# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE



| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| 0001 | 6/23/2026 | See Block 14 | |

6. ISSUED BY CODE SPE5B1

DLA EUROPE & AFRICA TROOP SUPPORT
ATTN:COMMODITIES & SERVICE CONTRACT
UNIT 29705 APO AE 09227
APO AE 09227

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR (*No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(X)

[X] 9A. AMENDMENT OF SOLICITATION NO.
SPE5B126Q0002

9B. DATED (*SEE ITEM 11*)
2026 JUN 17

[ ] 10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

## 13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| CHECK ONE | |
|---|---|
| [ ] | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| [ ] | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (*such as changes in paying office, appropriation date, etc.* ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| [ ] | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| [ ] | D. OTHER *(Specify type of modification and authority)* |

**E. IMPORTANT:** Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Attached Continuation Sheet(s).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A NAME AND TITLE OF SIGNER *(Type or print)* | | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED |

The purpose of this Amendment 0001 is to a) provide site visit information, and to b) incorporate clauses/provisions.

a) The site visit is scheduled for Wednesday July 1, 2026, at 0900 CET at Kleber Kaserne in Kaiserslautern, Germany. Contractors may have a max of 2 attendees. Please provide the name(s) of attendee(s) by 0900 CET Friday June 26, 2026 to vivien.hoffmann.de@dla.mil and rebecca.taylor@dla.mil.

b) The following clauses/provisions are hereby incorporated:

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. (JAN 2023) DFARS

H05 Bilateral Simplified Indefinite-delivery contract (SIDC) (SEP 2021)

52.216-18 ORDERING {AUG 2020) FAR
As prescribed in 16.506(a), insert the following clause:
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities
designated in the Schedule. Such orders may be issued from DATE OF AWARD through FINAL EXPIRATION DATE.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order
and this contract, the contract shall control.
( c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by
facsimile, or by electronic commerce methods only if authorized in the Schedule.
(End of clause)

52.216-19 ORDER LIMITATIONS {OCT 1995) FAR
As prescribed in 16.506(b), insert a clause substantially the same as follows:
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount ofless than ONE (1) [insert dollar figure or
quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor --
( 1) Any order for a single item in excess of$250,000 [insert dollar figure or quantity];
(2) Any order for a combination of items in excess of$250,000 [insert dollar figure or quantity]; or
(3) A series of orders from the same ordering office within N/ A days that together call for quantities exceeding the limitation in paragraph (b )(1) or (2) of this
section.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the
Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in
paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b),
unless that order ( or orders) is returned to the ordering office within NI A days after issuance, with written notice stating the Contractor's intent not to ship the
item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-22 INDEFINITE QUANTITY {OCT 1995) FAR
As prescribed in 16.506(e), insert the following clause:
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies
and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the
Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the
"maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued.
The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time
specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if
the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract
after FINAL EXPIRATION DATE.
(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2023) DFARS

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252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) DFARS
As prescribed in 225.372-2, use the following clause:
(a) Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
(b) Except as provided in paragraph ( c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this
contract, shall
(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy,
and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their
nationality;
(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department
of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel
outside the United States; and
(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
( c) The requirements of this clause do not apply to any subcontractor that is
(1) A foreign government;
(2) A representative of a foreign government; or
(3) A foreign corporation wholly owned by a foreign government.
(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information
cited in PGI 225.372-1 (J)FARS/PGI view/J.
(End of clause)

252.229-7001 TAX RELIEF---BASIC {APR 2020) DFARS
Basic. As prescribed in 229.402-70 (a) and (a)(1), use the following clause:
(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements
between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price
NAME OF TAX:
RATE (PERCENTAGE):
(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.
(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components
intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on
hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The
Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components
corresponding to that used from inventory for this contract.
(End of clause)

252.229-7001 TAX RELIEF---AL TERNA TE I {APR 2020) DFARS
Alternate I. As prescribed in 229.402-70 (a) and (a)(2), use the following clause, which adds a paragraph (d) not included in the basic clause
(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements
between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:
NAME OF TAX:
RATE (PERCENTAGE):
(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.
(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components
intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on
hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The
Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components
corresponding to that used from inventory for this contract.
(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax
Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer
abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according
to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free

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basis during a 30-day period may be accumulated, totaled, and reported as tax-free.
(End of clause)

52.232-11 EXTRAS (APR 1984) FAR

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997) DFARS

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024) FAR

252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022) DFARS

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023) FAR

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

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**Attachments**

**PID Data - Custom Clause**

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