# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

| | | | | |
|---|---|---|---|---|
| *NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.* | | | 1. REQUISITION NUMBER | PAGE 1 OF 31 |
| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER FA561326Q0006 | 6. SOLICITATION ISSUE DATE |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME Carleen Clinger | | b. TELEPHONE NUMBER (no collect calls) 3144896124 | 8. OFFER DUE DATE/ LOCAL TIME 07 Aug 2026 01:00 PM |

| | |
|---|---|
| 9. ISSUED BY CODE: FA5613<br><br>FA5613 700 CONS PK<br>AF BPN NO MILSBILLS PROCESSES, UNIT 3076<br>APO, AE 09021-3076<br>UNITED STATES<br>Carleen Clinger, Email: carleen.clinger@us.af.mil Telephone: 3144896124<br>Carleen Clinger, Email: carleen.clinger@us.af.mil Telephone: 676-8071 | 10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ___ % FOR:<br>☐ SMALL BUSINESS<br>☐ WOMEN-OWNED SMALL BUSINESS (WOSB)<br>NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 621399<br>☐ HUBZONE SMALL BUSINESS<br>☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)<br>SIZE STANDARD: USD 10,000,000.00<br>☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)<br>☐ 8(A) |
| 11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED<br>☐ 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<br>14. METHOD OF SOLICITATION<br>☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP) |
| 15. DELIVER TO CODE:<br><br>See Schedule | 16. ADMINISTERED BY CODE: |
| 17a. CONTRACTOR/ OFFERER CODE ___ FACILITY CODE: ___<br><br>TELEPHONE NUMBER | 18a. PAYMENT WILL BE MADE BY CODE: |
| ☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM |

| 19. ITEM NUMBER | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | See Schedule<br>(Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

| | |
|---|---|
| 25. ACCOUNTING AND APPROPRIATION DATA<br>See Section G - Contract Administration Data | 26. TOTAL AWARD AMOUNT (For Government Use Only) |

☒ 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 ☒ 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: See Schedule |
| 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 |

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PREVIOUS EDITION IS NOT USABLE

**STANDARD FORM 1449 (REV. 11/2021)**
Prescribed by GSA - FAR (48 CFR) 53.212

Created On:
24 Jul 2026, 17:58 PM Central European Summer Time

# Solicitation/Contract Form

Human Performance Optimization (HPO) Services

Certified Strength/Conditioning Specialist (CSCS), Licensed Clinical Social Worker (LCSW), Physical Therapist (PT), Operational Psychologist (OP), and Training and Travel for the 435th Air Ground Operations Wing (AGOW).
Product Service Code: Q201

# Supplies or Services & Prices or Costs

**Additional Information/Notes**

The Government's objective is to award the IDIQ prior to the start date of 17 September 2026; however, the Government may require a later start due to end of fiscal year constraints. In this case, the Government reserves the right to adjust the IDIQ's ordering period accordingly (along with any affected clauses), including beginning performance/ordering after 1 October 2027.

Since this requirement is being resolicited, previously submitted PPQs in response to the previous solicitation will remain valid; however, updated PPQs to align with the new PWS will also be accepted, evaluated, and will take precedence over the previously submitted ones as long as the updated PPQs comply with the solicitation requirements, including content and submission procedures.

*If still interested in the requirement, each vendor that provided offers in response to the previous solicitation shall contact the CO and either advise 1) that the originally submitted quote (with all attachments) is still valid and shall be used for the Government's evaluation or 2) will be replaced by a new quote (with all attachments) that will be submitted before the solicitation due date. If no response is received, the vendor may be ineligible for award.

| Item | Supplies / Services | Estimated Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Certified Strength & Conditioning Specialist IAW Attachment 1, Performance Work Statement (PWS) dated 21 July 2026<br><br>Not to Exceed: 3 positions per Yr<br><br>Ordering Period: 17 September 2026 - 16 September 2031<br><br>Product Service Code: Q201<br>Pricing Arrangement: Firm Fixed Price | 3 | Each | | |
| 0002 | Licensed Clinical Social Worker (LCSW) IAW Attachment 1, Performance Work Statement (PWS) dated 21 July 2026<br><br>Not to Exceed: 1 position per Yr<br><br>Ordering Period: 17 September 2026 - 16 September 2031<br><br>Product Service Code: Q201<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0003 | Physical Therapist - Specialized IAW Attachment 1, PWS dated 21 July 2026<br><br>Not to Exceed: 2 positions pr Yr<br><br>Ordering Period: 17 September 2026 - 16 September 2031<br><br>Product Service Code: Q201<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |
| 0004 | Operational Psychologist IAW Attachment 1, PWS dated 21 July 2026<br><br>Not to Exceed: 1 position pr Yr<br><br>Ordering Period: 17 September 2026 | 1 | Each | | |

| | | | | | |
|---|---|---|---|---|---|
| | - 16 September 2031<br><br>Product Service Code: Q201<br>Pricing Arrangement: Firm Fixed Price | | | | |
| 0005 | Training & Travel IAW Attachment 1, PWS dated 21 July 2026<br><br>Not to Exceed CLIN that will be billed upon occurrence.<br><br>Ordering Period: 17 September 2026 - 16 September 2031<br><br>Product Service Code: Q201<br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | Not to Exceed | |

# Description/Specifications/Statement of Work

**Requirements**

435th AGOW HPO Services

# Packaging and Marking

# Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F3N605<br>CountryCode: USA<br><br>F3N605 435 AGOW IG<br>AF BPN NO MILSBILLS PROCESS, UNIT 3200 BOX 320<br>APO, AE 09094-0320<br>UNITED STATES<br><br>Pedro Malachi<br>Email: pedro.malachi@us.af.mil<br>Telephone: 3144800869 |
| 0002 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F3N605<br>CountryCode: USA<br><br>F3N605 435 AGOW IG<br>AF BPN NO MILSBILLS PROCESS, UNIT 3200 BOX 320<br>APO, AE 09094-0320<br>UNITED STATES<br><br>Pedro Malachi<br>Email: pedro.malachi@us.af.mil<br>Telephone: 3144800869 |
| 0003 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F3N605<br>CountryCode: USA<br><br>F3N605 435 AGOW IG<br>AF BPN NO MILSBILLS PROCESS, UNIT 3200 BOX 320<br>APO, AE 09094-0320<br>UNITED STATES<br><br>Pedro Malachi<br>Email: pedro.malachi@us.af.mil<br>Telephone: 3144800869 |
| 0004 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F3N605<br>CountryCode: USA<br><br>F3N605 435 AGOW IG<br>AF BPN NO MILSBILLS PROCESS, UNIT 3200 BOX 320<br>APO, AE 09094-0320<br>UNITED STATES<br><br>Pedro Malachi |

| | |
|---|---|
| | Email: pedro.malachi@us.af.mil<br>Telephone: 3144800869 |
| 0005 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F3N605<br>CountryCode: USA<br><br>F3N605 435 AGOW IG<br>AF BPN NO MILSBILLS PROCESS, UNIT 3200 BOX 320<br>APO, AE 09094-0320<br>UNITED STATES<br><br>Pedro Malachi<br>Email: pedro.malachi@us.af.mil<br>Telephone: 3144800869 |

# Deliveries or Performance

| Line Item | Delivery Schedule | Estimated Quantity | Address and POC |
|---|---|---|---|
| 0001 | Delivery Period<br>From 17 Sep 2026 to 16 Sep 2031<br><br>Ordering Period<br>From<br>17 Sep 2026<br>To<br>16 Sep 2031 | 3 Each | Place of Performance<br>DoDAAC: F3N605<br>CountryCode: USA<br>F3N605 435 AGOW IG<br>AF BPN NO MILSBILLS PROCESS, UNIT 3200 BOX 320<br>APO, AE 09094-0320<br>UNITED STATES<br><br>Pedro Malachi<br>Email: pedro.malachi@us.af.mil<br>Telephone: 3144800869 |
| | Additional Descriptive Data:<br><br>Place of Performance will be at Ramstein Air Base and Vilseck Barracks, Germany | | |
| 0002 | Delivery Period<br>From 17 Sep 2026 to 16 Sep 2031<br><br>Ordering Period<br>From<br>17 Sep 2026<br>To<br>16 Sep 2031 | 1 Each | Place of Performance<br>DoDAAC: F3N605<br>CountryCode: USA<br>F3N605 435 AGOW IG<br>AF BPN NO MILSBILLS PROCESS, UNIT 3200 BOX 320<br>APO, AE 09094-0320<br>UNITED STATES<br><br>Pedro Malachi<br>Email: pedro.malachi@us.af.mil<br>Telephone: 3144800869 |
| | Additional Descriptive Data:<br><br>Place of Performance will be at Ramstein Air Base and Vilseck Barracks, Germany | | |
| 0003 | Delivery Period<br>From 17 Sep 2026 to 16 Sep 2031<br><br>Ordering Period<br>From<br>17 Sep 2026<br>To<br>16 Sep 2031 | 2 Each | Place of Performance<br>DoDAAC: F3N605<br>CountryCode: USA<br>F3N605 435 AGOW IG<br>AF BPN NO MILSBILLS PROCESS, UNIT 3200 BOX 320<br>APO, AE 09094-0320<br>UNITED STATES<br><br>Pedro Malachi<br>Email: pedro.malachi@us.af.mil<br>Telephone: 3144800869 |
| | | | |

| | | | |
|---|---|---|---|
| | Additional Descriptive Data:<br><br>Place of Performance will be at Ramstein Air Base and Vilseck Barracks, Germany | | |
| 0004 | Delivery Period<br>From 17 Sep 2026 to 16 Sep 2031<br><br>Ordering Period<br>From<br>17 Sep 2026<br>To<br>16 Sep 2031 | 1 Each | Place of Performance<br>DoDAAC: F3N605<br>CountryCode: USA<br>F3N605 435 AGOW IG<br>AF BPN NO MILSBILLS PROCESS, UNIT 3200 BOX 320<br>APO, AE 09094-0320<br>UNITED STATES<br><br>Pedro Malachi<br>Email: pedro.malachi@us.af.mil<br>Telephone: 3144800869 |
| | Additional Descriptive Data:<br><br>Place of Performance will be at Ramstein Air Base and Vilseck Barracks, Germany | | |
| 0005 | Delivery Period<br>From 17 Sep 2026 to 16 Sep 2031<br><br>Ordering Period<br>From<br>17 Sep 2026<br>To<br>16 Sep 2031 | 1 Lot | Place of Performance<br>DoDAAC: F3N605<br>CountryCode: USA<br>F3N605 435 AGOW IG<br>AF BPN NO MILSBILLS PROCESS, UNIT 3200 BOX 320<br>APO, AE 09094-0320<br>UNITED STATES<br><br>Pedro Malachi<br>Email: pedro.malachi@us.af.mil<br>Telephone: 3144800869 |
| | Additional Descriptive Data:<br><br>Place of Performance will be at Ramstein Air Base and Vilseck Barracks, Germany | | |

# Contract Administration Data

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018 | | |
| 252.232-7008 | Assignment of Claims (Overseas). | Jun 1997 | | |

## DFARS Clauses Incorporated by Full Text

**252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)**

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.

____

(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 | ____ |
| Issue By DoDAAC | ____ |
| Admin DoDAAC | ____ |
| Inspect By DoDAAC | ____ |
| Ship To Code | ____ |
| Ship From Code | ____ |
| Mark For Code | ____ |
| Service Approver (DoDAAC) | ____ |
| Service Acceptor (DoDAAC) | ____ |
| 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.

____

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

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

(End of clause)

# Special Contract Requirements

# Contract Clauses

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-3 | Gratuities. | Apr 1984 | | |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. | Jun 2020 | | |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. (Alternate I) | Jun 2020 | Alternate I | Nov 2021 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 | | |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation) | Feb 2026 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation) | Feb 2026 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation) | Feb 2026 | | |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation) | Feb 2026 | | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation) | Feb 2026 | | |
| 52.212-4 | Terms and Conditions-Commercial Products and Commercial Services. (Deviation) | Feb 2026 | | |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation) | Feb 2026 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation) | Feb 2026 | | |
| 52.222-53 | Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (Deviation) | Feb 2026 | | |
| 52.223-5 | Pollution Prevention and Right-to-Know Information. | May 2024 | | |
| 52.224-3 | Privacy Training. | Jan 2017 | | |
| 52.224-3 | Privacy Training. (Alternate I) | Jan 2017 | Alternate I | Jan 2017 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2024 | | |
| 52.229-12 | Tax on Certain Foreign Procurements. | Feb 2021 | | |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | Mar 2023 | | |
| 52.233-3 | Protest after Award. (Deviation) | Feb 2026 | | |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation) | Feb 2026 | | |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation) | Feb 2026 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation) | Feb 2026 | | |

## 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. | Sep 2011 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | Dec 2022 | | |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | Jan 2023 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1) | May 2024 | Deviation 2024-O0013 | May 2024 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Jan 2023 | | |
| 252.204-7022 | Expediting Contract Closeout. | May 2021 | | |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders. | Oct 2024 | | |
| 252.222-7002 | Compliance with Local Labor Laws (Overseas). | Jun 1997 | | |
| 252.225-7005 | Identification of Expenditures in the United States . | Jun 2005 | | |
| 252.225-7012 | Preference for Certain Domestic Commodities. | Apr 2022 | | |
| 252.225-7041 | Correspondence in English. | Jun 1997 | | |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | Jan 2023 | | |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | Jun 2023 | | |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. | Jan 2023 | | |
| 252.229-7014 | Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements. | Oct 2022 | | |
| 252.232-7010 | Levies on Contract Payments. | Dec 2006 | | |
| 252.233-7001 | Choice of Law (Overseas). | Jun 1997 | | |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel. | Jan 2023 | | |
| 252.243-7002 | Requests for Equitable Adjustment. | Dec 2022 | | |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services. | Nov 2023 | | |
| 252.247-7023 | Transportation of Supplies by Sea. | Oct 2024 | | |

## FAR Clauses Incorporated by Full Text

**52.216-18 Ordering. (Aug 2020)**

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 17 September 2026 through 16 September 2031.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

**52.216-19 Order Limitations. (Oct 1995)**

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $750,000;

(2) Any order for a combination of items in excess of $1,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-22 Indefinite Quantity. (Deviation) (Feb 2026)**

Indefinite Quantity (Feb 2026) (Deviation)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract

shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 16 March 2032.

(End of clause)

**52.217-8 Option to Extend Services. (Nov 1999)**

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract. (Mar 2000)**

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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 66 months.

(End of clause)

## DFARS Clauses Incorporated by Full Text

**252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (Jun 2015)**

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. " United States ," as used in this clause, means, the 50 States, the District of Columbia , and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from ____(Contracting Officer to insert applicable information cited in PGI 225.372-1 (DFARS/PGI view)).

(End of clause)

**252.229-7001 Tax Relief. (Alternate I)** **(Apr 2020)** **Alternate I (Apr 2020)**

*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: Value Added Tax (VAT) | RATE (PERCENTAGE): *19%* |

(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.** **(Apr 2014)**

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)

## Supplemental Clauses Incorporated by Full Text

**5352.201-9101 USAFE Ombudsman (Jul 2023)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman,

Mr. Alex Hight
AFICC/KU, UNIT 3103, APO, AE 09094-3103
AFICC/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany
E-mail: alex.hight@us.af.mil
Tel: Comm: (49) 6371-47-2209 DSN: (314)480-2209

Alternate: Mr. Alexander Larsen
AFICC/KU, UNIT 3103, APO, AE 09094-3103
AFICC/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany
E-mail: alexander.larsen.1@us.af.mil
Tel: Comm: (49) 6371-47-5938 DSN: (314)480-5938

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

**5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (Jun 2024)**

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

(b) For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Department of the Air Force definition of a Class I ODS.]

(End of clause)

**5352.223-9001 Health and Safety on Government Installations (Jul 2023)**

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

**5352.242-9000 Contractor Access to Air Force Installations (Jun 2024)**

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and <<1> >to obtain a vehicle pass.

SPECIFICACCESS REQUIREMENTS FOR CONTRACTS PERFORMED IN GERMANY RESIDENT OF EUROPEANUNION OR NATO-MEMBER (i.e., contractor and contractor employee):
Due to the Installation Access Control System (IACS), the 577 card holder in the requiring activity, receiving services, will be responsible for completing and ensuring the pass applicant has all of the required documents to obtain an Installation Pass (IP).
BASEACCESS FOR CONTRACTS WITH A PERFORMANCE PERIOD OF MORE THAN 90 DAYS:
Mandatory Installation access procedures apply when contractors require access under this contract at least three (3) times per week for a period of at least 90 days in a 12-months period.
NOTE: Additional forms or updated versions of the forms listed below may be issued by the U.S. Government. The contractor is required to complete all forms as directed by the Contracting Officer Representative issued in addition to or replacing the below:
1.Procedures to receive an Installation Pass (IP) are as follows:
Required Documents, please see Performance Work Statement for submission deadline:
a. 17-pagequestionnaire AE 604-1B must be completed entirely (addresses, phone numbers, zip codes etc.)
b. Original copy of Passport/Reisepass/Personalausweis
c. Original and copy of PGCC (Police Good Conduct Certificate)/(Fuehrungszeugnis), not older than one year or Security clearance(if applicable) obtained at the local court house; if the PGCC is not being obtained in Germany, a German or English translation, notarized by a public agency, has to be provided with the original certificate
d. Copy of Work Permit/Arbeitserlaubnis
e. Copy of DoD awarded contract showing performance period and location(s) access
f. AE FORM190-16E Data Protection
g. AE FORM190-16K Passholder Responsibilities Acknowledgement
h. AEFORM190-16A Application for Installation Access
END OFACCESS PROCEDURES GERMANY

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with *<<2>>* citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS) for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFMAN 10-206 for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time. To update information, personnel can access the globe icon on their system desktop screens and choose the "Access Self-Service" option.

(g) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

**5352.242-9001 Common Access Cards (CAC) for Contractor Personnel (Jul 2023)**

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

# List of Attachments

Attachment 1 - Performance Work Statement (PWS)

Attachment 2 - Pricing Worksheet

Attachment 3 - Past Performance Questionnaire (PPQ)

Attachment 4 - DD 254

# Representations, Certification, & Other Statements

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. | Sep 2024 | | |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation) | Feb 2026 | | |

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | Sep 2022 | | |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls. | Oct 2016 | | |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | May 2022 | | |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | Jun 2023 | | |

## FAR Clauses Incorporated by Full Text

**52.209-7 Information Regarding Responsibility Matters. (Deviation) (Feb 2026)**

Information Regarding Responsibility Matters (Feb 2026) (Deviation)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

**52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification. (Deviation) (Feb 2026)**

Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification (Feb 2026) (Deviation)

(a) The offeror must check the following certification:

Certification

The offeror [ ] does [ ] does not certify that-

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1002-1(f)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror must notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

**52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)**

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.

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 would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet 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 shall 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 Internal Revenue Service (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)

## DFARS Clauses Incorporated by Full Text

**252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)**

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 [ ] 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)

# Instructions, Conditions, & Notices to Offerors or Quoters

The 700th Contracting Squadron (700 CONS) at Ramstein Air Base (AB), Germany is contemplating an award for a Firm-Fixed Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) contract (a subset of an Indefinite-Delivery Contract--see RFO 16.504) to perform Human Performance Optimization (HPO) Services from 17 September 2026 through 16 September 2031. FFP task orders (TOs) will be issued off the base contract. The Scope of Work is defined in the attached Performance Work Statement (PWS). This is a commercial service purchase using Revolutionary Federal Acquisition Regulation Overhaul (RFO) part 12 procedures. The following information, as required per RFO 12.202(b) applies.

(i) This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with RFO part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation number FA561326Q0006 is issued as a Request for Quotation (RFQ) for Human Performance Optimization (HPO) Services

This acquisition is not set aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

(ii) CLIN Description:
0001 - Certified Strength & Conditioning Coach (CSCC)

0002 - Licensed Clinical Social Worker (LCSW)

0003 - Physical Therapist - Specialized (PT)

0004 - Operational Psychologist (OP)

0005 - Training & Travel (NTE)

See Attachment 1 - Performance Work Statement for more detail and Attachment 2 - Pricing Worksheet for Minimum and Maximum Quantities.

(iii) CLIN Description:

## 0001 - Certified Strength & Conditioning Coach (CSCC)

## 0002 - Licensed Clinical Social Worker (LCSW)

## 0003 - Physical Therapist - Specialized (PT)

## 0004 - Operational Psychologist (OP)

## 0005 - Training & Travel (NTE)

See Attachment 1, Performance Work Statement for more detail.

(iv) The Government desires FOB Destination to Ramstein AB, Germany, by 17 September 2026.

(v) & (vi) See SF 1449

(vii) See SF 1449

## *The Government may order a maximum of 35 positions under this contract *

ADDENDUM TO RFO 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services (Deviation 2026-O0038):
(e) is hereby tailored to read as follows:
To ensure timely and equitable evaluation of offers, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being ineligible for award. Multiple pricing offers will NOT be accepted.
Each Offeror shall submit offers electronically to the email box of Contracting Officer, Carleen Clinger at carleen.clinger@us.af.mil. The quotes (via email) shall be submitted no later than the required submission due date and time in accordance with (IAW) the paragraphs below. The Government is only in receipt of the quotes when the above Point of Contacts (POCs) can open the quotes within their email inboxes. It is the offeror's responsibility to follow up and ensure the POCs have received the quotes and can open/read any attachments. If the quotes are not received in the POCs' email inboxes or cannot be opened/read by date and time, then the offeror's quote will be deemed late and may not be considered.

Failure to provide the items listed above and below may render your submission incomplete. Incomplete submissions may not be evaluated. Complete submissions will be evaluated in accordance with the Basis of Award.

**QUOTATION PREPARATION INSTRUCTIONS**

Offerors submitting a quote in response to this solicitation shall submit a technical volume (Volume I), past performance volume (Volume II), and a pricing worksheet (Volume III). All quote information shall be submitted in either MS Word or PDF format with 12-point font except for Volume III, Pricing Worksheet. Pricing information shall be submitted in MS Excel format only (Volume III, Pricing Worksheet). Each volume shall be submitted as a separately labeled electronic file.

Offerors must ensure that pricing information is only included in Volume III. All unit and extended prices provided shall be rounded to the nearest US Dollar (USD) or Euro. IAW RFO 25.1002(b), to ensure a fair evaluation of offers, solicitations generally should require all offers to be priced in the same currency (USD). However, if the solicitation permits submission of offers in other than a specified currency (Euro), the contracting officer must convert the offered prices to U.S. currency for evaluation purposes. The contracting officer must use the current market exchange rate from a commonly used source (will be the exchange rate from the European Central Bank website) in effect on the date specified for receipt of offers. Extended prices must be divisible by the number of units proposed with no fractional cents. Note that only US-based vendors will be paid in USD and shall only submit quotes in USD. Likewise, any non-US-based vendors will be paid in their respective country's currency and shall only submit quotes in their home country's currency. Prices must be without value added tax (VAT) (Mehrwertsteuer). The quote must address any discount payment terms that will be offered.

All electronic submissions shall reference the complete solicitation number in the subject line.

**VOLUME REFERENCE TITLE MAXIMUM LENGTHS**

I Technical Capability 8 pages

II Past Performance 4 PPQs

III Price N/A (Complete Attachment 2, Pricing Worksheet)

The above page limitations shall be treated as maximums (including any cover pages AND Table of Contents if added). If exceeded, the excess pages will not be read or considered in the Government's evaluation of the offer and may render the quote ineligible for award.

Volume I - Technical Capability - The Technical Capability should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the factors' measures of merit defined in Addendum to 52.212-2: Basis of Award. Provide as specifically as possible the actual methodology you would use for accomplishing/satisfying the factor. Address your solution for meeting or exceeding the Government's minimum performance or capability requirements of each factor, as they apply to the PWS. All the requirements specified in the solicitation are mandatory. By your quote submission, you are representing that your firm will perform all the requirements specified in the solicitation. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

The offeror shall submit a technical proposal (Not to Exceed 8 Pages), with the following sub-factors:

Sub-factor 1: Management Approach (including approach to staffing). The offeror shall submit a document, limited to 3 pages, outlining their management approach to satisfy the requirements in the PWS. This document shall outline the plan to fill positions to maintain an adequate workforce for uninterrupted performance of all tasks defined in the PWS (including the maximum number of positions per year) and to provide support and assistance to employees in the local area, once positions are filled. The plan shall also clearly outline the hiring process, onboarding process, and turn-over process, to include turn-over amongst contractor employees throughout the duration of the contract.

Sub-factor 2: Accreditations/Certifications: The offeror shall submit evidence of having obtained an accreditation for each position listed in the PWS, excluding the program manager. *Submitting credential documentation for individuals proposed for each position may be rated more favorably than submission of representative evidence of the offeror's ability to meet the qualification requirements of the PWS*.

Volume II - Past Performance - Offerors shall provide a listing of up to four (4) references of recent and relevant contracts with their offer (utilizing Attachment 3, Past Performance Questionnaire (PPQ)). If the offer uses a contract with task orders, one (1) task order is considered one contract for the purpose of Past Performance evaluation. Recent is defined as being performed within the last five (5) years from date of solicitation for a minimum of one (1) year period of performance (PoP). Relevant is defined as similar type of work and major tasks as contained in this requirement for comparable HPO services.

Each Past Performance Reference should include:

(A) Name of commercial customer or contracting activity

(B) Point of Contact (POC) name, valid phone number and valid email address

(C) Contract title/Contract identification number

(D) Place of Performance

(E) Annual Contract Value/Amount (Euro/USD) and Total Contract Value/Amount (Euro/USD)

(F) Period of Performance

(G) Description of Requirement (including of service & duties performed)

The offeror shall send the past performance questionnaire(s) at Attachment 3 to the POC of the commercial customer and/or contracting activity for completion. Upon completion of the questionnaires, the questionnaires shall be returned directly from the referenced commercial customer and/or contracting activity by email to carleen.clinger@us.af.mil. Offerors are responsible for ensuring that their reference sources receive, complete, and return the questionnaires directly to the 700 CONS POCs by the due date for receipt of quotations. Any questionnaires received after the due date for receipt of quotations or questionnaires sent from the offeror to the 700 CONS POCs will not be considered.

Volume III - Price Quote - Submit complete Pricing Worksheet. The Offeror shall submit pricing information to support the completeness, balanced, and reasonableness of their proposed prices for all CLINs. The pricing information submitted should fully support the PWS requirements for each position specified in the PWS. This Volume shall

only include completion of the Pricing Worksheet (Attachment 2). Incomplete pricing may result in a quotation no longer being considered for award. All CLINs need to be proposed on. No partial quotations will be accepted.

Point of Contacts: The POCs for this acquisition are Contracting Officer, TSgt Carleen Clinger who can be reached by email at carleen.clinger@us.af.mil. Any questions regarding this solicitation must be submitted by email to the POCs above by 3:00 p.m. CEST Friday, 31 July 2026. Questions will be consolidated, and responses will be provided to all Offerors via the Government-Wide Point of Entry (GPE). The Government reserves the right to not answer any questions received after the submission date and time. Offerors shall address any assumptions and proposed exceptions to the Contracting Officer (CO) in their quote.

*See Section M for Evaluation Process under RFO Clause 52.212-2 Evaluation-Commercial Products and Commercial Services (DEVIATION)*

## FAR Clauses 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. | Jan 2017 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation) | Feb 2026 | | |
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation) | Feb 2026 | | |

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements. | Nov 2023 | | |
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | Mar 2023 | | |
| 252.215-7010 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. | May 2024 | | |

## FAR Clauses Incorporated by Full Text

**52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation) (Feb 2026)**

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[ ] Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

## DFARS Clauses Incorporated by Full Text

**252.215-7008 Only One Offer. (Dec 2022)**

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 Factors for Award

RFO Clause 52.212-2 Evaluation-Commercial Products and Commercial Services. (Feb 2026)(DEVATION)
(a) 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 shall be used to evaluate offers (in order of importance):
(i) technical capability of the services offered to meet the Government's requirement.
(ii) price
(iii) past performance

(b) Options. 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. Evaluation of options shall not obligate the Government to exercise the option(s).
(c) A written notice of award or acceptance of an offer, mailed or otherwise 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 RFO Clause 52.212-2, Evaluation-Commercial Products and Commercial Services (Feb 2026)(DEVATION)

BASIS FOR CONTRACT AWARD:
(d) This is a competitive simplified acquisition selection for a Firm-Fixed-Price (FFP) 5-year Indefinite Delivery Indefinite Quantity (IDIQ) contract conducted IAW Revolutionary Federal Acquisition Regulation Overhaul (RFO) part 12. The Government will select the best offer which conforms to the solicitation requirements (to include all stated terms, conditions, representations, certifications, and all other information required by the submission instructions), and is judged, based on the evaluation factors to represent the best value to the Government IAW RFO 12.602(c). The Government seeks to award to the offeror who provides the best value in fulfilling the requirement. This may result in an award to a better value, higher priced offeror, where the decision is consistent with the evaluation factors, and the Government reasonably determines that technical capability and past performance of the higher priced offeror outweighs the price difference. The Government will review all documents for compliance and will conduct comparative evaluations of offers to determine best value. The Government reserves the right to award a contract to other than the lowest priced offer if a higher rated offeror represents overall best value to the Government.

The Government intends to evaluate offers and make award without quote revisions or clarifications with offerors. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to ask clarifying questions regarding a vendor's quote in order to determine a technical, past performance, or price rating. The Government may ask these questions either orally or in writing, and may issue questions to some, none, or all Offerors. The Government also reserves the right to request quote revisions from some, none, or all Offerors if it is determined to be in the best interest of the Government.

The following factors (correlating to the respective volume) shall be used to evaluate each offer:

Volume I: Under this factor, the Government will evaluate the Offeror's proposed technical capability based on the written documentation submitted in accordance with the Addendum to RFO Clause 52.212-1, Instructions to Offerors. During evaluation of each quote, the Government will assign a rating, as shown below, to identify an offeror's ability to accomplish this factor including its two (2) subfactors. Offerors will be scored by the following adjectival ratings for the overall Technical Capability factor:

TABLE A - Technical Capability Ratings

Rating Description

Outstanding; Demonstrates an exceptional approach and understanding of the requirements, contains multiple strengths and/or at least one significant strength.
Good; Demonstrates a thorough approach and understanding of the requirements and contains at least one strength or significant strength.
Acceptable; Demonstrates an adequate approach and understanding of the requirements
Marginal; Does not demonstrate an adequate approach and understanding of the requirements and contains one (1) deficiency.
Unacceptable; Does not meet the requirements of the solicitation and thus is ineligible for award and contains more than one (1) deficiency.

Volume II: Past Performance - Under this factor, the Government will evaluate the Offeror's Past Performance based on the following four (4) criteria: Recency (within the last five (5) years) from the date of solicitation), Relevancy (same or similar scope of work), Quality (how well the offeror performed on past contracts), and Place of

Performance (experience managing an overseas workforce). Each Past Performance Questionnaire (PPQ) received will be evaluated based on the above four (4) criteria. Once all PPQs have been evaluated, a overall performance confidence assessment rating will be assigned.

Table B - Performance Confidence Assessment Ratings
Rating Description
Substantial Confidence; Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence; Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence; No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence; Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence; Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
*A higher Performance Confidence Assessment Rating may be viewed more favorably than a lower Performance Confidence Assessment Rating*

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown (or "neutral") past performance.
The Government will utilize the submitted PPQs to make its evaluation; however, the Government also reserves the right to obtain information relative to present and past performance on its own from sources available to the Government. The quality of an Offeror's past performance may be reviewed and evaluated through the use of systems such as the Contract Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS) via System for Award Management (SAM), Electronic Subcontract Reporting System (eSRS), questionnaires tailored to the circumstances of this acquisition, or other sources or databases known to the Government. Interviews may be conducted with Program Managers, Contracting Officers, Fee Determining Officials, Defense Contract Management Agency or other sources known to the Government. *When a completed PPQ is inconsistent with the Contractor Performance Assessment Report (CPAR) rating, the CPARS report will take precedence. * The Contractor may submit CPARS reports instead of PPQs (quantity limitation still applies).

Volume III: Under this factor, the Government will evaluate the Offeror's price based on the following:
1. Offers will be evaluated for (i) Total Evaluated Price (TEP), (ii) completeness, (iii) reasonableness and (iv) unbalanced pricing. Offerors whose price is determined to be incomplete, unbalanced, or unreasonable will not be considered for award.
2. The Initial TEP (I-TEP) will be calculated as the sum of the Offeror's proposed prices (for all CLINs on the Pricing Worksheet) for all five ordering years inclusive of a six-month Option to Extend Services. The six-month extension of services is IAW RFO Clause 52.217-8, "Option to Extend Services" and will be utilized if necessary. The six-month extension of services is not to be considered part of Ordering Year 5 and will be a separate option exercised if it is utilized. Offerors will not be required to submit pricing for the six-month extension of services. The 6-month Option to Extend Services will be calculated by dividing the proposed total of the Ordering Year 5 by two. Evaluation of options or optional CLINs shall not obligate the Government to exercise such options or optional CLINs. If no changes are needed to the price proposal after the initial evaluation, the I-TEP will be considered the Final TEP (F-TEP). After any revisions (if needed) the Government will evaluate the F-TEP to be calculated as the sum of the Offeror's updated proposed prices for all five ordering years inclusive of a six-month Option to Extend Services.

(a) Completeness: Pricing will be reviewed to determine if all price information requested by the Solicitation Package has been submitted. *The Government may reject an offer if the pricing worksheet does not include normal costs associated with doing business in Germany such as permits/licenses, wages, and insurance.*
(b) Reasonableness: For a price to be reasonable, it must represent a price to the Government that a reasonably prudent person would expect to pay in the conduct of competitive business for the same or similar service. The Government will determine prices fair and reasonable through the use of one or more of the price analysis techniques at RFO 12.204.
(c) Unbalanced pricing. Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high or low prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one (1) or more contract line items is significantly over or understated. The Government shall analyze offers to determine whether they are unbalanced with respect to separately priced line items. An offer that is determined to be unbalanced may be rejected if the Contracting Officer (CO) determines that the lack of balance poses an unacceptable risk to the Government.

## FAR Clauses Incorporated by Full Text

**52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation) (Feb 2026)**

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

(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.]

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(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)