Justification for an Exception to Fair Opportunity or to Use Brand-Name Restriction

Is this a brand-name justification? ☐ Yes ☒ No

Is this a Bridge Action as defined in the AF Bridge Action Reduction Plan? ☒ Yes ☐ No

Contracting Activity: AFLCMC/AZS

Purchase Request / Local ID Number: FA8622-26-F-B004

Program Name (and Program Element, if applicable): Engineering, Professional, and Administrative Support Services (EPASS) - F-15 DIVISION

Estimated Cost/Price of the Order (including options): [redacted]

Type Program (see DAFFARS 5302.101 for definitions): ☐ PEO Program ☐ Operational ☒ Enterprise

Type of Determination: ☒ Individual ☐ Class Expires: [click and select]

Fair Opportunity Exception: FAR 16.505(b)(2)(i) (Check the applicable subparagraph below.)

☐ (A) ☐ (B) ☐ (C) ☐ (D) ☐ (E) ☐ (F) ☒ (G) Check this box to display the FAR 6.302 exceptions.

6.302 Exception: 6.302-1 Only one responsible source and no other supplies or services will satisfy agency requirements.

Click here for instructions to complete the boxes below.

(1) Contracting Activity:
AFLCMC/AZS, EPASS Program Office 1801 Tenth Street, Building 8 Wright-Patterson AFB, OH 45433-7624 PCO: [redacted]

(2) Nature and/or description of the action being approved:
The proposed Exception to Fair Opportunity (EFO) is for a new bridge contract for Advisory and Assistance Services (A&AS) supporting Engineering, Professional, and Administrative Support Services (EPASS) F-15 TO, FA8622-21-F-8244, which was awarded to Oasis Systems, LLC (Astrion) on 10 November 2020 with a period of performance (PoP) starting 1 February 2021 through 30 November 2025. FAR 52.217-8 Option to Extend Services was utilized to prevent a break in critical A&AS mission support services for F-15 by extending the current TO (8244) for a six-month PoP (1 December 2025 - 31 May 2026), exercised on 25 November 2025 via P00115 modification. The F-15 follow-on Fair Opportunity Competition (FOC), or Fair Opportunity Proposal Request (FOPR) 82, was awarded on 18 December 2025. The Government received an award protest to the U.S Government Accountability Office (GAO) on 2 January 2026. The Government took corrective action which immediately caused GAO to dismiss the protest. After corrective action was complete, the Government awarded the follow-on TO to the same awardee. The Government received a supplemental protest on 30 March 2026, which would require a GAO decision by 8 July 2026. The Government is taking corrective action for the second time which will cause GAO to dismiss the supplemental protest allowing the Government to complete the supplemental corrective action. TO FA8622-21-F-8244 was awarded off the General Services Administrations (GSA) One Acquisition Solution for Integrated Services (OASIS) Multiple Award Contract (MAC) Indefinite Delivery Indefinite Quantity (IDIQ). The ordering period for that IDIQ has now expired and GSA has awarded a new MAC IDIQ, GSA OASIS+. The appropriate domain and NAICS for the F-15 mission is the R&D domain and NAICS 541715, exception 1, as supported by the scope review for the follow-on FOC performed by GSA OASIS+. Oasis Systems, LLC is an awardee under the unrestricted MAC, R&D domain for NAICS 541715, exception 1. The GSA Contracting Officer has acknowledged receipt of the novation documents from DCMA, concluding the transfer of contract 47QRCA25DU447. In accordance

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with the GSA novation modification executed on 9 April 2026, all awarded domains will be retained by the contract holder and subsequently transferred to the transferee, Astrion Group, LLC. The bridge contract will be a new TO, Cost Plus Fixed Fee (CPFF) contract type, awarded to the incumbent.

Due to receiving two (2) protests for FOPR 82, the EPASS office intends to award a bridge contract action for a total PoP of 15 months. It will consist of a base period of three (3) months from 1 June 2026 to 31 August 2026 and an option year of 12 months from 1 September 2026 to 31 August 2027. The bridge action will also include the FAR Clause 52.217-8 Option to Extend Services to allow for an additional six (6) months of coverage, if needed.

A bridge contract action will allow for the continuation of A&AS services and prevent a break in service for the F-15 Division while the supplemental protest is finalized with GAO. The outcome of GAO's decision is not known at this time. To guarantee continued performance of A&AS support, the EPASS office must create a bridge contract with a PoP that provides the flexibility to cover performance for a re-compete of FOPR 82, if required.

(3) Description of the supplies/services required to meet the agency's needs:

The A&AS support provides the F-15 Division with a broad range of professional acquisition, engineering, scientific, research, test, intelligence, security management, and administrative capabilities to execute effective and responsive research, development, and life cycle acquisition and sustainment performance-based service activities for both USAF and Foreign Military Sales (FMS) partners.

The bridge contract will utilize CPFF and CR CLINs. All USAF and FMS programs awarded under the bridge contract will each have their own CLIN structure, as follows: CPFF Labor CLIN, CR Travel & ODC CLIN, and CR CAF CLIN. CLIN programs will be established for the base year and the subsequent option year. If the six-month extension, IAW RFO clause 52.217-8 Option to Extend Services is necessary, new CLINs will be established to cover the additional six (6) months.

CLIN STRUCTURE:

X001 F-15 [redacted] Labor
X002 F-15 [redacted] Travel & ODC
X003 F-15 [redacted] CAF
X004 F-15 [redacted] Labor
X005 F-15 [redacted] Travel & ODC
X006 F-15 [redacted] CAF
X007 F-15 [redacted] Labor
X008 F-15 [redacted] Travel & ODC
X009 F-15 [redacted] WPAFB CAF
X010 F-15 [redacted] Labor
X011 F-15 [redacted] Travel & ODC
X012 F-15 [redacted] CAF
X013 F-15 [redacted] Labor
X014 F-15 [redacted] Travel & ODC
X015 F-15 [redacted] CAF
X016 F-15 [redacted] Labor
X017 F-15 [redacted] Travel & ODC
X018 F-15 [redacted] CAF
X019 F-15 [redacted] Labor
X020 F-15 [redacted] Travel & ODC
X021 F-15 [redacted] CAF
X022 F-15 [redacted] Labor

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X023 [redacted] Travel & ODC
X024 [redacted] CAF
X025 [redacted] Labor
X026 [redacted] Travel & ODC
X027 [redacted] CAF
X028 [redacted] Labor
X029 [redacted] Travel & ODC
X030 [redacted] CAF
X031 [redacted] Labor
X032 [redacted] Travel & ODC
X033 [redacted] CAF
X034 [redacted] Labor
X035 [redacted] Travel & ODC
X036 [redacted] CAF
X037 [redacted] Labor
X038 [redacted] Travel & ODC
X039 [redacted] CAF
X040 [redacted] Labor
X041 [redacted] Travel & ODC
X042 [redacted] CAF
X043 [redacted] Labor
X044 [redacted] Travel & ODC
X045 [redacted] CAF
X046 [redacted] Labor
X047 [redacted] Travel & ODC
X048 [redacted] CAF
X049 [redacted] Labor [redacted]
X050 [redacted] Travel & ODC [redacted]
X051 [redacted] CAF [redacted]
X052 [redacted] Labor [redacted]
X053 [redacted] Travel & ODC [redacted]
X054 [redacted] CAF [redacted]
X055 [redacted] Labor [redacted]
X056 [redacted] Travel & ODC [redacted]
X057 [redacted] CAF [redacted]
X058 [redacted] Labor [redacted]
X059 [redacted] Travel & ODC [redacted]
X060 [redacted] CAF [redacted]
X061 [redacted] Labor [redacted]
X062 [redacted] Travel & ODC [redacted]
X063 [redacted] CAF [redacted]
X064 [redacted] (Schools) ODC
X065 [redacted] (Schools) CAF

6000 Data - NSP

The bridge contract action has an estimated value of [redacted] This will be funded utilizing a combination of FMS administrative and case funds and USAF 3600 (R&D) and 3010 (Procurement) appropriations. The cost estimate is based on B/D Table Rates used under the extended PoP for FA8622-21-F-8244, current escalation factors, and TO actuals.

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COST ESTIMATE

Base Period (3 Months):
Labor: [redacted]
Travel: [redacted]
ODC: [redacted]
CAF: [redacted]
TOTAL: [redacted]

Option Year 1 (12 months):
Labor: [redacted]
Travel: [redacted]
ODC: [redacted]
CAF: [redacted]
Total: [redacted]

6-Month Extension:
Labor: [redacted]
Travel: [redacted]
ODC: [redacted]
CAF: [redacted]
TOTAL: [redacted]

BRIDGE TOTAL: [redacted]

(4) Identification of the exception to fair opportunity and the supporting rationale:

This EFO is IAW RFO 16.507-6(b)(6), as it satisfies the exception found in RFO 6.103-1(c)(2). There is only one responsible source that can continue this work and satisfy agency requirements. An award to any other source would result in unacceptable delays in fulfilling the agency's requirements and result in a break in service for 212 Contractor Manpower Equivalents (CMEs) supporting the F-15 Division.

This bridge action is a new TO from the original FA8622-21-F-8244 F-15 TO and to the competitively awarded FOPR 82, which was awarded on 18 December 2025 with a PoP starting date of 1 June 2026. The current TO expires on 31 May 2026. This bridge contract action is being awarded on a sole source basis to the current contractor, Oasis Systems, LLC (Astrion) to continue to provide critical A&AS services to the F-15 Division. These services are highly specialized and individuals performing these requirements must have the knowledge, education, experience, and appropriate clearance levels to support F-15 in meeting its mission requirements. Oasis Systems, LLC (Astrion) is the only source that can fulfill these services in a timely manner prior to the current end of the PoP, 31 May 2026. Oasis Systems, LLC (Astrion) already has the facilities and personnel in place to continue this support. Awarding to any other source would result in unacceptable delays in fulfilling the agency's requirements and would result in a break in service once the current PoP expires.

The F-15 Division and EPASS program office have determined that award to any other source would result in unacceptable delays in fulfilling the agency's requirements. FOCs can generally take a year to compete, barring any protests. The EPASS program office was originally on schedule with the award date of 18 December 2025 and a transition start date of 1 April 2026 with PoP starting 1 June 2026. However, due to the multiple protests and GAO's unknown decision, the award schedule has been pushed to the right and now presents a risk of stop work for the F-15 Division. The bridge base period will allow for the continuation of necessary services while the FOPR 82 protest process is completed. The planned schedule for FOPR 82 (barring GAO's decision) is as follows:

Award: 20 Jul 26
Transition: 20 Jul - 31 Aug 26

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Base Period Start: 1 Sep 26

If GAO's decision is sustained, FOPR 82 will have to be re-competed. The bridge PoP allows the FOC re-compete timeline with Option Period 1 (1 Sep 26 - 31 Aug 27) and the optional for a 6-month extension (1 Sep 27 - 29 Feb 28). This will allow the FOPR team additional time to re-compete the effort should the protest be sustained.

(5) Contracting Officer's determination that the anticipated cost to the Government will be fair and reasonable:

Based upon (1) certified cost or pricing data provided by in the contractor's proposal, (2) the program office's technical analysis of the the contractor's Basis of Estimates (BOE), and (3) comparison to the current task order's actuals, the Contracting Officer expects they will be able to determine the anticipated cost to the Government will be fair and reasonable.

(6) Other facts supporting the justification:

Per AFLCMC Policy Memo, Guidance on the Mandatory use of EPASS for A&AS, updated 24 August 2017, the EPASS Program Management Office is the mandatory source for procurement and management for all AFLCMC A&AS requirements.

(7) Actions the agency may take to remove or overcome any barriers to increasing fair opportunity before any subsequent acquisition for the supplies or services:

The bridge contract will continue necessary services to allow time for GAO's final decision. If the protest is sustained, the Government will conduct a new FOC under the GSA small business (SB) OASIS+ MAC IDIQ.

(8) Program Manager's certification that supporting data is accurate and complete:

As evidenced by my signature below, I certify that any supporting data contained herein, which is my responsibility, is both accurate and complete.

(9) Contracting Officer's certification that the justification is accurate and complete:

As evidenced by my signature below, I certify that the justification is accurate and complete to the best of my knowledge and belief.

(10) Approving Official's determination that one of the circumstances in FAR 16.505(b)(2)(i) applies to the order.

As evidenced by my signature below, I hereby determine that the fair opportunity exception checked on page 1 applies.

Date	Program Manager	Signature
15 Apr 2026	[redacted] AFLCMC/AZS [redacted]	[redacted]
Date	Contracting Officer	Signature
15 Apr 2026	[redacted] AFLCMC/AZS [redacted]	[redacted]
Date	Local Legal Reviewer	Signature
16 Apr 2026	[redacted] AFLCMC/JANO [redacted]	[redacted]

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Date 16 Apr 2026	Chief of the Contracting Office (COCO) [redacted] AFLCMC/AZS [redacted]	Signature [redacted]
Date 16 Apr 2026	AZS Deputy Director [redacted] AFLCMC/AZS [redacted]	Signature [redacted]
Date 17 Apr 2026	Competition Advocate [redacted] AFLCMC/PK [redacted]	Signature [redacted]

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Instructions for Completing the Template IAW FAR 16.505(b)(2)(ii)(B)

(2) State whether the action is a new order or a modification to an existing order. Identify the basic multiple award contract number and the order number for the current action. Also identify the type of the order/line items on the order (e.g., Firm Fixed price, Cost Plus Fixed Fee, etc.).

(3) Specifically describe the supplies/services to be acquired including the price/cost and quantity of each item in the order and the total estimated value of the order. For services, state whether services are performance-based, and if not, provide rationale for not being performance based. State the delivery/performance schedule/period for the items under the order. Explain how the requirement/order fits under the scope of the basic multiple award contracts. (Note: The Contracting Officer must ensure that the order is issued within the period of performance and within the maximum value of the contract).

(4) Include the appropriate exception from FAR 16.505 (b)(2) and the supporting rationale. FAR16.505(b)(1)(i) requires the Contracting Officer to provide each awardee under a multiple award contract, a fair opportunity to be considered for each order exceeding $3,000 unless a statutory exception applies. The specific exception that precludes the fair opportunity process for this acquisition is FAR 16.505(b)(2)(i)(__) [Insert A,B, C, D, or E]. If a brand name product description is being justified, use this section to explain why the particular brand name, product, or feature is essential to the Government's requirements and why other companies' similar products/services do not meet, or cannot be modified to meet, the agency's needs.

FAR 16.505(b)(2)(i)(A): "The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays". When using this exception provide a detailed justification with supporting documentation that explains the exact urgency of the requirement and the mission impact if awarded to any other contractor. The user/customer typically provides this supporting information. Recommend attaching supporting documentation to the back of the document. General statements of urgency are not acceptable.

FAR 16.505(b)(2)(i)(B): "Only one awardee is capable of providing the supplies or services required at the level at the level of quality required because the supplies or services ordered are unique or highly specialized". When using this exception provide a detailed justification, with supporting documentation, as evidence of the "unique or highly specialized" nature of the procurement. The user/customer typically provides this supporting information. Supporting documentation may be attached to the back of the document. General statements are not acceptable.

FAR 16.505(b)(2)(i)(C): "The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order". When using this exception provide information on the previously competed order under this contract and detail the economies and efficiencies that will be obtained by going sole source for the follow-on order. The user/customer typically provides this supporting information. General statements are not acceptable.

FAR 16.505(b)(2)(i)(D): "It is necessary to place an order to satisfy a minimum guarantee."

FAR 16.505(b)(2)(i)(E): "For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source."

Discuss the market research that was conducted by the user/technical team/contracting officer among the supplies/services of all awardees that resulted in the conclusion that a fair opportunity exception applied. The narrative in this section should provide a high level of confidence that the requirements of FAR 16.505(b)(1) and DFARS 216.505-70 could not be met. If no market research was conducted, state so and provide the rationale. If any other awardee expressed interest in fulfilling the requirement, but was not considered a potential source, explain why that awardee cannot provide the required supplies/perform the service.

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If the use of a brand name purchase description is being justified, the market research should include an analysis of any industry proposed alternative products or approaches to meeting the requirements. Additionally, the Government's efforts to identify as many potential sources as practicable offering the required brand name item(s) should be addressed.

(5) This paragraph needs to be tailored based on the types of CLINs in the order and the pricing arrangements on the basic multiple award contract. If the contract did not establish the price for the supply or service, the Contracting Officer must establish prices for each order IAW FAR 15.4. The paragraph needs to describe the steps that will ensure that the prices/estimated cost of the order will be fair and reasonable. For example, even if firm-fixed prices were obtained under adequate price competition in the award of the multiple award contract, the Contracting Officer still needs to consider market conditions and other factors that may have changed since contract award and explain the basis in the determination that prices/costs are fair and reasonable prior to award of the order.

(6) Provide any other facts supporting the use of exceptions to the fair opportunity process.

(7) Include a statement of the actions, if any, to be to be taken to remove or overcome any barriers that led to the exception to fair opportunity before any subsequent acquisition for the supplies or services is made. If no actions are planned, so state and provide reasons.