 1) will be included in the ordering catalog following award. Schedule of Items will be determined fair and reasonable prior to award.

(b) Contractor-Requested Catalog Price Changes: Upon award, all items included in the Solicitation's Schedule of Items that ultimately are included in the ordering catalogs have been deemed "fair and reasonable" from a pricing standpoint by the Contracting Officer.

(c) Contractor-Requested Catalog Additions: Before an item is added to the catalog, the Contractor is required to submit to the Contracting Officer the "Request for New Item" Form as previously addressed (see Attachment 2). Said request shall include the stock number, Government item description including the quality grade of the item (if applicable), proposed unit price with a corresponding supplier invoice or quote (quotes permitted in very limited circumstances as approved by the Contracting Officer; e.g. Contractor never purchased item before. The Contracting Officer will review the catalog addition request and upon determining the price fair and reasonable will contact the Contractor to indicate acceptance. The item once accepted will be added by the Contracting Officer to the catalog. Should the proposed price fail to be determined "fair and reasonable," the Contracting Officer will conduct negotiations with the Contractor. If, after negotiations, the proposed price still cannot be determined "fair and reasonable," the item will not be added to the catalog.

(d) Pricing Requirements: The Contractor's catalog prices, as awarded, constitute the initial catalog prices. The prices shall remain in effect for all subsequent ordering periods except as otherwise adjusted in accordance with the EPA provision.

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Form (CONTINUED)

VII. ECONOMIC PRICE ADJUSTMENT (EPA) - ESTABLISHED MARKET PRICE - MILK

A. To the extent that contingent cost increases are provided for by this clause, the Contractor warrants that prices included in the contract do not include any amount to protect against such contingent cost increases.

B. This EPA clause applies to skim milk and butterfat fluid milk products classified as class I milk only (i.e., whole milk, fat-free milk, low fat milk, light milk, reduced fat milk, milk drinks, eggnog and cultured buttermilk, including any such beverage products that are flavored, cultured, modified with added nonfat milk solids, sterilized, concentrated, or reconstituted. As used in this paragraph, the term concentrated milk means milk that contains not less than 25.5 percent, and not more than 50 percent, total milk solids). Any package sizes other than gallons will be pro-rated based upon the price adjustment per gallon.

C. Class I milk, as described in this clause, is subject to the regulations of the United States Department of Agriculture under the Federal milk marketing orders.

D. The economic indicator for the purpose of prospective adjustments to contract prices under this clause shall be the Class I price [(base skim milk price for Class I times 0.965) plus (advanced butterfat pricing factor times 3.5)] in the announcement of advanced prices and pricing factors released by the U.S. Department of Agriculture, Agricultural Marketing Service, dairy programs. The announcement is released on the Friday before the 23rd of the month unless the 23rd of the month falls on a Friday in which case, Friday the 23rd will be the release date.

E. Price adjustments shall be based on the following:

(1) The "base price" for the purpose of the initial adjustment calculation under this clause shall be the current month price of the economic indicator in effect at (i) the closing date for proposals, if no discussions are held, or (ii) the due date for final proposal revisions, if discussions are held. The "base price" for each subsequent monthly adjustment calculation shall be the adjusted price from the previous month.

(2) The "adjusting price" shall be the monthly price of the economic indicator released following the month used to determine the "base price".

F. For the purpose of price adjustments pursuant to this clause:

(1) Adjustments will be made in increments of $0.01 per gallon when and only when the change per gallon in either direction is equal to or greater than +/-$0.0100.

(2) Adjustments in excess of $0.0100 per gallon and in excess of $0.0050 for units other than a gallon (i.e., half gallon, quart, pint and half pint) will be rounded to two decimal places to accommodate systems requirements of the subsistence total order receipt electronic system (STORES), as follows:

$0.0050 to $0.0099 = $0.01

$0.0100 to $0.0149 = $0.01

$0.0150 to $0.0199 = $0.02

$0.0200 to $0.0249 = $0.02

$0.0250 to $0.0299 = $0.03,

etc.

(3) One hundred weight (CWT) as used in the price of the economic indicator equates to 11.63 gallons of

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Form (CONTINUED)

milk deliverable under this contract.

G. Promptly following release of the announcement of advanced prices and pricing factors applicable to the following month, the Contracting Officer shall compute the adjustments, if any, to the current contract prices for the purpose of determining any revised prices applicable to orders for the next month in the manner detailed below:

(1) Compute adjusting price.

(2) Compute base price.

(3) Compute change from base price.

(4) Convert the price change to price per gallon.

(5) Compute price change for other units other than a gallon.

(6) Round price adjustment(s) from lines (4) and (5) to nearest $0.01 increment (see paragraph (f)(2)).

(7) Compute adjusted contract unit price(s). The following sample price computation is an illustration using January as the base price and February as the adjusting price.

(a) Adjusting price Base skim milk price for Class I $7.72 CWT X 0.965 $ 7.4498 Advanced butterfat pricing factor $0.9302 LB X 3.5 $ 3.2557 Class I Price $10.7055

(b) Base price base skim milk Price for Class I $7.72 CWT X 0.965 $ 7.4498 Advanced butterfat pricing factor $0.9854 LB X 3.5 $ 3.4489 Class I Price $10.8987

(c) Change from base price per CWT ($0.1932)

(d) Price change per gallon Line (3) divide by 11.63 gallons/cwt ($0.0166)

(e) Price change per half gallon ($0.0083) Price change per quart ($0.0042) Price change per pint ($0.0021) Price change per half pint ($0.0010)

(f) Price adjustment per gallon ($0.02) Price adjustment per half gallon ($0.01) Price change per quart $0.00 Price change per pint $0.00 Price change per half pint $0.00

(g) Adjusted contract unit price Item per gallon (current unit price - $0.02) Item per half gallon (current unit price - $0.01) Item per quart (No adjustment) Item per pint (No adjustment) Item per half pint (No adjustment)

H. Revised prices will become effective on the 1st Sunday of the next month and will remain in effect until the next price change occurs. I. Price adjustments pursuant to this clause will not be made by separate contract modifications. Adjustments will be implemented by the government as follows, and these actions shall constitute a modification to the contract:

(1) The adjusted contract unit price(s) for the following month will be input in STORES,

(2) A facsimile transmission will be sent to Contractors who do not have electronic access, and

(3) The calculations used to derive the adjusted contract unit price(s) for the following month will be posted on the Internet.

J. The aggregate of the increases in any contract unit price under this clause shall not exceed 30% of the original

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Form (CONTINUED)

contract unit price. The original contract unit price is the price in effect on the date of award. If at any time during the term of the contract, a proposed economic price adjustment will exceed this ceiling, the Government reserves the right to raise this ceiling where changes in market conditions during the contract period support an increase. There is no percentage limitation on the amount of downward adjustments that may be made under this clause.

K. In the event publication of the economic indicator is discontinued or its method of calculation substantially altered so that it no longer reflects market prices, the parties shall mutually agree upon an appropriate substitute for price adjustment(s) under this clause.

(1) Any dispute arising under this clause is subject to the "disputes" clause of the contract.

VIII. BUY AMERICAN ACT

A. The Buy American Act, contained in Federal Acquisition Regulation (“FAR”) 52.225-1 and included in this solicitation, is applicable. This regulation mandates that all food items, including milk and dairy items, provided under the instant solicitation and resulting contracts be produced and manufactured in the United States.

IX. ADDITION OF NEW CUSTOMERS

A. Adding Customers within the Contract's Geographic Distribution Region/Zone:

1. After contract award, there may be instances when new customers request support of their fresh milk and dairy requirements. Additional DoD and/or Non-DoD federal government customers that request DLA Troop Support fresh milk and dairy support may be added to the contract without any new acquisition or competition process, if the customer(s) is/are within the geographic distribution region/zone covered by this contract.

2. The decision as to whether a potentially new customer is within the contract region or zone and, thus, will be added to the contract without further competition and at the existing contract prices, shall be the sole decision of the DLA Troop Support Contracting Officer.

3. Pursuant to the above, the Contracting Officer will instruct the contractor to include the customer(s) at the effective contract prices applicable to that distribution zone/region.

B. Under no circumstance may the resulting contract's maximum dollar value be exceeded with the addition of any customer(s) and its respective milk and dairy requirements.

X. CUSTOMER SERVICE

A. The contractor(s) shall treat each of the customers covered under the contract as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under the resulted contract.

B. Troop and other customers conduct periodic food menu boards and similar meetings that the Contractor may be required to attend. At these meetings, the customers typically review their internal business practices and may request that the Contractor show new products and/or provide nutritional information.

XI. ORDERING SYSTEMS

A. Subsistence Total Order & Receipt Electronic System (“STORES”): DoD customers will order using the STORES catalog as applicable.

1. Accessed via the Internet, STORES is the Government's translator/ordering system that is capable of

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accepting orders from any of the Services', i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (“EDI”) format. In addition, this information is passed to DLA Troop Support for the purposes of contractor payment and customer billing.

2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the Contractor and DLA-Troop Support.

3. The Contractor is required to interface with STORES and must be able to support the following EDI transactions:

810 Electronic Invoice

820 Payment Voucher Information

Note: A complete description of these transaction sets is included in the “EDI Implementation Guidelines” and can be found at http://www.dla.mil/TroopSupport/Subsistence/Doing-Business-with-Sub/STORES/, click STORES and EDI Requirements.

4. The Contractor shall have access to the Internet and be able to send and receive electronic mail (email).

5. Unit prices must be formatted not more than two (2) places to the right of the decimal point in all ordering catalogs. Standard rounding methods must be applied. For example, a price of $2.215 or higher must be rounded up to $2.22 and a price of $2.214 or lower must be rounded down to $2.21.

6. Contractors are required to utilize the Government's item descriptions on all invoices, delivery tickets to the customer, and 810 invoice.

7. The Contractor will utilize the DLA Troop Support invoice reconciliation process, or other such systems as may become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.

8. In the event the STORES system or the Contractor's interface is not operational, the Contractor must provide alternate ways for the customer to order (e.g., by fax by phone, pick up orders, etc.)

9. Public Key Infrastructure (“PKI”)/ External Certificate Authorities (“ECA”) Certificates: The Department of Defense (“DoD”) PKI Certificate will be required for all DoD users. A DoD PKI certificate will be required for all contractors. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

(a) Obtaining a PKI certificate:

(i) Contractors who do not work on-site at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (“ECAs”). The ECAs are vendors who provide digital certificates to DoD's industry partners who are using their own equipment or working in non-Governmental facilities. Certificate prices range from $99 - $179 per certificate per year, with volume discounts at some ECAs. A list of ECAs is available at the following web address: https://www.transactionservices.dla.mil/daashome/pki_contacts.asp

(ii) Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

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XII. ORDER PLACEMENT and ADJUSTMENTS/CANCELLATION OF ORDERS

A. The minimum order requirement for any resultant contract is $100.00. This requirement shall be based on the aggregate total of orders for a specific delivery date to all customers located within a particular military base or delivery location.

B. Customers shall place orders via STORES to accommodate at a minimum a 2-day lead time, i.e “skip day” delivery. For example, an order placed on Monday, September 1st would have a required delivery date of Wednesday, September 3rd. Orders shall generally be sent by the customer no later than 10:00 a.m. to allow the vendor to receive order the same business day. However, a customer may decide to place an order with a longer lead-time for delivery, except as noted under the - “Holidays” subsection under the “Deliveries and Performance” section of this Solicitation.

C. Once submitted through the applicable electronic ordering system (STORES), an order may be cancelled by a customer up to 24 hours before scheduled delivery via written notification to the Contractor and the Contracting Officer. Within less than 24 hours 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 will be dealt with in an equitable manner by the Contracting Officer, who has the ultimate authority and discretion to resolve said issues. (SKIP DAY)

D. Adjustments - For procedures discussing adjustments to order, refer to Attachment 4 (STORES manual).

XIII. ITEM AVAILABILITY

A. Contractors must have the ability to provide to the customers a range of milk and dairy items in sufficient quantities to fill all customer requirements and maintain the overall 98% contract fill rate. All supplies shall be delivered on a “fill or kill” per line item basis (i.e. If a Contractor cannot fill a line item, the line item dies). Therefore, item substitutions are not authorized.

C. The vendor should notify the customer, same day and no later than 24 hours after order placement, of the non-availability of an item. The vendor must provide an alternative already listed on the catalog. The vendor must provide the customer with ample time to re-submit an order of an alternative item(s) before the Required Delivery Date. Assuming the proper procedure is followed, this circumstance (i.e. replacement of a NIS item with a separate order for another catalog item) will not negatively impact a contractor's fill rate.

XIV. PACKAGING, PACKING, LABELING, AND MARKINGS

A. All packaging and packaging shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall comply with the National Motor Freight Classification and Uniform Freight Classification Code.

B. All items must be identified with readable dates (open code dates), coded dates.

C. Protection during inclement weather is required. All products that are susceptible and sensitive to temperature must be protected by any means to prevent damage.

XV. DELIVERY INSTRUCTIONS

A. Contractors shall ensure all products are delivered in sanitary trucks that are of a commercially acceptable standard. If applicable, all delivery trucks must be equipped with a lift gate to expedite the offloading of products.

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Trucks shall maintain proper temperatures in accordance with standard commercial practices. Deliveries shall be FOB Destination to all delivery points. Delivery will be completed when the Contractor has unloaded the order(s) from the vehicle and placed them on the dock, and customer-receiving personnel has accepted the delivery ticket, in accordance with Section XVI below. All items will be delivered to customer locations free of damage and with all packaging and packing intact. See Attachment 3 Delivery Schedule.

B. Customers' delivery schedules (days and times), routes, and stop-off sequences will be coordinated and verified with the customers on a post-award basis by the Contractor immediately following award and on an annual basis as required. On average, each Troop customer receives one to three deliveries per week. However, these schedules may be revised as necessary on a case-by-case basis at the approval of the Contracting Officer.

C. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point and loaded into the delivery vehicle in reverse drop sequence. The intent is to provide expeditious off-loading capability and delivery to the customers.

E. The Contractor shall ensure that the personnel loading and delivering the product provide professional, prompt, and efficient service to the customer. Failure to adhere to these standards will be reported to the Customer Representative and the Contracting Officer by the affected customer(s) whereby appropriate corrective action will be coordinated with the Contractor.

XVI. INSPECTION AND ACCEPTANCE

A. Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military, Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer. All deliveries are subject to Public Health\Military Food Inspections. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). In addition, the delivery vehicles will be inspected for cleanliness and condition. The Food Service Officer (and/or) Authorized Receiving Official (ARO) at each delivery point (are/is) responsible for coordinating or conducting the inspecting and accepting of products as they are delivered. All overages, shortages, and/or returns are to be annotated on the delivery ticket by the receiving official and print and signed by the truck driver. A signature on the delivery ticket/ invoice denotes acceptance of the product subject to inherent defects within 24 hours after delivery. If directed by the KO and or requested by the customer, the Contractor's delivery vehicles will stop and report to the Public Health\Military Food inspection points as designated for inspection of products before proceeding to any other designated delivery point. The invoice/delivery ticket shall not be signed prior to inspection of the product. Supplies transported in vehicles that are unsanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection. Failure to identify latent defects or similar issues at time of acceptance will not absolve the Contractor of its liability or preclude the customer from obtaining appropriate remedy upon the timely discovery of said defects or issues after-the-fact. In this circumstance, the customer shall notify the Customer Representative who will coordinate with the Contracting Officer in seeking an appropriate resolution.

B. The authorized Government receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. The authorized Government receiving official's signature and printed name on the delivery ticket is required for acceptance of the product. All signatures MUST be legible along with a printed name and title block. Failure to adhere to this requirement may result in disputes going against that party as its failure can severely limit the

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Contracting Officer's judgment.

C. Delivery Ticket and related information. No electronic invoice may be submitted for payment until acceptance is verified.

1. Troops: The Contractor shall provide three copies of the delivery ticket with the shipment. The first copy is provided to the receiving official (i.e. the customer) who will use the delivery ticket as the new receipt document. The second copy will be retained by the Contractor (or its agent) for invoicing, and the final copy will be forwarded (either as the driver leaves the base or faxed/emailed with 24 hours of delivery) to the Fleet Logistics Center “FLC” or Fleet Industrial Supply Center “FISC” located at the prospective Base.

XVII. AUTHORIZED RETURNS

A. The Contractor shall accept returns under the following conditions:

1. Products shipped in error.

2. Products damaged in shipment.

3. Products with concealed or latent damage.

4. Products that are recalled.

5. Products that do not meet shelf life requirements.

6. Products that do not meet the minimum quality requirements as defined for the items listed in the schedule.

7. Products delivered in unsanitary delivery vehicles.

8. Quantity excess as a result of catalog error by the Contractor.

9. Products that do not comply with FAR 52.225-1 - Buy American Act.

10. Any other condition not specified above that is deemed by the customer to be valid reasons for return, confirmed by the Contracting Officer within his/her discretion.

XVIII. REJECTION/RETURN PROCEDURES

A. In the event an item is returned for any of the reasons cited in Section XII, the delivery ticket/invoice shall be annotated as to the item(s) rejected/returned. These items shall then be deducted from the delivery ticket/ invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. On an as-needed basis determined by customer need, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, contract line-item number, and purchase order number for the discrepancy line. These re-deliveries will not constitute an emergency order requirement.

B. In the event a product is rejected after initial delivery is made, the Contractor will pick up the rejected product or make other disposition arrangements deemed acceptable by the customer. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the Contractor has already been paid for the product, a claim will be issued through DLA TROOP SUPPORT's financial system and the Contractor shall promptly pay the claimed amount. In all Items, one (1) copy

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of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DLA TROOP SUPPORT Contracting Officer.

C. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies. See FAR clause 52.212-4, paragraph (o) and addendum to clause 52.212-4, paragraph 1**.**

XIX. INVOICING

A. Each delivery will be accompanied by the Contractor's delivery ticket/invoice. The customer shall sign all copies of the invoice/delivery ticket. **Any changes must be made on the face of the delivery ticket/invoice; attachments are not acceptable.** See Section XVI, para. C.

B. No paper invoices shall be submitted to DFAS for payment. For all orders placed via STORES, invoicing for payment is to be filed electronically using EDI 810 (see http://www.dla.mil/TroopSupport/,Select supply chains: Select Subsistence, Select Information: Select Stores & EDI Requests for EDI guidelines).

C. All invoices submitted by the Contractor must be “clean”, i.e. all debits and/or credits must be reflected on the invoice prior to its submission. The Contractor is required to ensure the accuracy of its invoices. The Reconciliation Tool in STORES Web provides the contractor the ability to ensure said accuracy.

D. **All internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The Contractor will be responsible for correction and re-submission.

E. The same invoice cannot be submitted with different dollar amounts.

F. Any manually keyed, or emergency, orders must contain the word “Emergency” in the Purchase Order field when the invoice is submitted for payment. In addition, the CALL number and contract line-item number (CLIN) will be entered as “9999” on the invoice. Failure to follow this procedure may result in the rejection of the Contractor's invoice.

G. **For catch weight items, standard rounding methods must be observed, i.e. less than .5 is rounded down; greater than or equal to .5 is rounded up. All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the Contractor. Note: Currently, no catch weight items apply to this Solicitation. This does not preclude the possibility that catch weight items may be added in the future for certain items.

H. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. Standard rounding methods must be applied. For example, a price of $2.215 or higher must be rounded up to $2.22 and a price of $2.214 or lower must be rounded down to $2.21.

I. Although invoices must be submitted electronically via an 810 Electronic Invoice; the following address must appear in the “Bill To” or “Payment Will Be Made By” block of the Contractor's invoice.

DFAS - Columbus Center (SL4701) Attn: DFAS-BVDP P. O. Box 369031 Columbus, OH 43236-9031

Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

1. Contract Number

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2. Call or Delivery Order Number

3. Purchase Order Number

4. DoD Activity Address Code (DODAAC)

5. Contract line-item numbers (CLINs) listed in numeric sequence (CLIN order)

6. Item nomenclature

7. Local Stock Number (LSN) or National Stock Number (NSN), as applicable

8. Quantity purchased per item in DLA Troop Support's unit of issue

9. Total dollar value on each invoice (reflecting changes to the shipment, if applicable)

J. Invoice transactions may be submitted to DLA Troop Support daily. All internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The Contractor will be responsible for correction and re-submission.

K. Invoice Reconciliation. The following tools have been developed to provide an additional method for the Contractor to ensure the accuracy of its own internal accounting process.

1. For STORES: **Vendor Reconciliation Tool** - In an effort to improve the payment process, Contractors are required to view what the customer has or has not receipted via the DLA Troop Support STORES website: https://www.stores.dla.mil/stores_web/Admin_Logon.aspx. The Contractor will have access to "un-reconciled" information, i.e., the invoice does not match the receipt because of the quantity and/or price discrepancy or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the website by the Contractor. While the Contractor will not have the capability to update customer receipt information, update capability will be available for un-reconciled invoice information for 120 days. It is the Contractor's responsibility to ensure accurate invoices.

XX. FILL RATE

A. Order-fill rates shall be calculated by the Contractor on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. To ensure accuracy in the Contractor's reported fill rates, the Government will utilize its own internal data for comparison purposes. The fill rate shall be calculated as follows and shall not include mis-picks, damaged Items or rejected items (**No other method of calculating fill rate will be accepted):**

Items accepted * 100 = fill rate % Items ordered

B. Definitions:

1. Items Accepted: Product that the customer has received and receipted not including damaged Items, rejected items, or mis-picks.

2. Items Ordered: Product ordered by a customer through STORES.

C. Contractor is required to maintain at a minimum a **98.0%** fill-rate.

D. The Contractor will submit a monthly report, by customer, to the DLA Troop Support Contracting Officer with

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the following information:

1. Fill Rate

2. List of all items that were Not in Stock, Returned, Damaged, and/or Mis-picked

XXI. HOLIDAYS

A. All orders are to be delivered on the specified delivery date, except for Federal holidays, as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer.

New Year's Day Labor Day

Martin Luther King Jr's Birthday Columbus Day

Presidents' Day Veterans Day

Memorial Day Thanksgiving Day

Juneteenth Christmas Day

Independence Day

B. Note: Holidays falling on a Saturday are normally observed on the preceding day (Friday); holidays falling on a Sunday are normally observed on the following day (Monday).

XXII. EMERGENCY ORDERS

A. Troop requirements can accelerate and surge during wartime, civil emergencies, natural disasters, adverse weather or other conditions. Therefore, last minute ordering may take place as necessary to fulfill customers' requirements.

B. For Troop customers, the contractor will provide at maximum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government. As specified by the customer, all emergency order(s) for supplies must be same day or next day. Expeditious fulfillment of the emergency requirement is imperative. Unless otherwise noted by the Contractor, the Contractor's Tailor Vendor Logistics Specialist (“TVLS”) or Customer Service Representative (“CSR”) will be the point of contact for emergency orders, and will vet the appropriateness of such a request.

XXIII. FOOD DEFENSE

A. DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. The Contractor must ensure that products and/or packaging have not been tampered with or contaminated throughout the manufacturing, storage, and delivery process. The Contractor must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

B. As the holder of a contract with the Department of Defense, the Contractor should be aware of the vital role it

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plays in supporting the Agency's customers. It is incumbent upon the Contractor to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.

XXIV. PRODUCT QUALITY

A. Commercial standards shall be used to maintain temperatures appropriate for individual milk and dairy items during storage and delivery to DLA Troop Support customers.

1. Freshness Requirements:

(a) Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following freshness requirements. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice. Each container, carton, etc. shall have visible, legible and understandable “sell-by-date” or equivalent.

(b) All products delivered under this contract must conform to the following freshness requirements:

(i) Dairy products shall include mold inhibitors of the proper level as allowed by the FDA.

(ii) Milk, Whipping Cream (fresh), Cream (fresh) and Half-and-Half (fresh), Ice Milk Mix, Fresh (soft serve), Milk Shake Mix, Fresh (direct draw), Buttermilk and Eggnog must be delivered with a minimum 10 days shelf life remaining.

(iii) Whipping Cream (ultra-pasteurized), Half-and-Half (ultra-pasteurized) and Cream (ultra-pasteurized) must be delivered with a minimum 14 days shelf life remaining.

(iv) Cottage Cheese cultured and acidified, normal and extended shelf life must be delivered with a minimum 14 days shelf life remaining.

(v) Sour Cream must be delivered with a minimum 21 days shelf life remaining.

(vi) Yogurt must be delivered with a minimum of 18 days shelf life remaining.

(vii) Ice Cream must be delivered with a minimum 120 days shelf life remaining.

XXV. QUALITY PROGRAM

A. The Contractor shall develop and maintain a quality program for the product acquisition, warehousing, and distribution to assure the following:

1. Standardized product quality.

2. Wholesome product by veterinary standards.

3. Product shelf life managed and monitored (by date of pack/production of the item).

4. Items are free of damage.

5. Correct items and quantities are selected and delivered.

6. Ensure requirements of the Berry Amendment are met.

7. Customer satisfaction is monitored.

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8. Product discrepancies and complaints are resolved and corrective action is initiated.

9. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support Contracting Officer.

10. Compliance with EPA and OSHA requirements.

11. Distressed or salvaged items or products shall not be used.

12. Commercial standards are used to maintain temperatures appropriate for individual items.

D. The Contractor shall, for all places of performance, maintain a copy of each third-party warehouse audit (i.e., Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers or other state or federal sanitation inspection certificates). The audit report(s) must demonstrate that a passing score(s) was/were received. Failure to obtain and maintain a Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers or other state or federal sanitation inspection certificates will be considered a breach of contract. Further information, including inspection requirements, can be found at https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx.

XXVI. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

A. The Contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, as well as all pertinent state and local laws and regulations. Records of inspections performed by the Contractor, its subcontractor, or other recognized industry association hired by the Contractor shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the Contractor or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

B. The Contractor shall have in place the proper temperature controls in their warehouse to ensure product is stored at commercially acceptable temperature settings.

XXVII. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS AND SANITARY CONDITIONS

A. Food Establishments.

1. All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard.

2. Each offeror is required to submit a copy of each third-party warehouse audit (i.e., Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers or other state or federal sanitation inspection certificates) in response to this solicitation.

3. During contract performance, the vendor shall comply with any findings or corrective actions noted on all of its mandatory monthly and yearly inspections and audits performed by county, state, and federal agencies including the Food and Drug Administration and US Department of

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Health & Human Services. The vendor will immediately notify the Contracting Officer of any negative findings by any of these auditing agencies which affect the performance of its contract(s) and of the vendor's corrective action.

4. The Contracting Officer may request copies from the vendor of any negative county, state, or federal health inspection which affects its contract(s). Failure to comply with state, county, and federal milk regulations, failure to apply corrective action to audit findings, or not maintaining its pasteurization plant compliance at a rate of least 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers,” may result in termination of the contract at the vendor's expense. In the event the vendor is subcontracting milk and dairy products, the vendor shall be responsible for replacing any noncomplying subcontractor with an approved subcontracting source or risk termination of the contract.

5. When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

B. Delivery conveyances:

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and/or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product `unfit for intended purpose', supplies tendered for acceptance may be rejected without further inspection.

XXVIII. CONTRACTOR QUALITY AUDITS

A. The Government may conduct formalized audits to verify the vendor's adherence to the contract requirements and the quality of product being supplied under any resultant contract.

XXIX. RECALL PROCEDURES REQUIREMENTS

A. In the event that a product recall is initiated by the USDA, the Contractor, or the Contractor's supplier or manufacturer, the Contractor shall follow the procedures as outlined below:

1. Immediately notify the following personnel:

(a) Customers that have received the recalled product.

(b) DLA Troop Support Contracting Officer.

(c) DLA Troop Support Account Manager.

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(d) DLA Troop Support Customer Safety Officer at (215) 737- 2922.

2. Provide the following information to the DLA Troop Support Consumer Safety Officer:

(a) Reason for recall

(b) Type of recall, i.e., Type I, II or III.

(c) Description of product.

(d) Amount of product.

(e) List of customers that have received product.

(f) Name and phone number of responsible person (Recall Coordinator).

3. The Contractor shall provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.

4. At the discretion of the affected customers, the Contractor shall either replace at no additional cost or adjust the invoice quantity for any recalled product.

B. In the event of a DoD All Food and Drug Acts ("ALFOODACT") notification resulting from a product recall, the Contractor shall provide the following information within 72 hours after recall notification (ALFOODACT) to their Contracting Officer (KO), Contracting Specialist, Tailored Vendor Logistics Specialist (TVLS) and/or Contracting Officer Representative (COR). Additionally, this information will be sent to the DLA Troop Support Subsistence Food Safety Office at dscpconssafofc@dla.mil:

1) ALFOODACT 201X-XXX

2) DLA Contract Number:

3) Unit of Measure:

4) Quantity Currently in Stock:

5) List of customers that received product AND (a-h) for each customer:

a. Customer name and location:

b. DLA Purchase Order Number:

c. Vendor Invoice Number:

d. Item Stock number (LSN, NSN):

e. Quantity Shipped:

f. Date Shipped:

g. Value of Affected Product:

h. Amount of credit due:

XXX. NON-COMPETE PROVISION

A. The offeror warrants that upon receiving the award, it will not actively promote, engage, or market any of the

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customers on this acquisition away from the resultant DLA Troop Support contract and onto a fresh milk and dairy subsistence contract or account of any other Government agency or commercial entity. This prohibition is in effect during the life of the resultant contract, and restricts competition in the specific area or zone that is the subject of this acquisition. A violation of this term may result in the Contracting Officer terminating the contract, documenting this action as part of the awardee's past performance data, and taking other appropriate recourse as permitted by contract or applicable regulations and law.

XXXI. MANAGEMENT REPORTS

A. The Contractor shall electronically transmit the following reports to the DLA Troop Support Contracting Officer and Account Manager on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month (e.g., for the reporting period of January 1 through January 31, the reports must be received by February 7).

1. Fill Rate Report: The fill-rate is calculated by dividing the number of Items accepted by the customer by the number of Items ordered. No other method of calculating fill rates should be included. Mispicks and damaged or rejected Items should not be included in this calculation. The report should specify fill rates per customer and an overall average fill-rate for all customers under the contract for the month being reported. For further fill rate explanation, see Section XVIII. FILL RATE.

XXXII. CONTRACT ADMINISTRATION INFORMATION

A. Contract Authority: The DLA Troop Support Contracting Officer is the only person authorized to approve changes or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.

1. In the event that the Contractor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change in writing.

2. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.

B. Payments: DFAS Columbus Center is the payment office for this acquisition.

1. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of FAR Clause 52.212-4 Terms and Conditions --Commercial Products and Commercial Services that is incorporated by reference into this solicitation.

2. Payment will be made within 10 days after the receipt of a proper invoice; however, payment is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. As previously noted, it is the Contractor's obligation to submit such an invoice and, absent such an invoice, no payment will be due for purposes of the Prompt Payment Act.

3. The Contractor is responsible to use My Invoice for detailed summary of payments (line by line analysis) which can be found at: https://wawf.eb.mil/.

4. The Government intends to make payments under the resultant contract by electronic funds transfer (“EFT”) based on the information contained in the System for Award Management Registration (“SAM”).

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Form (CONTINUED)

FAR Clause 52.232-33, “Payment by Electronic Funds Transfer- System for Award Management” is incorporated by reference.

C. Administration:

1. The Contracting Officer from the DLA Troop Support Supplier Operations - Produce and Market Fresh Division - will perform administration of the contract. The DLA Troop Support Contracting Officer must approve any changes to the resultant contract.

PID Data - Custom Clause

Insert (copy and paste) text for the PID information here

Part 12 Clauses

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION 2026-O0038) (FEB 2026)

52.212-1 Instructions to Offerors --Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)

52.212-2 Evaluation --Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)

52.212-4 Terms and Conditions --Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)

52.216-1 Type of Contract (DEVIATION 2026-O0038) (FEB 2026)

52.216-22 Indefinite Quantity (DEVIATION 2026-O0038) (FEB 2026)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2026-O0038) (FEB 2026)

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Part 12 Clauses (CONTINUED)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 2026-O0038) (FEB 2026)

52.240-91 Security Prohibitions and Exclusions (DEVIATION 2026-O0038) (FEB 2026)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION 2026-O0038) (FEB 2026)

52.253-1 Computer Generated Forms (DEVIATION 2026-O0038) (FEB 2026)

52.229-11 Tax on Certain Foreign Procurements --Notice and Representation (DEVIATION 2026-O0038) (FEB 2026)

52.216-19 Order Limitations (Oct 1995)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

252.225-7001 Buy American and Balance of Payments Program BASIC (FEB 2024)

252.225-7002 Qualifying Country Sources as Subcontractors (MAR 2022)

252.225-7012 Preference for Certain Domestic Commodities (APR 2022)

52.216-1 Type of Contract (DEVIATION 2026-O0038) (FEB 2026)

52.216-22 Indefinite Quantity (DEVIATION 2026-O0038) (FEB 2026)

252.225-7048 Export-Controlled Items (JUNE 2013)

52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020)

52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION 2026-O0038) (FEB 2026)

52.208-90 Government Supply Sources (DEVIATION 2026-O0038) (FEB 2026)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION 2026-O0038) (FEB 2026)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION 2026-O0038) (FEB 2026)

52.219-9 Small Business Subcontracting Plan (DEVIATION 2026-O0038) (FEB 2026)

52.219-16 Liquidated Damages-Subcontracting Plan (DEVIATION 2026-O0038) (FEB 2026)

52.222-3 Convict Labor (DEVIATION 2026-O0038) (FEB 2026)

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Part 12 Clauses (CONTINUED)

52.222-19 Child Labor-Cooperation with Authorities and Remedies (DEVIATION 2026-O0038) (FEB 2026)

52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION 2026-O0038) (FEB 2026)

52.222-37 Employment Reports on Veterans (DEVIATION 2026-O0038) (FEB 2026)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEVIATION 2026-O0038) (FEB 2026)

52.225-1 Buy American-Supplies (DEVIATION 2026-O0038) (FEB 2026)

52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (DEVIATION 2026-O0038) (FEB 2026)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 2026-O0038) (FEB 2026)

52.240-91 Security Prohibitions and Exclusions (DEVIATION 2026-O0038) (FEB 2026)

52.212-1, ADDENDUM, 52.212-2, ADDENDUM
52.212-1 Instructions to Offerors --Commercial Products and Commercial Services. (DEVIATION 2026-O0038) (FEB 2026)

As prescribed in 12.205(a)(1), insert a clause substantially as follows:

Instructions to Offerors --Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) Late submissions, modifications, revisions, and withdrawals of offers.

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Part 12 Clauses (CONTINUED)

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is “late” and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror’s initial offer should contain the Offeror’s best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed Offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

Addendum to 52.212-1

The following paragraphs of 52.212-1 are amended as indicated below:

1. **Paragraph (a)**, Submission of Offers.

b. Email and DIBBS are the acceptable forms of transmission for submission of initial proposals or revisions to proposals submitted in response to this solicitation. **E-mailed submissions should be sent to , Kasey McConnell-Rosinski, kasey.mcconnell-rosinski@dla.mil and Linda Saunders, linda.saunders@dla.mil.** Limit the file size of any individual email attachment to 5MB, and the total size of any email to 10MB. Multiple email submissions may be required. If submitting multiple emails as a proposal submission, label each email with a number (e.g., 1 of 8), accordingly. After transmitting an email submission, offerors should confirm receipt of all emails with the intended recipients. A notice with instructions to vendors has been posted to DIBBS. If submitting via DIBBS, guidance can be found at: DIBBS-Upload-Offer-User-Help.pdf (dla.mil)

c. Facsimile is not an acceptable form of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, email may be used during discussions/negotiations, if discussions/ negotiations are held, for proposal revisions, including Final Proposal Revisions.

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Part 12 Clauses (CONTINUED)

2. **Paragraph (b)**, Period for Acceptance of Offers, is revised as follows:

Period of acceptance is **180** calendar days from the date specified for receipt of offers (initial or revised, whichever is later).

3. **Paragraph (d)**, Contract Award, is revised as follows:

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest,and waive informalities and minor irregularities in offers received.

PROPOSAL SUBMISSION INFORMATION

A. Pricing

1. An offeror's price proposal shall consist of prices submitted for each of the items found in the Schedule of Items (Attachment 1). The Schedule of Items is a grouping of items expected to be ordered by the customers along with the estimated quantities. The items found in the Schedule of Items represent 100% of the estimated dollar value for that particular Group. Offerors are required to submit their Contract Unit Price for each item.

2. Formatting of Prices: Prices shall be formatted to no more than two places to the right of the decimal point, for example, $2.50. In the event that the offeror submits a price that exceeds this limitation, the price will be rounded up or down using standard rounding methods. For example, a price of $2.215 or higher will be rounded up to $2.22 and a price of $2.214 or lower will be rounded down to $2.21.

B. Schedule of Items: Pricing

1. The Schedule of Items in Attachment 1 represents 100% of the estimated dollar value of this procurement. Offerors must submit pricing for all items in the Schedule of Items. The unit prices of all items found in the Schedule of Items will be comparatively assessed to identify any unusually high or low priced items. This assessment includes, but is not limited to, comparison amongst offerors' prices as well as comparison against market report prices and internal Government databases that are applicable.

2. Estimated quantities for each Tier period (3 separate Tiers, consisting of one (24-months) and two (18-months) tier periods) are indicated next to each item and are for information and evaluation purposes only. The Offeror's proposed Contract Unit Prices found in the Schedule of Items will be multiplied by the estimated quantities by Tier in order to calculate the Offeror's overall aggregate total price, which will be compared against the other offerors in order to identify the lowest overall price proposal.

C. Contract Unit Prices

1. Prices must not extend more than two places to the right of the decimal point. Standard rounding methods must be observed. For example, a delivered price of $2.215 or higher must be rounded up to $2.22 and a price of $2.214 or lower must be rounded down to

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Part 12 Clauses (CONTINUED)

$2.21.

2. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest priced, technically acceptable, item that meets the Government's minimum requirements.

3. All items procured under the resultant contract are subject to all contractual clauses and regulations, including, but not limited to, DFARS 252.225-7012, Preference for Certain Domestic Commodities, and the requirement that items be procured from a sanitarily approved source. All invoices and quotes must contain sufficient information to clearly reflect compliance with solicitation/contract terms and conditions.

4. Offerors are required to submit a spreadsheet containing the following information (Attachment 1):

(a) Stock Number.

(b) Item Description: Government Item Description.

(c) Estimated Quantity: Quantity provided.

(d) Unit of Issue: Self-explanatory. Note: Unit of Issue must be the same as that identified in the Government's Schedule of Items.

(e) Total: Estimated Quantity multiplied by Contract Unit Price.

(f) Gov't Average Case Weight: Provided.

D. Instructions for Proposal Spreadsheet - Attachment 1

1. Please fill in the white boxes only for each Group. For example, Group 1: fill in Columns K, L, and M for CLIN #1-14. The spreadsheet will automatically calculate your aggregate total. All prices must be rounded to two places to the right of the decimal point using standard rounding methods (see paragraph A.2. above.) Columns N, M, and P fill in the prices for each Tier.

2. When preparing the spreadsheet, totals must appear in Columns Q for CLIN # 1-14 for Fluid Milk and Columns R, S, andT for CLIN # 15 -22 and "Total Aggregate" will appear in row 36 column Q for Group 1.

E. Proposal Submission: Each offeror must submit:

(i) a signed copy of the solicitation (and amendments, if applicable),

(ii) all solicitation attachments (including Attachment 1 with proposed prices),

(iii) signed financial arrangement information,

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Part 12 Clauses (CONTINUED)

No hard copy is required when submitting a proposal through email.

For email submissions, offerors are reminded to limit the file size of any required documents being emailed, i.e., signed copy of the solicitation, amendments, completed Attachment 1, financial arrangement letter, completed list of Places of Performance, third party warehouse audit results, invoices, etc. No individual document submitted should be greater that 5MB and no entire email should be larger 10 MB. Multiple emails are likely necessary. When submitting multiple emails as a proposal submission, label each email with a number (e.g., 1 of 8), accordingly. In addition, label each individual document according to submission requirement with which it corresponds.

(End of provision)

52.212-2 -- Evaluation -- Commercial Products and Commercial Services. (DEVIATION 2026-O0038) (FEB 2026)

As prescribed in 12.205(a)(2), insert a provision substantially as follows:

Evaluation --Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)

This provision is incorporated by reference.

(a) Options are not included in this solicitation.

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

52.212-4 (FEB 2026) ADDENDUM
52.212-4 Terms and Conditions --Commercial Products and Commercial Services.

As prescribed in 12.205(b)(3), insert the following clause:

Terms and Conditions --Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/ replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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Part 12 Clauses (CONTINUED)

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall --

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment* --

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the --

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

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Part 12 Clauses (CONTINUED)

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if -

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon --

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can

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Part 12 Clauses (CONTINUED)

demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing

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Part 12 Clauses (CONTINUED)

in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause 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.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Addendum to 52.212-4 - Contract Terms and Conditions - Commercial Items.

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (b), Inspection/Acceptance, is revised to add the following:

"Inspection and acceptance of products will be performed at destination. The authorized Government receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized Government receiving official.

2. Paragraph (d), Changes, is deleted in its entirety and replaced with the following:

(d) Changes.

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Part 12 Clauses (CONTINUED)

(1) In addition to bilateral changes, the Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

(i) Method of shipment or packing;

(ii) Place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

3. Paragraph (m), Termination for Cause.

Delete paragraph (m) in its entirety and substitute the following:

(m) *Termination for Cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of $1350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

As prescribed in 16.506(b), insert a clause substantially the same as follows:
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **100.00** [insert dollar figure or quantity], 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 **7099.76** [insert dollar figure or quantity];
(2) Any order for a combination of items in excess of **7099.76** [insert dollar figure or quantity]; or

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Part 12 Clauses (CONTINUED)

(3) A series of orders from the same ordering office within **2** days that together call for quantities exceeding the limitation in paragraph (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 **2** 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)

CLAUSES ADDED TO PART 12 BY ADDENDUM

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

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) DFARS

52.204-13 SYSTEM FOR AWARD MANAGEMENT -- MAINTENANCE (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

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

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) DFARS

L02 ELECTRONIC ORDER TRANSMISSION (JUN 2020)

Offerors shall select one of the following alternatives for paperless order transmission:
[ ] American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services; or
[ ] Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.
Offerors must register on the DLA Internet Bid Board System (DIBBS) (https://www.dibbs.bsm.dla.mil/) to receive email notification. If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the contractor receives the award transaction set on a weekend or Federal holiday, the contractor shall acknowledge receipt on the next business day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.
Offerors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp).
Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:
DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil
DLA Troop Support, dlaedigroup@dla.mil
DLA Aviation, avnprocsysproceddiv@dla.mil, phone # 804-279-4026

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

C04 UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2021)

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.

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Part 12 Clauses (CONTINUED)

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes [ ] No [ ]
The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes [ ] No [ ]
The material conforms to the revision letter/number, if any is cited. Yes [ ] No [ ] Unknown [ ]
If No, the revision does not affect form, fit, function, or interface. Yes[ ] No [ ] Unknown [ ]
The material was manufactured by:
(Name):
(Address):
(2) The offeror currently possesses the material: Yes [ ] No [ ]
If yes, the offeror purchased the material from a Government selling agency or other source. Yes [ ] No [ ]
If yes, complete the following:
Government Selling Agency:
Contract Number:
Contract Date: (Month, Year):
Other Source:
Address:
Date Acquired: (Month/Year):
(3) The material has been altered or modified. Yes [ ] No [ ]
If Yes, complete the following:
Name of the company that performed the alternation or modification
Address:
Complete description of the alternations or modifications:
(4) The material has been reconditioned. Yes [ ] No [ ]
If Yes, complete the following:
(i) The price offered includes the cost of reconditioning/refurbishment. Yes [ ] No [ ]
(ii) Name of the company that reconditioned that material
(iii) Description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.
The material contains cure-dated components. Yes [ ] No [ ]
If Yes, complete the following:
(i)The price includes replacement of cure-dated components. Yes [ ] No [ ]
(ii) Cure date:
(5) The material has data plates attached. Yes [ ] No [ ]
If Yes, insert all information contained on the data plate:
(6)The offered material is in its original package. Yes [ ] No [ ]
If Yes, complete the following:
Contract Number:
NSN:
CAGE Code:
Part Number:
Other Markings/Data:
(7)The offeror has supplied this same material (National Stock Number) to the Government before. Yes [ ] No [ ]
If Yes, complete the following:
(i) The material being offered is from the same original Government contract number as that provided previously. Yes [ ] No [ ]
(ii) State below the Government Agency and contract number under which the material was previously provided:
Agency:
Contract Number:
(8)The material is manufactured in accordance with a specification or drawing. Yes [ ] No [ ]
If Yes, complete the following:
(i) The specification/drawing is in the possession of the offeror. Yes [ ] No [ ]
(ii) The offeror has stated the applicable information below: Yes [ ] No [ ]
Specification/Drawing Number:
Revision: (if any):
Date:
(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes [ ] No [ ]
If Yes, complete the following:
(i) Material has been re-preserved. Yes [ ] No [ ]
(ii) Material has been repackaged. Yes [ ] No [ ]
(iii) Percentage of material that has been inspected is **%**; and/or
(iv) Number of items inspected is
(v) A written report was prepared. Yes [ ] No [ ]
The offeror agrees that in the event of award and notwithstanding the provisions of the solicitation.
(i) Inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

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Part 12 Clauses (CONTINUED)

The offeror will forward to the contracting officer one of the following, within 24 hours of request by the contracting officer to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies):
[ ] For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.
[ ] For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.
[ ] When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (6) of this procurement note. Yes [ ] No [ ] .)
[ ] When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe:
This procurement note only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items.
If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted. In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)

52.216-18
52.216-18 Ordering

As prescribed in 16.506(a), insert the following clause:

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from *September 19, 2026* through September 20, 2031.

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

(c) A delivery order or task order is considered "issued" when --

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either --

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

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Part 12 Clauses (CONTINUED)

52.216-22 FEB 2026

52.216-22 Indefinite Quantity (DEVIATION 2026-O0038) (FEB 2026)

(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 ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 26, 2031.

(End of clause)

***Alternate I* DEVIATION 2026-O0038) (FEB 2026).** As prescribed in 16.505(e)(1), add a paragraph (e) substantially the same as the following to the basic clause:
(e) Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If either party makes such notification, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.
***Alternate II* (DEVIATION 2026-O0038) (FEB 2026).** As prescribed in 16.505(e)(2), add paragraphs (e) and (f) substantially the same as the following to the basic clause:
(e) The Government may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the contractor receives the notice of cancellation. No further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.
(f) The Contractor may request to cancel this contract by submitting a written cancellation request to the contracting officer. The cancellation will take effect 30 calendar days after the Government receives the cancellation request, unless the contracting officer informs the contractor, before cancellation is effective, that cancellation is not approved. A contractor who requests cancellation is not eligible for the minimum guarantee. If cancelled, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 19.110(b), insert the following provision:

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Part 12 Clauses (CONTINUED)

(a) Evaluation preference.
(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
(ii) Otherwise successful offers from small business concerns.
(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.
Offeror chooses to waive the evaluation preference.
(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-50 COMBATING TRAFFICKING IN PERSONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.223-23 SUSTAINABLE PRODUCTS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (FEB 2024) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM, ALT II (FEB 2024) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

Standard Element ZB_225_7006 has no Title

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) DFARS

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS

252.225-7013 DUTY-FREE ENTRY (OCT 2025) DFARS

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) DFARS

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024) DFARS

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023) DFARS

(a) Definitions. As used in this clause—

"Forced labor" means any work or service that is exacted from any person under the menace of any penalty for its nonperformance and that the worker does not offer to perform (10 U.S.C. 2496).

"XUAR" means the Xinjiang Uyghur Autonomous Region of the People's Republic of China (10 U.S.C. 2496).

(b) Prohibition. In accordance with 10 U.S.C. 4661, none of the funds appropriated or otherwise made available for DoD may be used to knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR.The Contractor shall make a good faith effort to determine that forced labor from XUAR will not be used in the performance of this contract (section 855, Pub. L. 117-263).

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in subcontracts including subcontracts for commercial products, commercial services, and commercially available off-the-shelf items.

(End of clause)

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Part 12 Clauses (CONTINUED)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023) DFARS

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

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) FAR

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) FAR

52.232-17 INTEREST (MAY 2014) FAR

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (PRE-FILLED) (JAN 2023) DFARS

As prescribed in 232.7004 (b), use the following clause:
(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 System (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.
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

Invoice (stand-alone) and Receiving Report (stand-alone) or Invoice and Receiving Report (combination)

(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.

(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 financing, submit a commercial 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	Guidance
Pay Official DoDAAC	See Block 12 (SF26), 15 (DD 1155), or 18a (SF1449)	(If blank, see resulting award)

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Part 12 Clauses (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
Issue By DoDAAC	See Block 5 (SF26), 6 (DD 1155), or 9 (SF1449)	(If blank, see resulting award)
Admin DoDAAC	See Block 6 (SF26), 7 (DD 1155), or 16 (SF1449)	(If blank, see resulting award)
Inspect By DoDAAC	SEE SECTION B	(If blank, see resulting award)
Ship To Code	SEE SECTION B	(If blank, see resulting award)
Ship From Code	SEE SECTION B	(If blank, see resulting award)
Mark For Code	SEE SECTION B	(If blank, see resulting award)
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* 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.

See administer listed on page 1

(*Contracting Officer: Insert applicable information or “Not applicable.”*)
(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Clause)

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS, ALT I (DEVIATION 2026-O0038) (FEB 2026) FAR

Alternate I As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) *Governmentwide exclusion and removal orders*.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [*Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders*:]

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Part 12 Clauses (CONTINUED)

Yes [] No [] DHS FASCSA Order

Yes [] No [] DoD FASCSA Order

Yes [] No [] DNI FASCSA Order

Standard Element ZB_240_7998 has no Title

Standard Element ZB_240_7999 has no Title

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2022) DFARS

As prescribed in 243.205-71 , use the following clause:
(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.
(b) In accordance with 10 U.S.C. 3862(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:
I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)
(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including -
(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.
(d) The certification requirement in paragraph (b) of this clause does not apply to -
(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
(2) Final adjustment under an incentive provision of the contract.

(End of clause)

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

252.244-7999 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0015) (FEB 2026) DFARS

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) DFARS

252.246-7008 SOURCES OF ELECTRONIC PARTS (JAN 2023) DFARS

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

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

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Part 12 Clauses (CONTINUED)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in 52.107(b), insert the following clause:
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):
FAR: https://www.acquisition.gov/?q=browsefar
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of clause)

52.253-1 FEB 2026

52.253-1 Computer Generated Forms (DEVIATION 2026-O0038) (FEB 2026)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR

Attachments

List of Attachments

Description	File Name
ATTACH_Attachment_1__Schedule_of_Items__SOI_	Attachment 1 - Schedule of Items (SOI).xlsx
ATTACH_Attachment_2__Customer_List	Attachment 2 - Customer List.xlsx
ATTACH_Attachment_3__ReconVendorEDIGuide	Attachment 3-ReconVendorEDIGuide.pdf
ATTACH_Attachment_4__Request_for_New_Item	Attachment 4 Request for New Item Fillable.pdf

PID Data - Custom Clause

Header
C1

Part 12 Provisions

PROVISIONS ADDED TO PART 12 BY ADDENDUM

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Part 12 Provisions (CONTINUED)

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023) DFARS

52.204-7 SYSTEM FOR AWARD MANAGEMENT -- REGISTRATION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.108-6(a), insert the following provision:
(a) *Definitions*. As used in this clause --
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned --
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
(c) *Representation*. The Offeror represents that-
(1) It [**]** is, [**]** is not an inverted domestic corporation; and
(2) It [**]** is, [**]** is not a subsidiary of an inverted domestic corporation.

(End of provision)

M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)

H18 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS (FEB 2025)

52.215-6 PLACE OF PERFORMANCE (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 15.110(f), insert the following provision:

Place of Performance (Deviation Date)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City, State, County, ZIP Code)
_____ _____
_____
_____

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____
_____
_____

(End of Provision)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST AND PRICING DATA, ALT I (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2026-O0038) (FEB 2026), ALT II (OCT 1997) FAR

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2026-O0038) (FEB 2026), ALT III (OCT 1997) FAR

Alternate III. As prescribed in 15.110(t)(3), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format, e.g.,electronic spreadsheet format, electronic mail, etc.]

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Part 12 Provisions (CONTINUED)

L09 REVERSE AUCTION (OCT 2016)

52.216-1 TYPE OF CONTRACT (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 16.105 , complete and insert the following provision:
The Government contemplates award of a **Fixed Price, with EPA, Indefinite Quantity Contract (IQC)** contract resulting from this solicitation.
(End of provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS —NOTICE AND REPRESENTATION (JUN 2020) FAR

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means --

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if --

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at *www.irs.gov/w14.* Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that --

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that --I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then --

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions.*

(End of provision)

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023) FAR

252.225-7000 BUY AMERICAN -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEB 2024) DFARS

Basic. As prescribed in 225.601(1), use the following provision:
(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “component,” “critical component,” “critical item,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program --Basic clause of this solicitation.
(b) Evaluation. The Government --
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments

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Part 12 Provisions (CONTINUED)

Program.
(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the Offeror certifies that --
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and
(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
	&ZF_225_7000_081&	

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).
Domestic end products containing a critical component or a critical item: Line Item Number _[List as necessary]

(End of provision)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION–REPRESENTATION (JUN 2023) DFARS

(a) Definitions. "Forced labor" and "XUAR", as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) Representation. By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

L06 AGENCY PROTESTS (DEC 2016)

5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020) DLAD

(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 Federal Acquisition Regulation (FAR) clause 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 with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

[ ] Alternate wording may be negotiated with the contracting officer.

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 40.205(a), insert the following provision:
(a) *Definitions.* As used in this provision- --

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Part 12 Provisions (CONTINUED)

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means --
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology --
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit) --
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer --
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://

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Part 12 Provisions (CONTINUED)

www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if --
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in 52.107(a), insert the following provision:
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://www.acquisition.gov/?q=browsefar
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of provision)

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) DFARS

252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES---REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions as contained in section 8116, division C, title VIII, of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260).
(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.
(b) *Representation*. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)