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
	35

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			HQC01026QE013	01 Jul 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Cindy-Sabrina Bourgeois	496313523224	13 Jul 2026 03:00 PM

9. ISSUED BY CODE HQC010

DEFENSE COMMISSARY AGENCY- EUR AREA
CONTRACTING OFFICE, NON-RESALE, UNIT 3060, BLDG 2780 KAPAUN AIR STA
APO, AE 09021
UNITED STATES
Cindy-Sabrina Bourgeois, Email: cindy-sabrina.bourgeois.de@deca.mil Telephone: 496313523224

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310

SIZE STANDARD: USD 12,000,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA
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

Solicitation/Contract Form

Italy Maintenance Contract

Product Service Code: Z1JZ

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Estimated Quantity	Unit	Unit Price	Amount
0001	PREVENTIVE MAINTENANCE (PM) Preventive Maintenance of facilities and equipment for the DeCA-Europe Commissaries in Italy in accordance with the Performance Work Statement (PWS). See price Exhibit A for Exhibit Line Item (ELIN) list and pricing. NOTE: The unit prices shall be fixed throughout the life of the contract. Sub-contractor work shall be priced/paid at the unit price(s) not exceeding the established unit prices in the Exhibit. The prices shall include all costs associated with the performance of the contract. 1ST YEAR ORDERING PERIOD: 15 AUGUST 2026 - 14 AUGUST 2027 Prices shall be provided in accordance with the Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Items				
0001AA	Preventive Maintenance (PM) of Facilities and Equipment for the DeCA-Europe Commissaries in Italy in accordance with the PWS. Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price	1	Each		
0002	REPAIR SERVICES Capacity for Unscheduled Maintenance, Emergency Maintenance, and Repair by Replacement at the DeCA-Europe Commissaries in Italy in accordance with the Performance Work Statement (PWS). See price Exhibit B for Exhibit Line Item (ELIN) list and pricing. NOTE: The labor rates shall be fully loaded to include profit and all costs associated with the performance of the contract. The labor rates and proposed material handling percent rate(s) shall be fixed throughout the life of the contract. Sub-contractor work shall be priced/paid at the rate not exceeding the established hourly rates in the Exhibit. 1ST YEAR ORDERING PERIOD: 15 AUGUST 2026 - 14 AUGUST 2027 Prices shall be provided in accordance with the Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Items				
	Repair Services (UM & EM) - Capacity for Unscheduled				

0002AA	Maintenance (UM) and Emergency Maintenance (EM) for the DeCA-Europe Commissaries in Italy in accordance with the PWS. See price Exhibit B - Exhibit Line Item (ELIN) B001AA through B004AC Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price	1	Each		
0002AB	Repair Services (Repair by Replacement) - Capacity for Repair by Replacements for the DeCA-Europe Commissaries in Italy in accordance with the PWS. NOTE: Repairs by replacement will be ordered via a separate Task Order when the Government determines there is a need and the work is within the scope of the contract. See price Exhibit B - Exhibit Line Item (ELIN) B004AD Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price	450,000	Each		
1001	PREVENTIVE MAINTENANCE (PM) Preventive Maintenance of facilities and equipment for the DeCA-Europe Commissaries in Italy in accordance with the Performance Work Statement (PWS). See price Exhibit C for Exhibit Line Item (ELIN) list and pricing. NOTE: The unit prices shall be fixed throughout the life of the contract. Sub-contractor work shall be priced/paid at the unit price(s) not exceeding the established unit prices in the Exhibit. The prices shall include all costs associated with the performance of the contract. 2ND YEAR ORDERING PERIOD: 15 AUGUST 2027 - 14 AUGUST 2028 Prices shall be provided in accordance with the Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Items				
1001AA	Preventive Maintenance (PM) of Facilities and Equipment for the DeCA-Europe Commissaries in Italy in accordance with the PWS. Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price	1	Each		
	REPAIR SERVICES Capacity for Unscheduled Maintenance, Emergency Maintenance, and Repair by Replacement at the DeCA-Europe Commissaries in Italy in accordance with the Performance Work Statement (PWS). See price Exhibit D for Exhibit Line Item (ELIN) list and pricing. NOTE: The labor rates shall be fully loaded to include profit and all costs associated with the performance of the contract. The labor rates and proposed material handling percent rate(s)				

1002	shall be fixed throughout the life of the contract. Sub-contractor work shall be priced/paid at the rate not exceeding the established hourly rates in the Exhibit. 2ND YEAR ORDERING PERIOD: 15 AUGUST 2027 - 14 AUGUST 2028 Prices shall be provided in accordance with the Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Items				
1002AA	Repair Services (UM & EM) - Capacity for Unscheduled Maintenance (UM) and Emergency Maintenance (EM) for the DeCA-Europe Commissaries in Italy in accordance with the PWS. See price Exhibit D - Exhibit Line Item (ELIN) D001AA through D004AC Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price	1	Each		
1002AB	Repair Services (Repair by Replacement) - Capacity for Repair by Replacements for the DeCA-Europe Commissaries in Italy in accordance with the PWS. NOTE: Repairs by replacement will be ordered via a separate Task Order when the Government determines there is a need and the work is within the scope of the contract. See price Exhibit D - Exhibit Line Item (ELIN) D004AD. Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price	450,000	Each		
2001	PREVENTIVE MAINTENANCE (PM) Preventive Maintenance of facilities and equipment for the DeCA-Europe Commissaries in Italy in accordance with the Performance Work Statement (PWS). See price Exhibit E for Exhibit Line Item (ELIN) list and pricing. NOTE: The unit prices shall be fixed throughout the life of the contract. Sub-contractor work shall be priced/paid at the unit price(s) not exceeding the established unit prices in the Exhibit. The prices shall include all costs associated with the performance of the contract. 3RD YEAR ORDERING PERIOD: 15 AUGUST 2028 - 14 AUGUST 2029 Prices shall be provided in accordance with the Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Items				
2001AA	Preventive Maintenance (PM) of Facilities and Equipment for the DeCA-Europe Commissaries in Italy in accordance with the PWS.	1	Each		

	Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price				
2002	REPAIR SERVICES Capacity for Unscheduled Maintenance, Emergency Maintenance, and Repair by Replacement at the DeCA-Europe Commissaries in Italy in accordance with the Performance Work Statement (PWS). See price Exhibit F for Exhibit Line Item (ELIN) list and pricing. NOTE: The labor rates shall be fully loaded to include profit and all costs associated with the performance of the contract. The labor rates and proposed material handling percent rate(s) shall be fixed throughout the life of the contract. Sub-contractor work shall be priced/paid at the rate not exceeding the established hourly rates in the Exhibit. 3RD YEAR ORDERING PERIOD: 15 AUGUST 2028 - 14 AUGUST 2029 Prices shall be provided in accordance with the Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Items				
2002AA	Repair Services (UM & EM) - Capacity for Unscheduled Maintenance (UM) and Emergency Maintenance (EM) for the DeCA-Europe Commissaries in Italy in accordance with the PWS. See price Exhibit F - Exhibit Line Item (ELIN) F001AA through F004AC Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price	1	Each		
2002AB	Repair Services (Repair by Replacement) - Capacity for Repair by Replacements for the DeCA-Europe Commissaries in Italy in accordance with the PWS. NOTE: Repairs by replacement will be ordered via a separate Task Order when the Government determines there is a need and the work is within the scope of the contract. See price Exhibit F - Exhibit Line Item (ELIN) F004AD Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price	450,000	Each		
	PREVENTIVE MAINTENANCE (PM) Preventive Maintenance of facilities and equipment for the DeCA-Europe Commissaries in Italy in accordance with the Performance Work Statement (PWS). See price Exhibit G for Exhibit Line Item (ELIN) list and pricing. NOTE: The unit prices shall be fixed throughout the life of the contract. Sub-contractor work shall be priced/paid at the unit price(s) not exceeding the established unit				

3001	prices in the Exhibit. The prices shall include all costs associated with the performance of the contract. 4TH YEAR ORDERING PERIOD: 15 AUGUST 2029 - 14 AUGUST 2030 Prices shall be provided in accordance with the Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Items				
3001AA	Preventive Maintenance (PM) of Facilities and Equipment for the DeCA-Europe Commissaries in Italy in accordance with the PWS. Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price	1	Each		
3002	REPAIR SERVICES Capacity for Unscheduled Maintenance, Emergency Maintenance, and Repair by Replacement at the DeCA-Europe Commissaries in Italy in accordance with the Performance Work Statement (PWS). See price Exhibit H for Exhibit Line Item (ELIN) list and pricing. NOTE: The labor rates shall be fully loaded to include profit and all costs associated with the performance of the contract. The labor rates and proposed material handling percent rate(s) shall be fixed throughout the life of the contract. Sub-contractor work shall be priced/paid at the rate not exceeding the established hourly rates in the Exhibit. 4TH YEAR ORDERING PERIOD: 15 AUGUST 2029 - 14 AUGUST 2030 Prices shall be provided in accordance with the Addendum to FAR 52.212-1, Instructions to Offerors - Commercial Items				
3002AA	Repair Services (UM & EM) - Capacity for Unscheduled Maintenance (UM) and Emergency Maintenance (EM) for the DeCA-Europe Commissaries in Italy in accordance with the PWS. See price Exhibit H - Exhibit Line Item (ELIN) H001AA through H004AC Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price	1	Each		
3002AB	Repair Services (Repair by Replacement) - Capacity for Repair by Replacements for the DeCA-Europe Commissaries in Italy in accordance with the PWS. NOTE: Repairs by replacement will be ordered via a separate Task Order when the Government determines there is a need and the work is within the scope of the contract.	450,000	Each		

	See price Exhibit H - Exhibit Line Item (ELIN) H004AD Product Service Code: Z1JZ Pricing Arrangement: Firm Fixed Price				

Description/Specifications/Statement of Work

Requirements
Italy Facilities and Equipment Maintenance and Repair Services

Packaging and Marking

Inspection and Acceptance

DFARS Clauses Incorporated by Full Text

252.229-7003 Tax Exemptions (Italy). (Mar 2012)

TAX EXEMPTIONS (ITALY) (MAR 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy .

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972 .

(iii) The following fiscal code(s): N/A

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

> "I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972 ."

An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

Overall Contract Inspection/Acceptance Locations

0001AA	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano

	Email: michele.gargano.it@deca.mil Telephone: +491622961708
0002AA	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708
0002AB	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708
1001AA	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708
1002AA	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708
1002AB	Inspection and Acceptance Location Both Destination

	Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708
2001AA	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708
2002AA	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708
2002AB	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708
3001AA	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094

	UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708
3002AA	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708
3002AB	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: HQCE00 CountryCode: USA HQ DEFENSE COMMISSARY AGENCY EUROPE UNIT 3060, KAPAUN AIR STATION BLDG 2780 APO, AE 09094 UNITED STATES Michele Gargano Email: michele.gargano.it@deca.mil Telephone: +491622961708

Deliveries or Performance

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001AA	Period of Performance From 15 Aug 2026 To 14 Aug 2027	1 Each	
0002AA	Period of Performance From 15 Aug 2026 To 14 Aug 2027	1 Each	
0002AB	Period of Performance From 15 Aug 2026 To 14 Aug 2027	450,000 Each	
1001AA	Period of Performance From 15 Aug 2027 To 14 Aug 2028	1 Each	
1002AA	Period of Performance From 15 Aug 2027 To 14 Aug 2028	1 Each	
1002AB	Period of Performance From 15 Aug 2027 To 14 Aug 2028	450,000 Each	
2001AA	Period of Performance From 15 Aug 2028 To 14 Aug 2029	1 Each	
2002AA	Period of Performance From	1 Each	

	15 Aug 2028 To 14 Aug 2029		
2002AB	Period of Performance From 15 Aug 2028 To 14 Aug 2029	450,000 Each	
3001AA	Period of Performance From 15 Aug 2029 To 14 Aug 2030	1 Each	
3002AA	Period of Performance From 15 Aug 2029 To 14 Aug 2030	1 Each	
3002AB	Period of Performance From 15 Aug 2029 To 14 Aug 2030	450,000 Each	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.247-34	F.o.b. Destination.	Jan 1991		

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
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.

n/A

(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.

COMBO

(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.

(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	HQ0866
Issue By DoDAAC	HQC010
Admin DoDAAC	HQC010
Inspect By DoDAAC	HQCE00
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HQCE00
Service Acceptor (DoDAAC)	HQCE00
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

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. (Alternate I)	Jun 2020	Alternate I	Nov 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
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. (Deviation 2026-O0038)	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 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	Feb 2026	Deviation 2025-O0003	Mar 2025
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		

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
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7008	Restriction on Acquisition of Specialty Metals.	Mar 2013		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	Jan 2023		
252.225-7021	Trade Agreements.	Feb 2024		
252.225-7048	Export-Controlled Items.	Jun 2013		
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		
252.227-7015	Technical Data-Commercial Products and Commercial Services.	Jan 2025		
252.227-7037	Validation of Asserted Restrictions on Technical Data.	Jan 2025		
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		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea. (Alternate II)	Oct 2024	Alternate II	Oct 2024

FAR Clauses Incorporated by Full Text

52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

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

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

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

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

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(End of clause)

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 DATE OF CONTRACT AWRD through 48 MONTHS AFTER AWARD.

(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 150 Euro, 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 2,000,000 Euro;

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

(3) A series of orders from the same ordering office within 1 day 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 7 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 2026-O0038) (Feb 2026)

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(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 the task order expiration.

(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 prior to expiration of the contract ordering period.

(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 the period of performance of contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 54 months, including the possible exercise of an option under FAR 52.217-8.

(End of clause)

52.223-3 Hazardous Material Identification and Safety Data. (Deviation 2026-O0038) (Feb 2026)

HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2026) (DEVIATION 2026-O0038)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*)	Identification No.

_____	_____
___	___
___	___

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items. (May 2008)

Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

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

*Postconsumer material*means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to contracting officer representative.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year. (Apr 1984)

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond 14 August 2027. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 14 August 2027, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.223-7001 Hazard Warning Labels. (Dec 1991)

HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

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 Brian.Bullock@deca.mil (.)

(End of clause)

252.229-7001 Tax Relief. (Apr 2020)

TAX RELIEF-BASIC (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): ____*(Offeror insert)*

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Date
01	A.15.01.02.01 ATTACHMENT A Performance Work Statement	Performance Work Statement	08 JUNE 2026
02	A.15.01.02.02 ATTACHMENT B Price Evaluation EXHIBITS A-H	Price Evaluation EXHIBITS A-H	08 JUNE 2026
Number	**Appendix Name**	**Appendix Description**	**Date**
01	Appendix 1	Facilities Listing	25 MAY 2026
02	Appendix 2	LIST OF ITEMS THAT MAY REQUIRE REPAIR	25 MAY 2026
03	RESERVED		
04	Appendix 4	EMERGENCY REPAIR AUTHORIZATION PROCEDURE AND RESTRICED PROTOCOL PROCEDURES	25 MAY 2026
05	Appendix 5	5-1 INVENTORY LIST AND PREVENTIVE MAINTENANCE SCHEDULE (Example Form) 5-2 INSTRUCTIONS FOR MAINTENANCE CONTRACT INVENTORY COMPLETION (Example Format)	25 MAY 2026
06	Appendix 6	REFRIGERANT USE LOG	25 MAY 2026
07	Appendix 7	EXAMPLE INVENTORY TAG	25 MAY 2026
08	Appendix 8	REQUIRED REPORTING DATA (Example Form)	25 MAY 2026
09	RESERVED		
10	Appendix 10	CONTRACTOR WORK VERIFICATION LOG (sign in sheet)	25 MAY 2026
11	Appendix 11	DECA TEMPERATURE STANDARDS	25 MAY 2026

12	Appendix 12	DECA LIGHTING CRITERIA	25 MAY 2026
13	Appendix 13	SOMS OPEN ORDERS REPORT (Exceeding 35 Days)	25 MAY 2026
14	Appendix 14	EXAMPLES OF PREVENTIVE MAINTENANCE CHECKS	25 MAY 2026
15	RESERVED		
16	RESERVED		
17	RESERVED		

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 2026-O0038)	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

52.229-11 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 of the United States.

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

(1) It ☐ is ☐ is not a foreign person; and

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.225-7020 Trade Agreements Certificate. (Nov 2014)

TRADE AGREEMENTS CERTIFICATE-BASIC (NOV 2014)

(a) *Definitions.* "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements-Basic clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless-

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements-Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)		(Country of Origin)
____		____
____		____
____		____

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

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 2026-O0038)	Feb 2026		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		
52.237-1	Site Visit.	Apr 1984		

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		

FAR Clauses Incorporated by Full Text

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (Deviation) (Tailored) (Apr 2026)

Instructions to Offerors-Commercial Products and Commercial Services (Feb 2026) (Deviation)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include-

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

Para (f) "General instructions" is added as follows (If any conflict between existing instructions (a-e) and section (f), please follow section (f) instructions:

1. GENERAL INSTRUCTIONS

a. Questions Relating to this Solicitation: All questions of a technical and contractual nature concerning this solicitation shall be submitted via email no later than 7 calendar days prior to the solicitation closing date. Address questions to the Contracting Officer to Daniel Ellis at email daniel.ellis@deca.mil and Cindy Bourgeois at email cindy-sabrina.bourgeois.de@deca.mil.
b. Means of Quotation Submission: Quotations shall be e-mailed to deca.ramstein.hq.list.eu-contracting-services-equipment@mail.mil (.) The Quotation must be received no later than the date and time shown in Block 8 of the SF1449, unless changed by amendment. Only emailed Quotations will be accepted. A quotation is considered to be received by the government at the time it arrives in the deca.ramstein.hq.list.eu-contracting-services-equipment@mail.mil email inbox. If a quotation is submitted in multiple emails, it will not be considered to be received by the government until the last email containing part of the quotation arrives in the deca.ramstein.hq.list.eu-contracting-services-equipment@mail.mil email inbox.
c. Compliance with Instructions. Quotations are subject to an initial screening by the Contracting Officer for completeness and compliance with Quotation requirements. The Government may consider failure to comply with submittal instructions as a non-compliant Quotation. Non-compliant quotations are not eligible for award and will not be evaluated further.

2. QUOTATION FORMAT

a. The submission shall be clearly indexed and logically assembled. All files (with the exception of the MSEXCEL spreadsheet of the proposed prices in each Exhibit) shall be submitted in either MSWORD or PDF format.
b. Page Limitation: The Government will not evaluate pages in excess of the maximum pages listed in the chart below. If a Quoter's proposal includes pages in excess of the below stated maximum pages, the government will review only the pages up to and including the maximum page limit. A page is a single side of a standard sized sheet of paper.

Margins - Top, Bottom, Left, Right - 1" Gutter - 0"
From Edge - Header, Footer 0.5"
Page Size, Width - US Standard Letter (8.5") or DIN A4 (210mm) or European standard equivalent commercial usage
Page Size, Height - US Standard Letter (11") or DIN A4 (297mm) or European standard equivalent commercial usage
Font: Times New Roman
Font Size: 12

-Solicitation, Quotation and Award Documents, and Certifications Representations; Price Quotation (50 pages)
-Technical Capability (25 pages)

3. QUOTATION CONTENT

3.1 SOLICITATION, QUOTATION AND AWARD DOCUMENTS, AND CERTIFICATIONS/ REPRESENTATIONS / PRICE QUOTATION

Section 1 - Solicitation, Quotation and Award Documents, and Certifications/Representations Quotations: This section of your firm's Quotation shall include the following:

a. A completed Standard Form (SF) 1449. Ensure that Blocks 30a, 30b, and 30c on the SF 1449 are complete and an authorized official with authority to bind the Quoter signs the document. Provide the Quoter's name, mailing address, telephone number, and e-mail address in block 17a. Complete Block 17b accordingly. Also include the Quoter's assigned Unique Entity Identifier (UEI) number and Commercial and Government Entity (CAGE) code.

b. Solicitation Amendments. All amendments issued against this solicitation before the closing date shall be acknowledged by completing and signing Blocks 8, 15A, 15B, and 15C on the Standard Form 30 Amendment of Solicitation and submitted with the quotation.

c. Registration in System for Award Management (SAM)

1) The Quoter shall be registered in the SAM database at https://www.sam.gov/SAM/ by the quotation submission date and time shown in Block 8 of the SF1449, unless changed by amendment.

An active registration status must be maintained in all of the aforementioned systems throughout the life of the contract.

d. The following fill-in clauses/provisions in the solicitation must be completed and submitted with the Quotation:

1) FAR 52.229-11 Tax on Certain Foreign Procurements--Notice and Representation.
(Fill-in paragraph (d))

2) DFARS 252.229-7001 Tax Relief (Fill-in paragraph a.)

3) DFARS 252.225-7020 Trade Agreements Certificate (Fill-in paragraph (c)(2) if applicable)

f. Authorized Contractor Personnel. Quotations shall include on company letterhead the names and titles of all persons who are authorized to negotiate and bind the Quoter contractually. These will be the only persons authorized to request changes on behalf of the Quoter to the Contracting Officer under any contract resulting from this solicitation.

Section 2 - Price Quotation. This section of your firm's Quotation shall include the following:

1. Prices are to be submitted as follows:
a. Price Evaluation Sheet: Price quote must be provided by filling out the attached "Price Evaluation Sheet" (Attachment B). Complete the spreadsheet "Price Evaluation Sheet" by filling out the yellow sections. Please do not fill in or alter sheet other than filling in the yellow sections.

b. Price Schedule SF1449: The price evaluation period totals in the "Price Evaluation Sheet" (Attachment B), must match pricing provide on the SF1449 CLIN

Schedule. Quotes that are not complete for all ordering periods will not be evaluated.

c. All prices shall be in EURO currency.

2. Material Handling Charges. If a Material Handling cost is included in the Quotation, it shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures consistent with FAR Part 31.

3. Subcontractors. Quoter shall note that the subcontractors' work for repairs will be paid in the same manner as the work done by the contractor's in-house personnel. The same unit prices for labor hours shall apply to non-specialty sub-contractor work performed by both contractor and subcontractors.

Section 3 - TECHNICAL CAPABILTY FACTOR

The Quoter shall provide:

1. Quoter must provide certification under ISO 9001:2015 and ISO 14001:2015(.)

2. Quoter must provide qualification to work on Freon Gas (CO2/F-Gas) systems(.)

3. Quoter must provide qualification of the Refrigeration Master Technician to perform under this contract(.)

Section 4 - Past Performance
The Quoter shall provide their company's UEI.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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

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 single award task order indefinite delivery indefinite quantity contract (SATOC TYPE IDIQ) resulting from this solicitation on an all or none basis (all four ordering periods). An award will be to quotes rated acceptable for technical capability and acceptable for past performance, award will be made to the lowest priced quote to a responsible quoter whose quotation conforms to the solicitation requirements.

Factors and Sub-factors:

1. Factor 1 - Technical Capability

2. Factor 2 - Past Performance

3. Factor 3 - Price

The Technical Factor and the Past Performance will be evaluated on an Acceptable/Unacceptable basis. Quotes for which the Technical Factor or Past Performance is evaluated as Unacceptable will be eliminated from consideration and the Price Factor will not be evaluated. The quote with the lowest price that is rated acceptable for both technical capability and past performance will receive the award.

METHODOLOGY AND RATINGS

1. FACTOR 1 - TECHNICAL CAPABILITY

Technical Capability is evaluated on an "Acceptable"/" Unacceptable" basis for the below requirements using the following rating descriptions:

1.1 Provide:

-Certification under ISO 9001:2015 and ISO 14001:2015(.)

- Qualification to work on Freon Gas (CO2/F-Gas) systems(.)

- Qualification of the Refrigeration Master Technician(.)

Rating:

Acceptable - Quotation provides all required qualifications.
Unacceptable - Quotation does not provide all required qualifications.

2. FACTOR 2 - PAST PERFORMANCE:

The Government will consider Risk in accordance with the provision at DFARS 252.204-7024, Notice on the Use of the Supplier Performance Risk System, as supplemented by these criteria. The Government will consider Supplier Risk as described in the provision. The Government will NOT consider Item Risk or Price Risk as described in provision. The Government will only consider information contained in the Supplier Performance Risk System (SPRS). To be eligible for award, the offeror must be considered Acceptable under this Factor. Offerors without a Supplier Risk assessment in SPRS shall be deemed Acceptable under this factor.

i. Supplier Risk the Supplier (Risk Report is accessed using the Offeror's UEI at date of receipt of quote. The report assigns an overall risk score)

Using the SPRS Supplier Risk Report, Offerors will be rated on the basis of the following definitions:

Past Performance Rating:
Acceptable - Quoter has a Supplier Risk Score of Green, Purple, Blue or Black
Unacceptable - Quoter has a Supplier Risk Score of Yellow. Red, or Grey

3. FACTOR 3 - PRICE:

a. The Quoter's price Quotation will be evaluated for completeness and reasonableness. Incomplete price submissions will not be evaluated, and the quote may be eliminated from the competition. Price will not be scored or rated.

i. Completeness. The price Quotation will be reviewed for completeness and compliance with the instructions provided in Addendum to FAR 52.212-1. Quotations received without completed pricing information will be considered non-conforming and may not be considered for contract award.

ii. Currency: Quotations shall be in the Euro currency. Quotations received in other than a Euro currency shall be rejected.

b. Total Evaluated Price. The contract total evaluated price will be determined by summing the total price for each ordering period.

i. For pricing and evaluation purposes for the PM line items, the estimated quantities in the Exhibits (A, C, E, G) will be multiplied by the respective unit prices to establish a total PM amount for each contract ordering period. The total PM amount for each ordering period will be added together to obtain the total proposed price for the CLINs for Preventive Maintenance.

ii. For pricing and evaluation purposes for the Repair service contract line items, the estimated number of labor hours in the Exhibits (B, D, F, H) will be multiplied by the respective hourly rates to establish a Rate Total and the estimated materials amount will be multiplied by the material handling % rates to establish a Materials Total. The sum of the Rate Total and Materials Total will establish the Total Repair Service amount for each contract ordering period. The total Repair service amount for each ordering period will be added together to obtain the total proposed price for the CLINs for Repairs.

(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)