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

1. REQUISITION NUMBER: 1000234860

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPE302-26-Q-S005

6. SOLICITATION ISSUE DATE: 2026 JUN 16

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Sung Hak Choe PSPPSH2

b. TELEPHONE NUMBER (*No Collect calls*): Phone: 82-50-3355-36

8. OFFER DUE DATE/ LOCAL TIME: 2026 JUN 30 07:00 AM

9. ISSUED BY — CODE SPE302

DLA TROOP SUPPORT INDO-PACIFIC
1025 QUINCY AVE, SUITE 1000
JBPHH HI 96860-3520
USA

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

NAICS: 311999

SIZE STANDARD: 500

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] 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)*

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

- [x] 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	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

Part 12 Clauses

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 (DFAR) Part 212 and Revolutionary FAR Overhaul Part 12.201-1, Simplified procedures, for acquisition described at 12.001 (c).

In accordance with the Revolutionary FAR Overhaul (FRO), the clauses listed in Table 12-3 (Mandatory Clauses) and Table 12-4 (Required as Applicable) of the RFO Matrix are hereby incorporated by reference. Specifically, for this subsistence requirement, all standards for perishable supplies and sanitary conditions remain in full effect.

1.RFO Table 12-3 (Mandatory)

FAR 52.212-4 (Contract Term and Conditions - Commercial Products and Commercial Services) FAR52.222-50 (Combating Trafficking in Persons)

FAR 52.232-40 (Providing Accelerated Payments to Small Business Subcontractors)

2.RFO Table 12.4

FAR 52.225-13 (Restrictions on Certain Foreign Purchases)

FAR 52.222-26 (Equal Opportunity)

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Part 12 Clauses (CONTINUED)

BLANKET PURCHASE AGREEMENT (BPA)

STATEMENT OF WORK (SOW)

Schedule of Supplies

- Item List ……...…….……. Attachment 1

1. Description of Agreement

The Defense Logistics Agency (DLA) Troop Support Indo-Pacific intends to enter into a Firm-Fixed Priced 12-month Blanket Purchase Agreement(s) with the contractor(s) who can supply and deliver ice and paper items to the designated delivery locations of South Korea-wide. **The ordering period shall consist of 60 months, commencing on 1 August 2026 through 31 July 2031, for a total duration of five (5) years.**

2. Extent of Obligation

The Government is liable only for authorized purchases completed under this agreement. Delivery of any unauthorized products shall be at the supplier's sole risk and responsibility, which may result in non-payment or cancellation of this agreement.

The Contracting Officer must provide the contractor with a 15-day prior written notice before canceling this BPA.

3. Pricing

The supplier warrants that prices set forth for each item are as low as, or lower than, those charged his most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payments.

a. Prices shall be Firm-Fixed Price for a 12-month ordering period.

b. All Prices shall be Free-on-Board (FOB) Destination only.

c. The Government reserves the right to add or remove any item(s) from the Schedule of Items provided.

d. The Government reserves the right to request pricing for the addition of new item(s) to the BPA Catalog after it is awarded, if the Contracting Officer can determine each additional items price to be fair and reasonable.

e. In order to accommodate the Government's ordering system, Subsistence Total Order and Receipt Electronic System (STORES), unit prices are limited to a maximum of two (2) places after the decimal point.

4. Purchase Limitation

Individual purchases for subsistence items shall not exceed $200,000 per STORES order, unless by exception as listed in DFARS 225.7002-2 and with the written approval of the Contracting Officer. Acquisitions of ice and paper items by or for activities located outside the United States for personnel of those activities are not subject to

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Part 12 Clauses (CONTINUED)

the $200,000 per STORES order threshold. The Food Service Ordering Officer (FSO) or ordering customer shall not place any single order exceeding $200,000, unless by exception.

5. Individuals Authorized to Place Orders

a. Customers shall place their orders to accommodate four (4) business days (ICE) and seven (7) business days (Paper Items) from the time the order is placed. For example, an order placed on 1 January 2026 would have a required delivery date of 6 January 2026. Orders may be placed with a longer lead-time; however, the minimum lead-time is four (4) business days (ICE) and seven (7) business days (Paper Items).

b. Minimum order requirement per each STORES order issued under the resultant contract is:

ICE

- Area III CP Humphreys:
- Area I North CP Casey:
- Area IV CP Henry:

PAPER ITEMS:

- Area III CP Humphreys:
- Area I North CP Casey:
- Area IV CP Henry:

c. If the customer needs to add an item or items to the existing order before the actual Required Delivery Date (RDD), the customer or DLA-Troop Support Indo Pacific Representative must generate/drop a new order in STORES following the procedures mentioned above. The minimum order amount for each order minimum orders per a STORES order(s) will not apply.

d. If there is a revision to the initial RDD, notify the vendor at least one (1) business day prior to delivery. The customer must send an email to the vendor: 1) for order(s) placed in STORES and cancelation of an order (s) in STORES, and 2) for order(s) place after the vendor's official business hour.

e. If orders are placed in excess of $10,000, the vendor must request approval to fulfill the order from the contracting officer prior to fulfilling the order.

f. All orders need to be inputted/received through Electronic Data Interchange (EDI) format; STORES.

6. Emergency Orders. All emergency order(s) will be submitted to the Contracting Officer first for approval. The Vendor shall not perform on any emergency order without the Contracting Officer's approval. Unless specified by the customer, all emergency order(s) for supplies must be same day service. Expeditious fulfillment of the emergency requirements is imperative. The contractor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager/cell number. Emergency orders may be approved for expedited delivery on a case-by-case basis by the contracting officer. Customers should place their emergency orders(s) in STORES and send an email to the DLA Troop Support Representative and the contracting officer to explain the circumstances that necessitate an emergency delivery. If approved, the vendor will make every effort

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Part 12 Clauses (CONTINUED)

to deliver the emergency order as soon as possible.

7. **Individuals Authorized to Place Orders**. The individuals authorized to place orders against this BPA and the dollar limitation per order is as follows:

a. The designated FSO.

b. A designated ordering location, established and setup by the customer.

c. DLA Troop Support Indo Pacific Contracting Officer.

d. The Supplier/Vendor may only accept orders from individuals identified as being authorized to place orders under this BPA.

8. Ordering System: STORES is the Government's Subsistence Ordering System.

a. Customers will be able to order all items on the Catalog through STORES.

b. Initially, a copy of the STORES Orders will be transmitted via FAX or email. Please be advised that all orders placed in STORES are sent to the vendor via fax or email. Due to the processes that must take place in system it can take up to several hours before the fax or email order is released to the vendor's fax machine or email.

c. Order Cancellation Policy: The order cancellation policy is the same as the order lead time. The customers must provide notice of cancellation at least two (2) business days in advance. Both orders and cancellations must be submitted by the vendor office operating hours two (2) days prior to the required delivery date. POC email address to _____. The vendor office operating hours are from Monday to Friday, 07:00 AM to 6:00 PM.

9. Schedule of Items: See Attachment 1_Item List

a. Items appearing on Attachment 1 will be added to the STORES Catalog upon award. Items not listed on Attachment 1 and subsequent STORES Catalog CANNOT be ordered from the contractor under the resulting contract. Payments will not be made for items not appearing on the Catalog at the time the order is placed.

b. If a customer desires to order an item NOT listed on the resultant contract Catalog, a written request to the designated DLA Troop Support Indo Pacific Contracting Officer shall be submitted to request the item be added. The Contracting Officer will contact the vendor and arrange to have the item added to the STORES Catalog prior to any orders being placed.

c. Prior to its inclusion on the STORES catalog, the pricing for each proposed additional item must be negotiated and the Contracting Officer must determine that the price is fair and reasonable.

10. Deliveries

All deliveries shall be made as indicated by the BPA order.

a. Only those products specifically listed in this BPA are authorized for delivery. Delivery of unauthorized

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Part 12 Clauses (CONTINUED)

products shall be at the risk of and the sole responsibility of the Supplier/Vendor and may result in non-payment as well as cancellation of this agreement.

b. Partial shipments or deliveries WILL NOT be accepted.

11. Invoice/ Delivery Ticket

In accordance with FAR 13.303-3, all shipments under this agreement shall be accompanied by a Delivery Ticket, which shall contain the following minimum information:

(1) Name of Supplier/Vendor.

(2) BPA Number (i.e. SPE302-26-A-XXXX).

(3) Date of Purchase.

(4) Purchase or Call Number (PIID on STORES).

(5) Itemized List of Supplies Furnished.

(6) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show this information).

(7) Date of Delivery or Shipment.

a. The customer shall sign and date a copy of the Delivery Ticket to signify acceptance of the product/ delivery.

b. Failure by the Vendor to provide a Delivery Ticket at time of delivery may result in nonpayment.

c. Vendors shall submit one invoice per order.

d. Vendor Reconciliation Tool - The STORES/BSM Reconciliation tool is available from the DLA Troop Support Indo Pacific Subsistence Website at https://www.stores.dla.mil/stores_web/. This tool is only for vendors that have a DLA Troop Support Indo Pacific contract.

e. In order to access STORES website, you must apply through the DLA Account Management and Provisioning System (AMPS) for a password.

https://amps1.dla.mil/

The reconciliation tool will match the customers' receipts to the vendors' electronically. The vendors will be able to see the lines that did not match for review and possible update. A Guide is available on DLA STORES website under Help menu.

REQUIREMENTS

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Part 12 Clauses (CONTINUED)

12. Delivery Instruction/Delivery Vehicle Requirements.

a. The contractor shall ensure all products are delivered in sanitary vehicles that are of a commercially acceptable standard.

b. Deliveries shall be FOB destination.

c. Delivery locations will be specified on each STORES order. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the delivery point. Items that require refrigeration shall be delivered in refrigerated vehicles.

d. Whenever a vendor's vehicle breaks down in route to a delivery location, the Vendor must notify the Contracting Officer immediately. The Vendor shall NOT break the seal on the package without Contracting Officer approval. Also, whenever changing items from one refrigerated vehicle to another refrigerated vehicle because the refrigeration stopped working, the Vendor must notify the Contracting Officer immediately.

e. The Government representative must sign and date the top right side of the invoice(s) as proof that he/she was present at time the seal was broken.

13. **Packaging, Packing, Marking and Labeling.**

a. All packaging and packing shall be in accordance with good commercial practice.

b. 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 be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

c. All items must be adequately protected during inclement weather.

14. Inspection and Acceptance.

a. Inspection and acceptance of products will be performed at destination.

b. 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, Warehouse Manager/Foreman, or the Contracting Officer.

c. 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. Supplies transported in vehicles that are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

d. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice shall not be signed and dated prior to the inspection of each product. All overages/
shortages/returns are to be noted on the invoice by the receiving official and validated by the truck driver. The authorized receiving official's signature on the invoice denotes acceptance of the product and should also

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Part 12 Clauses (CONTINUED)

include the printed name, rank, signature and the current date.

f. The contractor shall prepare three (3) copies of the invoice with the shipment. The receiving official will use the invoice as the receipt document. Two (2) copies of the signed and dated and annotated invoice will serve as the acceptance document. No electronic invoice may be submitted for payment until acceptance is verified.

15. Rejection of Product

a. In the event an item is returned, the invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment.

b. Replacements will be authorized based on the customer's needs. On an as-needed basis, next day or next delivery 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.

c. The re-delivered items will be delivered under a new invoice utilizing the new call number, new Contract Line-Item Number (CLIN), and new purchase order number for the discrepant line(s). These re-deliveries shall be at no additional cost to the customer.

16. Holidays

All orders are to be delivered on the specified delivery date, except for U.S. Federal holidays and South Korean holidays, as outlined below. When a scheduled delivery date 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.

U.S. Federal holidays:

New Year's Day
Birthday of Martin Luther King
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

South Korean Holidays

New Year's Day	Liberation Day
Lunar New Year's Day	Chusok Day
Independence Movement Day	National Foundation Day
Labor Day	Hangul Day
Children's Day	KEU Foundation Day
Buddha's Day	Christmas Day

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Part 12 Clauses (CONTINUED)

Memorial Day

Note: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday. Holidays celebrated by your firm, other than those specified above, must be listed below. Also, specify your policy for celebrating holidays that fall on the weekend.

17. Additional Customers. The Government reserves the right to add customer locations at any time throughout the duration of this BPA. Any additional customer location or ordering point will be added by modification to the contract.

18. Contractor Quality Program. The contractor should develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

Standardized product quality;
The usage of First-In, First-Out (FIFO) principles;
Product shelf life is monitored;
Items are free of damage;
Correct items and quantities are selected and delivered;
Customer satisfaction is monitored;
Product discrepancies and complaints are resolved and corrective action is initiated;
Supplier/Vendor, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support Indo Pacific; and
Salvaged items or products shall not be used.

19. Warehousing and Sanitation Program/Stored Product Pest Management.

The Vendor 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, Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request.

20. Food Defense/Force Protection.

At any time, the United States Government, its personnel, resources, and interest may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support Indo Pacific to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming vehicle operators should provide adequate identification (Base Pass) upon request. Visitors should all be properly identified and access limited to appropriate areas. Procedures for storing products should adequately control access to eliminate any possibility of product adulteration. Review lighting and camera conditions at your facilities and consider whether fencing and locking devices are adequate. Never leave open vehicles unattended, and use seals when possible, to designate loaded trailers. Security seals shall be properly placed on delivery vehicles and registered/logged in per delivery. Ensure employee background checks are up to date. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. The contractor must immediately inform DLA Troop Support Indo Pacific of any

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Part 12 Clauses (CONTINUED)

attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies. If the Food Safety Officer inspecting the delivery orders finds a product that's not from an approved source, the Food Safety Officer will notify the Contracting Officer and the Contracting Officer will remove the product from the catalog. Until the Food Safety Officer notifies the Contracting Officer that the product is now coming in from an approved source, the Contracting Officer will then add the item back on to the catalog at the same price the Contracting Officer took the product off the catalog at.

As the holder of a contract with the DoD, all contractors shall be aware of the vital role they play in supporting DLA Troop Support customers. It is incumbent upon contractors to take all necessary actions to secure products delivered to all military customers, as well as any applicable commercial destinations.

21. Contractor Quality Audits.

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.

22. Vendor Quality Assurance Visits (QAVs).

QAVs will be performed by Troop Support Indo Pacific in order to verify the adequacy of the Contractors' Quality, Warehousing and Sanitation, Pest management and Food Defense Programs. These visits will be coordinated by the Contracting Officer with the vendor at least two weeks in advance of the visit. These visits will be under the cognizance of the DLA Troop Support Indo Pacific Region Subsistence Office in order to review the BPA vendor's compliance with the terms of the contract and to evaluate the quality, food safety, and food defense of subsistence items distributed to customers. The presence of a company representative knowledgeable in all aspects of operations will be required during the QAV.

During the QAV, the Government may review/verify one, several or all of the following areas (this list is not inclusive) as deemed necessary: The methods and procedures used to comply with the terms of the contract; food safety program; food defense program; HACCP (Hazard Analysis Critical Control Point) program (if applicable); pest management program; condition of storage facilities; product shelf-life management; inventory in-stock (age of product and condition, labeling, product rotation, and etc.); product substitutions; control of material identified for destruction/disposal or for return to Suppliers/Vendors. The QAV may also include visits to customers served by the BPA vendor.

22.1 Quality Assurance Visit Findings.

a. A finding can be assessed into three (3) categories: Observation, Major Finding, and Critical Finding. The following is a brief description of each of the finding categories:

(i) An “Observation” is a condition, practice, step or procedure that is not in accordance with food safety and defense requirements and does not meet the criteria of a Critical or Major finding.

(ii) A “Major Finding” is a condition, practice, step or procedure, which in itself does not present a food defense, or imminent health hazard yet has the potential to affect food safety or the product's intended use due to loss or lack of verifiable control.

(iii) A “Critical Finding” is an imminent health hazard caused by a condition which presents a biological, chemical or physical food safety or food defense hazard that if not prevented, eliminated or reduced by

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Part 12 Clauses (CONTINUED)

a subsequent process, practice, step or procedure; or that may cause food to be unsafe for consumption or otherwise adulterated.

(iv) Program evaluations will be rated as satisfactory or unsatisfactory. A satisfactory finding requires less than four major findings or no critical findings.

b. In the event the BPA vendor fails to correct unsatisfactory conditions within the time specified by the Contracting Officer, the Contracting Officer will suspend the services provided by the BPA vendor until identified public health concerns are remedied to the satisfaction of the applicable inspection agency.

c. Such actions listed above will not eliminate the Government's right to terminate the contract in accordance with the “Default” clause of the contract.

23. Subsistence Approved Sources/Food Establishments.

a. 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, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the Supplier/Vendor agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Public Health Command (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: https://sph.health.mil/). The Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement is used by DoD and non-DoD agencies for worldwide food procurement for US Forces. Compliance with the current edition of DoD Military Standard 3006C, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. **Vendors can only supply products from Veterinary Service Information Management System (VSIMS) approved sources of supply.** The VSIMS website link is (https://sph.health.mil/86257b8d004a4b6c/pacific/) once on the website click on approved sources by location to find out if a company is an approved source. Suppliers/Vendors also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal Agency listing, as indicated in paragraph (2) below. Suppliers/Vendors also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

b. Establishments furnishing the products listed in **Attachment 1** and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.

c. Establishments exempt from Worldwide Directory listing. Refer to AR 40- 657/NAVSUPINST 4355.4H/ MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312; 1-888-584-8332; or download from: (https://armypubs.army.mil/). For the most current listing of exempt plants/products, see the Worldwide Directory (available at: https://sph.health.mil/).

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Part 12 Clauses (CONTINUED)

d. Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading "Distributed By", "Manufactured For," etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

24. Contract Administration Data /Contracting Authority.

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

b. In the event the vendor effects any change at the direction of any person other than the designated Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made to cover any costs associated with such change.

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

25. Administration. Administration of the contract will be performed by DLA Troop Support Indo Pacific.

26. Delivery Locations: United State Forces Korea (USFK) - wide

Addendum to 52.212-1 INSTRUCTIONS TO OFFERORS- COMMERCIAL ITEM (Sep 2023)

1. The vendor is required to indicate acceptance of this BPA and return one signed and dated copy of the SF1449 to the Contracting Officer, by email on 30 Jun 2026 no later than 07:00 AM South Korea Standard Time (KST). Vendor is required to fill in blocks (17.a) and (30.a, b & c)).

Mr. SungHak (Steve) Choe, Contract Specialist, Email: sunghak.choe.kor@dla.mil
Ms. Jean K. Ross, Contracting Officer, Email: jean.ross@dla.mil

2. The vendor must source ICE ONLY from a U.S. Army VET approved source --specifically Iceolly Co., Ltd. (KS 0181)--as listed on the official directory: (See attachment 2)

https://sph.health.mil/approved.nsf/fst_wContent_PHC?OpenFrameSet

3. To obtain a Cage Code you must first have or acquire a Unique Entity Identifier (UEI). Once you have attained a UEI, you will be eligible for a Cage Code via System for Award Management (SAM). The awardee must click on the following link to register for SAM in order to obtain an UEI and Cage Code: https://www.sam.gov/portal/public/SAM/.

4. The vendor is also required to complete the applicable representation/certifications at clauses 52.212-3.

5. It is imperative that the requested information in this paragraph be provided when completing this BPA document. In particular, the Government requires the FAX NUMBER OR EMAIL ADDRESS FOR ORDER RECEIPT to ensure prompt delivery to military customers.

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Part 12 Clauses (CONTINUED)

6. The contractor of this upcoming BPA shall be responsible for the supply and delivery of Ice & Paper items. Attached to this solicitation is an excel spreadsheet that is required to be filled out completely. All quotes will be submitted in USD.

ADDENDUM to FAR 52.212-2, Evaluation Commercial Items (Nov 2021)

1. The Contracting Officer may request pricing for a new item after the BPA is awarded. If determined to be fair and reasonable, the Contracting Officer may add it to the catalog. The Contracting Officer will award the BPA to the offeror who the Contracting Officer determines to have the lowest quoted price. The Contracting Officer will evaluate the quotes for this award based on an all or none approach for each zone. The Contracting Officer will award the BPA to the offeror who the Contracting Officer determines to have the Lowest Priced Technically Acceptable (LPTA) offer.

2. Evaluation will be conducted on an “All or None” basis, and partial quotes will be rejected.

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (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.

52.212-4 TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

CLAUSES ADDED TO PART 12 BY ADDENDUM

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS

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

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Part 12 Clauses (CONTINUED)

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

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-O0013) (MAY 2024) DFARS

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI)

Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is --

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data --Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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Part 12 Clauses (CONTINUED)

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.
(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171*)*.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (*https://*www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement*.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall --

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at *https://dibnet.dod.mil*.

(2) *Cyber incident report*. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at *https://dibnet.dod.mil*.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see *https://public.cyber.mil/eca/*.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection*. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from

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Part 12 Clauses (CONTINUED)

the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis*. Upon request by DoD, the Contractor shall provide DoD with access to additional information equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/ proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD --

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph

(i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts*. The Contractor shall --

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to --

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

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Part 12 Clauses (CONTINUED)

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

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)

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

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

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

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

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

252.225-7054 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (JAN 2023) FAR

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS

252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023) DFARS

252.225-7062 RESTRICTION ON ACQUISITION OF LARGE MEDIUM-SPEED DIESEL ENGINES (JUL 2023) DFARS

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

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

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

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

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Part 12 Clauses (CONTINUED)

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

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 COMPUTER GENERATED FORMS (DEVIATION 2026-O0038) (FEB 2026) FAR

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_RFQ_Attach_2_Approved_Source_ICE	SPE30226QS006_Attach 2_Approved Source_ICE.pdf
ATTACH_Attach_1_Item_List	SPE30226QS006_Attach_1_Item List.xlsx

Part 12 Provisions

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.212-2 EVALUATION -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

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

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Part 12 Provisions (CONTINUED)

PROVISIONS ADDED TO PART 12 BY ADDENDUM

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

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)

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

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS

252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022) DFARS

252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (CLASS DEVIATION 2024-O0006, REVISION 1) (MAR 2024) DFARS

Use the following provision in solicitations that include the clause at 252.225-7967:

(a) *Definitions*. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.

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

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

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

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

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

(End of provision)

L06 AGENCY PROTESTS (DEC 2016)

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)