SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W91WFU26QA0100001	30 JUN 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	ALEXANDR CERCHEZ	+49 9641-70-592-2939	15 JUL 2026 12:00 PM

9. ISSUED BY CODE W91WFU

0409 AQ HQ CONTRACT
KO DIRECTORATE OF CONTRACTING, UNIT 30401
APO, AE 09107
UNITED STATES
ALEXANDR CERCHEZ, EMAIL: ALEXANDR.CERCHEZ.LN@ARMY.MIL
TELEPHONE: +49 9641-70-592-2939

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541620

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
SEE CONTINUATION

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

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REFERENCE ____ 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

Solicitation/Contract Form Continuation

Instrument Name: Tree control and Database Support

Product Service Code : F999

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Baseline Survey, See PWS Section 5.2.1 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		
0002	Gap Analysis, See PWS Section 5.2.2 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	12	Months		
0003	Tree Evaluation, See PWS Section 5.2.3 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	12	Months		
0004	Tree Care Control, See PWS Section 5.2.4 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		
0005	Bird and or Animal Nesting Boxes, See PWS Section 5.2.5 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		

0006	Update of GIS layers and database, See PWS Section 5.2.6 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 1001	Baseline Survey, See PWS Section 5.2.1 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 1002	Gap Analysis, See PWS Section 5.2.2 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1003	Tree Evaluation, See PWS Section 5.2.3 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1004	Tree Care Control, See PWS Section 5.2.4 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 1005	Bird and or Animal Nesting Boxes, See PWS Section 5.2.5 Product Service Code: F999 North American Industry Classification System (NAICS): 541620	1	Each		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 1006	Update of GIS layers and database, See PWS Section 5.2.6 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 2001	Baseline Survey, See PWS Section 5.2.1 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 2002	Gap Analysis, See PWS Section 5.2.2 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2003	Tree Evaluation, See PWS Section 5.2.3 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2004	Tree Care Control, See PWS Section 5.2.4 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item	Bird and or Animal Nesting Boxes, See PWS Section 5.2.5 Product Service Code: F999	1	Each		

2005	North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2006	Update of GIS layers and database, See PWS Section 5.2.6 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 3001	Baseline Survey, See PWS Section 5.2.1 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 3002	Gap Analysis, See PWS Section 5.2.2 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3003	Tree Evaluation, See PWS Section 5.2.3 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3004	Tree Care Control, See PWS Section 5.2.4 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		
Option		1	Each		

Line Item 3005	Bird and or Animal Nesting Boxes, See PWS Section 5.2.5 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price				
Option Line Item 3006	Update of GIS layers and database, See PWS Section 5.2.6 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 4001	Baseline Survey, See PWS Section 5.2.1 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 4002	Gap Analysis, See PWS Section 5.2.2 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4003	Tree Evaluation, See PWS Section 5.2.3 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4004	Tree Care Control, See PWS Section 5.2.4 Product Service Code: F999 North American Industry Classification System (NAICS): 541620	1	Each		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 4005	Bird and or Animal Nesting Boxes, See PWS Section 5.2.5 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 4006	Update of GIS layers and database, See PWS Section 5.2.6 Product Service Code: F999 North American Industry Classification System (NAICS): 541620 Pricing Arrangement: Firm Fixed Price	2	Each		

Continuation of Description

Requirements

Provide tree control and survey as well as maintenance and updating the USAG-Stuttgart GIS Tree Data System.

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
0002	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
0003	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC.

	DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
0004	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
0005	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan

0006	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU

	W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 1003	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 1004	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option	Inspection and Acceptance Location

Line Item 1005	Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 1006	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935

	STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 2002	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 2003	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item	Inspection and Acceptance Location

2004	Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 2005	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 2006	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032

	GERMANY Tibor Ivan
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 3002	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 3003	Inspection and Acceptance Location

	Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 3004	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 3005	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032

	GERMANY Tibor Ivan
Option Line Item 3006	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 4002	Inspection and Acceptance Location

	Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 4003	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 4004	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032

	GERMANY Tibor Ivan
Option Line Item 4005	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan
Option Line Item 4006	Inspection and Acceptance Location Both Destination Instructions: Coordinate inspection and acceptance with POC. DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan

Continuation of Deliveries or Performance

0001	**Delivery Schedule** Delivery Period From 29 Sep 2026 to 28 Sep 2027 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2026 To 28 Sep 2027
0002	**Delivery Schedule** Delivery Period From 29 Sep 2026 to 28 Sep 2027 **Quantity** 12 Months **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan

	Period of Performance From 29 Sep 2026 To 28 Sep 2027
0003	**Delivery Schedule** Delivery Period From 29 Sep 2026 to 28 Sep 2027 **Quantity** 12 Months **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2026 To 28 Sep 2027
0004	**Delivery Schedule** Delivery Period From 29 Sep 2026 to 28 Sep 2027 **Quantity** 1 Each **Address and POC** Place of Performance

	DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2026 To 28 Sep 2027
0005	**Delivery Schedule** Delivery Period From 29 Sep 2026 to 28 Sep 2027 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2026 To 28 Sep 2027

0006	**Delivery Schedule** Delivery Period From 29 Sep 2026 to 28 Sep 2027 **Quantity** 2 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2026 To 28 Sep 2027
Option Line Item 1001	**Delivery Schedule** Delivery Period From 29 Sep 2027 to 28 Sep 2028 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan

	Period of Performance From 29 Sep 2027 To 28 Sep 2028
Option Line Item 1002	**Delivery Schedule** Delivery Period From 29 Sep 2027 to 28 Sep 2028 **Quantity** 12 Months **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2027 To 28 Sep 2028
Option Line Item 1003	**Delivery Schedule** Delivery Period From 29 Sep 2027 to 28 Sep 2028 **Quantity** 12 Months **Address and POC** Place of Performance

	DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2027 To 28 Sep 2028
Option Line Item 1004	**Delivery Schedule** Delivery Period From 29 Sep 2027 to 28 Sep 2028 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2027 To 28 Sep 2028

Option Line Item 1005	**Delivery Schedule** Delivery Period From 29 Sep 2027 to 28 Sep 2028 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2027 To 28 Sep 2028
Option Line Item 1006	**Delivery Schedule** Delivery Period From 29 Sep 2027 to 28 Sep 2028 **Quantity** 2 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan

	Period of Performance From 29 Sep 2027 To 28 Sep 2028
Option Line Item 2001	**Delivery Schedule** Delivery Period From 29 Sep 2028 to 28 Sep 2029 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2028 To 28 Sep 2029
Option Line Item 2002	**Delivery Schedule** Delivery Period From 29 Sep 2028 to 28 Sep 2029 **Quantity** 12 Months **Address and POC** Place of Performance

	DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2028 To 28 Sep 2029
Option Line Item 2003	**Delivery Schedule** Delivery Period From 29 Sep 2028 to 28 Sep 2029 **Quantity** 12 Months **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2028 To 28 Sep 2029

Option Line Item 2004	**Delivery Schedule** Delivery Period From 29 Sep 2028 to 28 Sep 2029 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2028 To 28 Sep 2029
Option Line Item 2005	**Delivery Schedule** Delivery Period From 29 Sep 2028 to 28 Sep 2029 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan

	Period of Performance From 29 Sep 2028 To 28 Sep 2029
Option Line Item 2006	**Delivery Schedule** Delivery Period From 29 Sep 2028 to 28 Sep 2029 **Quantity** 2 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2028 To 28 Sep 2029
Option Line Item 3001	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 1 Each **Address and POC** Place of Performance

	DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2029 To 28 Sep 2030
Option Line Item 3002	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 12 Months **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2029 To 28 Sep 2030

Option Line Item 3003	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 12 Months **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2029 To 28 Sep 2030
Option Line Item 3004	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan

	Period of Performance From 29 Sep 2029 To 28 Sep 2030
Option Line Item 3005	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2029 To 28 Sep 2030
Option Line Item 3006	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 2 Each **Address and POC** Place of Performance

	DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2029 To 28 Sep 2030
Option Line Item 4001	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2030 To 28 Sep 2031

Option Line Item 4002	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 12 Months **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2030 To 28 Sep 2031
Option Line Item 4003	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 12 Months **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan

	Period of Performance From 29 Sep 2030 To 28 Sep 2031
Option Line Item 4004	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2030 To 28 Sep 2031
Option Line Item 4005	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 1 Each **Address and POC** Place of Performance

	DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2030 To 28 Sep 2031
Option Line Item 4006	**Delivery Schedule** Delivery Period From 29 Sep 2029 to 28 Sep 2030 **Quantity** 2 Each **Address and POC** Place of Performance DoDAAC: W81MN5 CountryCode: DEU W6E1 USAG STUTTGART ATTN USAG STUTTGART IPBO, PANZER KASERNE SSA BLDG 2935 STUTTGART BOEBLINGEN 71032 GERMANY Tibor Ivan **Period of Performance** From 29 Sep 2030 To 28 Sep 2031

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-	2026-02		

O0038)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.232-7010	Levies on Contract Payments.	2006-12		
252.247-7023	Transportation of Supplies by Sea.	2024-10		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02

Alternate I (Feb 2026) (Deviation 2026-O0038). When contemplating a time-and-materials or labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

(a) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause-

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

(3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Materials means-

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(4) The following subcontracts for services which are specifically excluded from the hourly rate: ____*[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(5) Indirect costs specifically provided for in this clause.

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____*[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (b)(4) and (5) of this clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(i) *Payments*.

(1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other direct costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: ____[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'".]

(*2) Indirect costs (material handling, subcontract administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:____[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) *Total cost*. The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the

Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) The Contracting Officer will issue a final decision if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR part 32 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work under this contract and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

52.204-19 Incorporation by Reference of Representations and Certifications.

As prescribed in 4.208(g), insert the following clause:

Incorporation by Reference of Representations and Certifications (Dec 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective

		Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests

through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

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

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

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

____

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

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

Invoice 2in1

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0672
Issue By DoDAAC	W91WFU
Admin DoDAAC	W91WFU
Inspect By DoDAAC	W81MN5
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	W81MN5
Service Acceptor (DoDAAC)	W81MN5
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Tibor Ivan, tibor.ivan2.ln@army.mil

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.232-7008	Assignment of Claims (Overseas).	1997-06		
252.233-7001	Choice of Law (Overseas).	1997-06		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-9	Option to Extend the Term of the Contract.	2000-03		

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months(months) (years).

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.229-7001 Tax Relief. (Alternate I) 2020-04 Alternate I 2020-04

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:

TAX RELIEF-ALTERNATE I (APR 2020)

(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: ____[Offeror insert] RATE (PERCENTAGE): ____[Offeror insert]

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. 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 basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

252.232-7007	Limitation of Government's Obligation.	2014-04

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) ____[Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of $ ____[Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as

may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Attachment 1 - PWS_Tree Control and Database Support

Attachment 2 - Pricing_Tree Control and Database Support

Attachment 3 - Instructions to Vendors_Tree Control and Database Support

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Attachment 1 - PWS_Tree Control and Database Support	Performance Work Statement		10 Jun 2026		32	Attachment	No
0002	Attachment 2 - Pricing_Tree Control and Database Support	Attachment 2 - Pricing_Tree Control and Database Support		30 Jun 2026			Attachment	No
0003	Attachment 3 - Instructions to Vendors_Tree Control and Database Support	Attachment 3 - Instructions to Vendors_Tree Control and Database Support		30 Jun 2026			Attachment	No

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [X] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.215-7008 Only One Offer. 2022-12

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(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:

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price /approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

Experience

Technical

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)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.225-17	Evaluation of Foreign Currency Offers.	2000-02		

Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using ____[Contracting Officer to insert source of rate] in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures-

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)