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

1. REQUISITION NUMBER: 7017512423

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SP3300-26-Q-0227

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Thomas Semones PNNAB58

b. TELEPHONE NUMBER (*No Collect calls*): Phone: 614-693-5337

8. OFFER DUE DATE/ LOCAL TIME: 2026 AUG 13 12:00 PM

9. ISSUED BY — CODE SP3300

DLA DISTRIBUTION
ACQUISITION OPERATIONS (J7)
5430 MIFFLIN AVENUE SUITE 3102A
NEW CUMBERLAND PA 17070-5002
USA

10. THIS ACQUISITION IS
- [x] UNRESTRICTED OR
- [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8 (A)

NAICS: 811310

SIZE STANDARD:

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [x] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [x] 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 _____ 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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

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

INTRODUCTION:

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with FAR Part 12 for preventive maintenance services for five (5) wing trucks and one (1) semi-tractor truck at DLA Distribution Yokosuka, Japan. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued.

POINT OF CONTACT:

Acquisition Specialist Name: Tom Semones
Acquisition Specialist Email Address: Thomas.semones@dla.mil
KO Name: Erik J. Smith
KO Address: 5430 Mifflin Avenue, New Cumberland, PA 17070
KO Email Address: erik.smith@dla.mil

SECTION 1: NOTICE TO QUOTERS

1. Solicitation number SP3300-26-Q-0227 is issued as a Request for Quotation (RFQ), to preventive maintenance services on wing and semi trucks at DLA Distribution Yokosuka, Japan.

2. This acquisition is being solicited as a Full and Open Competition. The NAICS code is 811310 and the size standard is $12.5M. The Product or Service Code is J023.

3. Closing date and time for questions: 12:00PM EST on August 7, 2026

SECTION 2: SCHEDULE OF SUPPLIES OR SERVICES AND PRICES

1. See Attachment 2 - Schedule of Supplies or Services and Prices

2. Quoters shall quote a Firm-Fixed Unit Price for the CLIN

SECTION 3: DESCRIPTION/PWS

See Attachment 1 – Statement of Work

SECTION 4: PACKAGING

There are no special packaging requirements for this requirement

SECTION 5: INSPECTION/ACCEPTANCE

There are no inspection/acceptance requirements for this requirement

SECTION 6: DELIVERY/PERIOD OF PERFORMANCE/ORDERING PERIOD

1. Delivery Destination: DLA Distribution Yokosuka, Japan

2. Period of Performance: One (1) year after award

SECTION 7: CONTRACT ADMINISTRATION DATA

1. Invoicing And Payment: Invoicing and Payment will be made via Wide Area Work Flow. See DFARS Clause 252.232-7006.

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

SECTION 8: SPECIAL CONTRACT REQUIREMENTS

Mark Contract Number on all Correspondence: Contractor must mark the contract or purchase order number on all paperwork. Failure to follow these instructions will hold up payment to you.

CONTINUED ON NEXT PAGE

SUPPLIES/SERVICES: J023-V00007084

ITEM DESCRIPTION:

See Attached Statement of Work.

DLA issues this document using the DoD authorized unit of issue, please refer to the following URL to determine the corresponding ANSI X12 unit of issue.

https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FDLMS%2FeApplications%2FLogDataAdmin%2FUnit_of_Issue_and_Purchase_Unit.xlsx&wdOrigin=BROWSELINK

DLA issues this document using the DoD authorized unit of issue, please refer to the following URL to determine the corresponding ANSI X12 unit of issue.

https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FDLMS%2FeApplications%2FLogDataAdmin%2FUnit_of_Issue_and_Purchase_Unit.xlsx&wdOrigin=BROWSELINK

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	J023-V00007084 Grd Effect Vhs, Mtr Vhs, Trailers ,Cycles	40,000.000	MO	$ _____	$ _____

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

See Attached Statement of Work.

SB3112

DLA DISTRIBUTION YOKOSUKA JAPAN
PSC 473 BOX 11
FPO AP 96349-0011
US

SB3112

DDYJ RECEIVING OFFICER MF BOSS SUP
FLT ACT YOKOSUKA BLDG 5010
HONCHO 1-CHOME YOKOSUKA-SHI
KANAGAWA 238-0041
JP

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	7017512423	0001	N/A	N/A	N/A	07/15/2026

* * * *

Part 12 Clauses

CLAUSES

Addenda to FAR 52.212-4 Terms and Conditions --Commercial Products and Commercial Services (DEVIATION) (CD 2026-O00028) (DEC 2025)

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
FAR 52.204-13 System for Award Management --Maintenance
FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations
FAR 52.222-3 Convict Labor
FAR 52.222-19 Child Labor --Cooperation with Authorities and Remedies
FAR 52.222-36 Equal Opportunity for Workers with Disabilities
FAR 52.222-41 Service Contract Labor Standards
FAR 52.222-42 Statement of Equivalent rates for Federal Hires
FAR 52.222-50 Combating Trafficking in Persons
FAR 52.222-55 Minimum Wages FOR Contractor Workers Under Executive Order 14026
FAR 52.222-62 Paid Sick Leave Under Executive Order 13706
FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR 52.232-1 Payments
FAR 52.232-8 Discounts for Prompt Payment
FAR 52.232-11 Extras
FAR 52.232-23 Assignment of Claims
FAR 52.232-33 Payment by Electronic Funds Transfer --System for Award Management
FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
FAR 52.233-3 Protest After Award
FAR 52.233-4 Applicable Law for Breach of Contract Claim
FAR 52.240-91 Security Prohibitions and Exclusions
FAR 52.244-6 Subcontracts for Commercial Products or Commercial Services
FAR 52.247-34 F.o.b Destination

DFARS 252.201-7000 Contracting Officer's Representative (CD 2026-O0002)
DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials
DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013, Rev 1)
DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirement
DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements
DFARS 252.223-7008 Prohibition of Hexavalent Chromium
DFARS 252.225-7001 Buy American and Balance of Payments Program
DFARS 252.225-7012 Preference for Certain Domestic Commodities
DFARS 252.225-7036 Buy American --Free Trade Agreements --Balance of Payments Program
DFARS 252.225-7048 Export-Controlled Items
DFARS 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime
DFARS 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports
DFARS 252.232-7010 Levies on Contract Payments

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Part 12 Clauses (CONTINUED)

DFARS 252.243-7001 Pricing of Contract Modifications
DFARS 252.244-7000 Subcontracts for Commercial Products and Commercial Services
DFARS 252.247-7023 Transportation of Supplies by Sea

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

This notice incorporates provisions and clauses in effect under:

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

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

(End of Clause)

DFARS 252.232-7006 Wide Area Workflow Payment Instructions (JAN 2023)

(a) Definitions. As used in this clause --
"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
(1) Document type. The Contractor shall submit payment requests using the following document type(s):
(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

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Part 12 Clauses (CONTINUED)

(ii) For fixed price line items --

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

____**N/A**_____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

_____**Invoice 2in1**_____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Field Name in WAWF -- Data to be entered in WAWF
Pay Official DoDAAC -- SL4701
Issue By DoDAAC -- SP3300
Admin DoDAAC -- SP3300**
Inspect By DoDAAC -- N/A
Ship To Code - N/A
Ship From Code -- N/A
Mark For Code -- N/A
Service Approver (DoDAAC) -- N/A
Service Acceptor (DoDAAC) - SB3112
Accept at Other DoDAAC -- N/A
LPO DoDAAC -- N/A
DCAA Auditor DoDAAC -- N/A
Other DoDAAC(s) -- N/A

(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

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Part 12 Clauses (CONTINUED)

activity's WAWF point of contact. **Thomas.semones@dla.mil.**

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Clause)

DLAD PROCUREMENT NOTES

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

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

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

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

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

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, if available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

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

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

(End of Procurement Note)

C14 Correction of Nonconforming Packaging or Marking (MAY 2020)

(1) The Government may correct nonconforming packaging or marking for receipts of DLA- owned materiel if the estimated costs of correction are $1,000 or less. The contracting officer will advise the contractor of the

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Part 12 Clauses (CONTINUED)

discrepancy and that the Government has corrected the packaging or marking. The contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

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

(End of Procurement Note)

L06 Agency Protests (DEC 2016)

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

(End of Text)

SECTION 10: DOCUMENTS, EXHIBITS, AND ATTACHMENTS

1. Attachment 1 - Performance Work Statement
2. Attachment 2 - Schedule of Supplies or Services and Prices

SECTION 11: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF QUOTERS OR OFFERORS

Not Applicable

SECTION 12: PROVISIONS

FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
FAR 52.204-7 System for Award Management --Registration
FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations --Representation
FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications

DFARS 252.203-7005 Representation Relating to Compensation of Former DoD Officials
DFARS 252.204-7024 Notice on the Use of the Supplier Performance Risk System
DFARS 252.225-7000 Buy American --Balance of Payments Program Certificate

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Part 12 Clauses (CONTINUED)

DFARS 252.225-7035 Buy American --Free Trade Agreements --Balance of Payments Program Certificate
DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime
DFARS 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region --Representation

FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a **single Firm Fixed Price purchase order** resulting from this solicitation.

(End of Provision)

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from DLA Distribution J7 Acquisition Operations, Attn. Erik Smith, Contracting Officer, 5430 Mifflin Ave, New Cumberland, PA 17070-5008.

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

(End of Provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR - https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part12
DFARS - https://www.acq.osd.mil/dpap/dars/dfarspgi/current/
DLAD - https://www.dla.mil/HQ/Acquisition/Policy-and-Directives/

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Part 12 Clauses (CONTINUED)

(End of Provision)

DLAD 5452.233-9001 Disputes - Agreement to Use Alternative Dispute Resolution (ADR) (JUN 2020)

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

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

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

(End of Provision)

SECTION 13: INSTRUCTIONS TO QUOTERS

Far 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (DEVIATION) (CD 2026-O00028)

ADDENDA TO FAR 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (DEVIATION) (CD 2026-O00028)

Reference paragraph (c) under referenced provision FAR 52.212-1. This paragraph is tailored to read as follows:

(c) Period of acceptance of quotes. The quoter agrees to hold the prices in its offer firm for **60 calendar days** from the date specified for receipt of quotes.

GENERAL

1. All quotes must be received electronically via email at: Thomas.semones@dla.mil, **Subject: SP3300-26-Q-0227 Quotation - "Quoter's Company Name."** Quotations must be received by **12:00 PM Eastern Standard Time on August 13, 2026** to be considered for award.

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Part 12 Clauses (CONTINUED)

2. Facsimile and hard copy quote submissions will not be accepted or evaluated.

3. Quotes shall be prepared in the English language.

4. Quotes shall include all required documentation as listed below. The submission of a quote that does not contain all items requested below may result in elimination from consideration for award. The instructions contained herein are to serve as a guide in preparation of quotes; however, they are not intended to be all inclusive. The instructions generally describe the type and extent of information which should be provided in the quote. The quoter is expected to completely examine and analyze all aspects of **the technical, past performance, and price areas** to be addressed, and to include information in the quote which will enable the evaluators to determine the quoter's understanding of the requirements in each of the above areas.

5. Quotes must have the Controlled Unclassified Information (CUI) incorporated markings appropriate pages on each quote file.

(a) Excel Schedule of Supplies - Template includes header and footer with blank controlled block to be filled in by quoter.

(b) All other documents marked with appropriate CUI markings as follows:

- Header on all pages: 1st Line of Header: "CUI"

- 1st page only, bottom right corner (above footer):

Controlled by: **Quoter's Name**

CUI Category: **SSEL**

Distribution/Dissemination Controls: **FED ONLY**

POC: **To be completed by Quoter**

- Footer (at very bottom) on all pages stating "CUI"

6. Quotes must include the following items:

TECHNICAL CAPABILITY

The quoter must include descriptive literature or other documentation that demonstrates the quoter's services meets the requirements of the performance work statement **(See Section 3: Description/PWS)**.

PAST PERFORMANCE

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

The quoter shall provide information on its past performance record. If the quoter has no recent, relevant history in the Contractor Performance Assessment Reporting System (CPARS) application, Electronic Subcontract Reporting System (eSRS), or other databases, the quoter may submit up to three (3) recent (within three years), relevant (similar in scope, magnitude and complexity as outlined in the PWS) references to be evaluated. The references may be government or commercial contracts/projects and should include a point of contact, contract number, dollar value, and project information. If a quoter has no recent/relevant past performance, they shall provide the following statement in lieu of the information requested: "(Insert quoter name) has determined they possess no recent, relevant past performance in accordance with the RFQ."

PRICING AND ADMINISTRATIVE

a. The Price Quote shall be submitted in accordance with the Schedule of Supplies CLIN structure (**See Attachment 2 - Schedule of Supplies or Services and Prices**) contained in **Section 2 - Schedule of Supplies or Services and Prices** of the solicitation. **The quoter shall enter a Unit Price for the CLINs**.

b. Representations and Certifications: Quoter's are required to include a completed copy of the FAR provision 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (DEVIATION) (CD 2025-O0003) (MAR 2025) with its quote or may indicate completion of the representations and certifications on the internet at http://www.sam.gov. Quoters are required to include a completed copy of FAR provision 52.219-1 Small Business Program Representations with their quote submission if not in SAM Representations and Certifications. Failure to include the certifications along with the quotation or to complete the certifications on the internet may result in elimination from consideration for award.

c. Solicitation Number

d. Signed acknowledgements of amendments (applicable only if any amendments are issued against this solicitation)

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

File Title	Page Limitations
I Technical Capability	None
II Past Performance	None
III Attachment 2	None

(End of Provision)

SECTION 14: EVALUATION

Addenda to FAR 52.212-2 Evaluation - Commercial Products and Commercial Services (DEVIATION) (CD

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

2026-O00028)

1. The Government intends to award one (1) contract to the acceptable quoter with the lowest evaluated price which is deemed responsible in accordance with the FAR, and which has submitted a quote conforming to the solicitation requirements. The requirements include all stated terms, conditions, and all other requirements of this solicitation. The Government intends to make an award based on the initial quotes received; therefore, the initial quote should contain the quoter's best terms from a price and technical standpoint. Quoters must be determined to be responsible according to the standards of FAR Subpart 9 to be eligible for award.
2. Failure to provide a complete, detailed, realistic, and reasonable quote may reflect a lack of understanding of the requirements and may result in a determination that the quoter's quote is unacceptable. The Government does not assume a duty to search for clarification data to cure problems or inconsistencies with a quoter's quote.
3. The award decision process is being conducted under FAR Part 12, wherein the Contracting Officer is permitted to engage in communications with individual contractors about their quotes without being subject to the policies and procedures of FAR Part 15, and without engaging in "discussions" or "negotiations" under FAR Part 15.
4. Although the Government intends to award a Purchase Order resulting from this solicitation, the Government reserves the right to reject any and all quotes received and not award any item or items from this solicitation.
5. Technical Capability and Past Performance will be evaluated on an acceptable or unacceptable basis.

TECHNICAL CAPABILITY

The Government will evaluate the vendors Technical Capability to determine acceptability of the quote in response to this solicitation.

To be considered technically acceptable:

- The Quoter's services must meet the requirements in **Attachment 1 - Statement of Work** and this solicitation.

PAST PERFORMANCE

To be considered acceptable:

1. The quoter will be evaluated on their past performance record and any other relevant information obtained from available sources which may include CPARS, eSRS, Responsibility/Qualification reports in SAM, other databases, as well as interviews with POC references, Program Managers/Customers, Contracting Officers, or Contracting Officer Representatives (CORs), data submitted by the Quoter as part of the Past Performance file, and any other information available to determine the quality and relevance of the quoter's past performance.
2. The Government shall determine how well the quoter performed on the recent (within 3 years of solicitation issuance) and relevant (similar in scope, magnitude, complexity) contracts. The Government will assign an acceptable/unacceptable rating as to the quoter's ability to perform on the required effort based upon the recent and relevant past performance record considering the information available regarding quality of performance.
3. In the case of a quoter without a record or references of recent and relevant past performance, or for whom information on past performance is not available, or so sparse that no meaningful past performance rating can be reasonably assigned, the quoter may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv), Past Performance Evaluation). Therefore, the quoter shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”
4. Should the Government discover adverse past performance information to which the quoter had not had a prior opportunity to respond, the Contracting Officer will conduct communications if deemed appropriate.

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Part 12 Clauses (CONTINUED)

PRICE AND ADMINISTRATIVE

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

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

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

(End of Provision)

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

CLAUSES ADDED TO PART 12 BY ADDENDUM

Attachments

List of Attachments

Description	File Name
ATTACH_1_Performance_Work_Statement	Attachment 1 - Performance Work Statement.docx
ATTACH_2_Schedule_of_Supplies_or_Services_and_Prices	Attachment 2 - Schedule of Supplies or Services and Prices.xlsx

Part 12 Provisions

PROVISIONS ADDED TO PART 12 BY ADDENDUM