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

1. REQUISITION NUMBER: See Schedule

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SP3300-26-Q-0241

6. SOLICITATION ISSUE DATE: 2026 AUG 7

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Adam Pennartz

b. TELEPHONE NUMBER *(No collect calls)*: Phone: 717-645-1028

8. OFFER DUE DATE/ LOCAL TIME: 2026 AUG 14

9. ISSUED BY — CODE SP3300

DLA DISTRIBUTION
ACQUISITION OPERATIONS (J7)
430 MIFFLIN AVENUE SUITE 3102A
NEW CUMBERLAND PA 17070-5008
USA

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100 % FOR:
- [x] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] EDWOSB
- [ ] 8 (A)

NAICS: 327390

SIZE STANDARD: 500 EMP

11. DELIVERY FOR 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

DLA DIST SAN JOAQUIN BASE SUPPLY
25600 S CHRISMAN RD BOSS
WHSE 29-5
TRACY CA 95304

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.
- [x] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA

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

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [x] 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 0000-00-00. 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

DEFENSE LOGISTICS AGENCY
DISTRIBUTION
5430 MIFFLIN AVENUE
NEW CUMBERLAND, PENNSYLVANIA 17070-5008

NOTICE TO VENDORS

Introduction:
This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) Part 12 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. This is a Combined Synopsis / Solicitation (CSS) and the CSS number is **SP330026Q0241.**

Point of Contact

Contract Specialist: Mr. Adam Pennartz
Adam.1.Pennartz@DLA.MIL

Contracting Officer: Mr. Rafael E. Dixon
E-mail: Rafael.Dixon@dla.mil

Notice to Quoters:

1. This Combined Synopsis / Solicitation (CSS) SP330026Q0241, is being issued to establish a **Firm, Fixed Price (FP) Contract, with Firm Fixed Price (FFP) delivery orders, for the following item: K-Rail Barriers for DLA Distribution San Joaquin.**

2. This CSS is being solicited as **100% Small Business Set Aside.** The North American Industry Classification System (NAICS) code for this project is **327390** and the size standard is **500 employees**. The Product or Service Code (PSC) for this acquisition is **5440.** A waiver to the nonmanufacturer rule does exist for NAICSS 327390; therefore, a small business concern may quote a large businesses product (reference clause FAR 52.219-6 Notice of Total Small Business Set-Aside).

   Quotes must be received electronically via email at: Adam.1.Pennartz@DLA.MIL
3. , Subject: SP3300-26-Q-0241 Quotation – "Quoter's Company Name". Quotations must be received by August 14, 2026, **5PM Eastern Time** to be considered for award.

   Questions regarding this solicitation shall be submitted by electronic mail to the Acquisition Specialist, via email to Adam Pennartz at Adam.1.Pennartz@DLA.MIL
4. , Subject: **SP330026Q0241** CSS Question. Question(s) must be received by August 11, 2026 **at 5:00 PM EDT**. Answers to questions will be posted to the SAM.GOV website via an amendment to the solicitation.

5. This effort will be awarded as a Firm, Fixed Price (FFP) contract and includes fixed quantities only. Payment will be for actual fixed quantity procured and delivered at the fixed price outlined in the contract. The Government intends to award one (1) contract as a result of this CSS and will be issued on a Standard Form (SF) 1449. This acquisition is **NOT** a Defense Priorities and Allocations System (DPAS) rated procurement.

6. This effort will result in a Single Award, Firm, Fixed Price (FFP) Contract for the following item: **K-Rail Barriers for DLA Distribution San Joaquin**

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

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

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/

This Combined Synopsis / Solicitation is being issued as a 100% small business set-aside under NAICS 327390 with a size standard of 500 employees. SP3300-26-Q-0241 is being issued to establish a Firm, Fixed Price contract. All material needs to match the specifications provided in the schedule of supplies. Any resulting award will be issued on a Standard Form (SF) 1449.

The required delivery is 90 days after receipt of order (DARO) or sooner. The Government is seeking to have delivery of all products as soon as possible.
FOB: Destination
Inspection / Acceptance: Destination

Schedule of Supplies (1 CLIN).

ALL UNIT PRICES MUST BE IN FULL CENTS (TWO DECIMAL PLACES ONLY).

ALL UNIT PRICES SHALL BE QUOTED AS FOB DESTINATION – FIRM-FIXED PRICE (FOB-FFP).

FOB-FFP pricing must include all costs of doing business in the unit price (i.e., all shipping, transaction fees, and other costs must be included in the unit price and not quoted separately or billed after delivery). The United States Government is tax exempt (use TAX ID# 31-144-8924 if required).

Are you able to set your own pricing YES ( ) NO ( )

Manufacture of Product Offered: _____

Delivery _____ Days ARO (After Receipt of Order). (Fastest Delivery Date as Possible Please).

ITEM 0001 – CONCRETE BARRIER, 10' TYPE K CONCRETE BARRIER, 10' TYPE K; SHALL BE MADE OF PRECAST CONCRETE; SHALL BE TEN FEET IN LENGTH; SHALL BE TWO FEET 8 INCHES HIGH MINIMUM; SHALL HAVE A TWO-FOOT WIDE BASE MINIMUM FOR STABILITY; SHALL BE PAINTED YELLOW OR ORANGE FOR HIGH-VISIBILITY; SHALL HAVE FORKLIFT POCKETS FOR MOVING/PLACEMENT; SHALL HAVE TWO IMBEDDED STEEL LOOPS ON EACH END FOR CONNECTION PIN; JENSEN BARRIER, 10# TYPE K, PART # BKBN10K OR EQUIVALENT

Unit Price $ _____ x 20 EA= _____ (Total Price)

Please fill in the Yellow Highlighted Unit Price ONLY in the chart below.

CLIN	QTY	U/O	UNIT PRICE	AMOUNT
0001	20	EA		
TOTAL				

Delivery:
SHIP TO FOR CLIN 0001:

DLA DIST SAN JOAQUIN BASE SUPPLY
25600 S CHRISMAN RD BOSS WHSE 29-5
TRACY CA 95304
US

Proof of Delivery: Acceptable Proof of Delivery documents include: Shipping Documentation, Materials Inspection and Receiving Report (DD250), Bill of Lading, Packing List, Tracking/Delivery Confirmation, or Invoice. To ensure prompt payment to your company, the Proof of Deliveries must include the following:

CONTRACT NUMBER
CLIN /MATERIAL NUMBER
SPECIFIC QUANTITY SHIPPED IN REFERENCE TO QUANTITY ORDERED
PRINTED NAME AND WRITTEN SIGNATURE OF A GOVERNMENT EMPLOYEE

SPECIAL INSTRUCTIONS:

Requirements For Pallets: Material must be shipped on serviceable, winged pallets in accordance with MD00100452, Revision C, dated 09/2016. Please reference the following link for more information:https://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/Palletization.aspx

The complete specification for winged pallets can be found in Part 9 of ANSI MH1. The pallet must be heat treated, certified, and stamped or branded with the appropriate certification markings in accordance with DOD Manual 4140.65. Please reference the DLA Master List of Technical and Quality Requirements for information at this link:
https://www.dla.mil/HQ/Acquisition/Offers/DLAD/TechnicalandQualityMLofRequirements/

Additional information can be found at: https://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/WoodPack.aspx

Failure to deliver supplies on pallets with these specifications will result in the Government not accepting the shipment when it arrives at destination. The offeror must quote shipment of supplies in accordance with this requirement.

Mark Contract Number on all Correspondence: Contractor must mark the contract or purchase order number on all paperwork and shipments. The order number must appear on the exterior of the shipment. Failure to follow these instructions will hold up payment to you and could result in the return of merchandise at your expense.

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

Company Name:	
Company Address:	
Telephone:	
Cage code:	
Point of Contact:	
Email:	

Clauses:

CONTRACT CLAUSES

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

FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements
FAR	52.204-9	Personal Identity Verification of Contractor Personnel
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
FAR	52.204-13	System for Award Management Maintenance
FAR	52.204-19	Incorporation by Reference of Representations and Certifications
FAR	52.204-91	Contractor Identification
FAR	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters
FAR	52.209-10	Prohibition on Contracting with Inverted Domestics Corporations
FAR	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns
FAR	52.219-6	Notice of Small Business Set-Aside
FAR	52.222-3	Convict Labor
FAR	52.222-19	Child Labor – Cooperation with Authorities and Remedies
FAR	52.222-35	Equal Opportunity for Veterans
FAR	52.222-36	Equal Opportunity for Workers with Disabilities
FAR	52.222-37	Employment Reports on Veterans
FAR	52.222-50	Combating Trafficking in Persons
FAR	52.222-90	Addressing DEI Discrimination by Federal Contractors
FAR	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
FAR	52.223-12	Maintenance
FAR	52.226-8	Encouraging Contractor Policies to Ban Text Messaging while Driving
FAR	52.229-12	Tax on Certain Foreign Procurements
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	52.247-34	F.O.B. Destination

FAR	52.240-91	Security Prohibitions and Exclusions
FAR	52.240-92	Security Requirements
FAR	52.240-93	Basic Safeguarding of Covered Contract Information Systems
FAR	52.244-6	Subcontracts for Commercial Products and Commercial Services
FAR	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
DFARS	252.203-7000	Requirements Relating to Compensation of Former DoD Officials
DFARS	252.203-7002	Requirement to Inform Employees of Whistleblower Rights
DFARS	252.203-7005	Representation Relating to Compensation of Former DoD Officials
DFARS	252.204-7003	Control of Government Personnel Work Product
DFARS	252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
DFARS	252.204-7009	Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information
DFARS	252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
DFARS	252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
DFARS	252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
DFARS	252.204-7024	Notice on the use of the Supplier Performance Risk System
DFARS	252.223-7008	Prohibition of Hexavalent Chromium
DFARS	252.223-7009	Prohibition of Procurement of Fluorinated Aqueous Film-Forming Foam Fire-Fighting Agent for Use on Military Installations
DFARS	252.225-7012	Preference for Certain Domestic Commodities
DFARS	252.225-7048	Export Controlled Items
DFARS	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports
DFARS	252.232-7010	Levies on Contract Payments
DFARS	252.243-7001	Pricing of Contract Modifications
DFARS	252.244-7000	Subcontracts for Commercial Items
DFARS	252.247-7023	Transportation of Supplies by Sea

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

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

FAR - https://www.acquisition.gov/browsefar

DFARS - https://www.acq.osd.mil/dpap/dars/dfarspgi/current

DLAD - http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of Clause)

DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions (Dec 2018)

(a) Definitions. As used in this clause—
"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(b) Electronic invoicing. The WAWF system provides the method to electronically
process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(c) WAWF access. To access WAWF, the Contractor shall—
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/
(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
(1) Document type. The Contractor shall submit payment requests using the following document type(s):
(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
(ii) For fixed price line items—
(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer. INVOICE
(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 ONLY**
(Contracting Officer: Insert either "INVOICE" 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.
(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	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	SB3200
Service Acceptor (DoDAAC)	SB3200
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

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

(End of clause)

SOLICITATION PROVISIONS
THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:

FAR	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
FAR	52.203-18	Prohibition on contracting with entities that require certain internal confidentiality agreements or statements representation
FAR	52.204-7	System for Award Management - Registration
FAR	52.204-7 with Alternate I	System for Award management – Registration with Alternate I

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	52.219-1 (Alt 1)	Small Business Program Representations--Alternate I
FAR	52.219-2	Equal Low Bids
FAR	52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
FAR	52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
FAR	52.223-4	Recovered Material Certification
FAR	52.226-3	Disaster or Emergency Area Representation
FAR	52.240-90	Security Prohibitions and Exclusions Representations and Certifications
DFARS	252.203-7005	Representation relating to compensation of former DOD officials
DFARS	252.204-7019	Notice of NIST 800-171 DoD Assessment Requirements
DFARS	252.219-7000	Advancing Small Business Growth
DFARS	252.225-7000	Buy American-Balance of Payments Program Certificate
DFARS	252.225-7020	Trade Agreements Certificate
DFARS	252.225-7031	Secondary Arab Boycott of Isreal
DFARS	252.225-7035	Buy American-Free Trade Agreements-Balance of Payments Program Certificate
DFARS	252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism
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

THE FOLLOWING PROVISIONS ARE INCORPORATED BY FULL TEXT:

FAR 52.216-1 Type of Contract (APR 1984)
The Government contemplates award of a single Firm Fixed-Priced (FFP) CLINS resulting from this solicitation.
(End of Provision)

FAR 52.233-2 Service of Protest (Deviation Date)

(a) Protests, as defined in section 33.102 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

DLA DISTRIBUTION
ACQUISTION OPERATIONS (J7)
ATTN: RAFAEL DIXON
CONTRACTING OFFICER
430 MIFFLIN AVE, SUITE 3102A
NEW CUMBERLAND, PA 17070-5008.

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

(End of Provision)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR - https://www.acquisition.gov/browsefar

DFARS - https://www.acq.osd.mil/dpap/dars/dfarspgi/current

DLAD - http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(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 alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

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

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

(End of Provision)

SECTION 1 INSTRUCTIONS TO OFFERORS

FAR 52.212-1 Instructions to Offerors -- Commercial Items and Commercial Services. (FEB 2026)

1.0 QUOTE PREPARATION AND SUBMISSION INSTRUCTIONS

1. All quotes must be received electronically via email at **Adam.1.Pennartz@dla.mil BY 5PM EST on August 14, 2026**. Facsimile and hard copy submissions of quotes will not be accepted. Failure to submit your response by this date and time may result in non-consideration of your quote.

2. **Quotes shall include all required documentation as listed below. Submission of a quote that does not contain all items requested below may result in elimination from consideration for award.** The quoter is expected to completely examine and analyze all aspects of the **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.

3. All Contractor personnel certifications and other documents containing Personally Identifiable Information (PII) shall be marked **CUI and "Personally Identifiable Information (PII) Safeguard IAW DoD Privacy Program and Privacy Act of 1974".**

4. Quotes shall include all required documentation as listed below. Submission of a quote that does not contain all items requested below may result in elimination from consideration for award.

5. **Quotes must have the following Controlled Unclassified Information (CUI) and Source Selection Sensitive references marked/incorporated into the appropriate pages on each quote file:**
   File Types other than Excel

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

6. Organization/Number of Copies/Page Limits. The quoter shall prepare the quote as set forth in the table below. The titles and contents and number of copies required for each file are defined in this table and the quoter shall submit the quote in the English language. Quotes shall be submitted as **TWO (2)** separate electronic files (e-files) as follows:

E-FILE	TITLE
II	PAST PERFORMANCE
III	PRICING

3.0 FILE II – Past Performance

1 File II - shall include the following:

The quoter may 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."

4.0 FILE III – Price Quote

4.1 File III price quotations may be submitted in contractor format and shall include:

a. Signed and dated quote/cover letter with the following information: Solicitation Number, Company name, address, Contractor point of contact, telephone number, e-mail address, Contractor DUNS Number, and the assigned Commercial and Government Entity (CAGE) Code from System for Award Management (SAM).

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

(End of Provision)

(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*.

(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)

Addenda to FAR 52.212-2 Evaluation - Commercial Products and Commercial Services (Deviation Date)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

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

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 Contractor Performance Assessment Reporting System (CPARS), Electronic Subcontract Reporting System (eSRS), Federal Awardee Performance and Integrity Information System (FAPIIS), 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 5 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.

PRICE AND ADMINISTRATIVE

1. If a quote has been determined acceptable under the non-price factor 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.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer 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.

(End of provision)

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