

COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL PRODUCTS/SERVICES

General Information:

Solicitation Number: FA523426Q0020

Posted Date: September 22, 2026

Original Response Date: October 06, 2026

Current Response Date: October 06, 2026

NAICS: 713940

Set Aside: Full and Open

PSC: G003 (Size Standard: \$17.5M)

1. Purpose of Amendment:

This Amendment 0001, issued on 25 September 2026, is to incorporate answers to vendor questions received during the Request for Information (RFI) period.

2. Summary of Changes:

This amendment incorporates the attached Questions and Answers document into the solicitation.

No changes were made to the core content of the Combo Solicitation Document, Performance Work Statement (PWS), Price List Template, or Monthly Gym Membership Roster Template. The Combo Solicitation Document has been updated only to include this Amendment 0001.

For the answers to the vendor questions, please see the attached document titled "Request for Information Answered".

3. Quote Submission Deadline:

The response date is unchanged. All quotes are due no later than **06 October 2026 at 07:30 AM AEST**.

4. Acknowledgment of Amendment

Offerors must acknowledge receipt of this amendment. This may be accomplished by one of the following methods:

- Signing the acknowledgment block below and returning this page as part of your quote submission, or
- Including a statement in their quote response email explicitly acknowledging receipt of Amendment 0001.

Failure to acknowledge receipt of this amendment may result in rejection of the offer.

Amendment 0001 Acknowledged:

(Signature of Authorized Representative)

Date:

Description:

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 FA523426Q0020 is issued as a Request for Quote (RFQ).

This acquisition IS NOT set-aside only for small business concerns. This acquisition is solicited as full and open and will utilize the North American Industry Classification System (NAICS) code 713940 and a PSC of G003 (Size Standard: \$17.5M). This requirement is subject to the World Trade Organization Government Procurement Agreement (WTO GPA) and the Australia Free Trade Agreement (FTA). Suppliers from WTO GPA member countries and FTA partner countries are eligible to compete. Domestic preference rules, including the Buy American Act, are exempt for this procurement.

RFO/RDFARS provisions and clauses are applicable to this solicitation. It is the firm's or individuals' responsibility to be familiar with applicable provisions and clauses. All RFO Provisions and Clauses may be viewed in full text at the Revolutionary Federal Acquisition Regulation Overhaul Table of Contents via the Internet at <https://www.acquisition.gov/far-overhaul>.

The Oversight Support Group – Australia is seeking to establish a multiple-award Blanket Purchase Agreement (BPA) for gym membership services for use in accordance with the attached Performance Work Statement (PWS). The Government's preferred membership model is the Preferred Transferable Membership Slot (see PWS Section 1.4.4), which allows the Government to reassign the remaining term of a membership to a different authorized individual without additional fees when personnel changes occur. Standard individual (non-transferable) memberships may also be offered.

Vendors are not required to offer coverage of every location or membership type listed in Attachment 01 – Gym Membership Services PWS to be eligible for BPA establishment. Vendors may submit pricing on Attachment 02 – Price List Template for any combination of locations and/or membership types they are able to service. BPA establishment under this solicitation is not a guarantee of any order, minimum quantity, or minimum dollar value; orders will be placed in accordance with the Ordering Procedures section of the PWS as requirements arise.

IAW RFO 52.240-90(c) The Government is prohibited by statute from conducting business with entities that represent that they “do” use or provide covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and (2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in IAW RFO 52.240-90(g).

Company Information:

Company Name: _____

Point of Contact: _____

E-Mail Address: _____

Telephone #: _____

CAGE/DUNS# (If applicable): _____

Unique Entity Identifier (if applicable): _____

Payment Method (select all that apply): ☐ Direct Bank Transfer ☐ GPC ☐ WAWF

Additional Information:

The Government intends to establish multiple Blanket Purchase Agreements (BPAs) as a result of this combined synopsis/solicitation with all responsible offerors who submit acceptable quotes meeting the requirements herein. Established BPAs will include the terms and conditions set forth herein.

To facilitate the award process, all quotes must include a statement regarding the terms and conditions herein as follows: **“The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition.” OR “The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:” Offeror shall list exception(s) and rationale for the exception(s).**

Quotes are due and shall be received via email only. Faxed or mailed submissions will not be accepted. Late submissions shall be treated in accordance with the solicitation provision at RFO 52.212-1(f). Any questions or concerns regarding this solicitation shall be sent via email to the POCs below. Amendments (if applicable) – Vendors shall acknowledge all amendments in writing with the quotation submittal.

Basis of Award (IAW RFO 12.203(b))

Offerors are advised that the establishment of a Blanket Purchase Agreement (BPA) as a result of this solicitation is not a contract and does not obligate any funds. A binding contractual obligation is formed only when a firm-fixed-price Call Order is placed and accepted. The Government intends to establish multiple-award BPAs with each responsible offeror who submits a conforming quote with pricing determined by the Contracting Officer to be fair and reasonable. This Basis for Award applies exclusively to the initial establishment (on-ramping) of vendors into the master BPA pool. Because the intent is to establish a pool of qualified vendors, award of a master BPA is not based on a comparative ranking among offerors. All responsible offerors submitting a conforming quote with fair and reasonable pricing will be established as BPA holders. Offerors are not required to submit pricing for every item or geographic location; any items or geographic tabs on the Price List left blank or marked “Not Offered” will be interpreted by the Government as not being offered. By submitting a quote, the offeror attests to their capability to meet all performance standards outlined in the Performance Work Statement (PWS) for the locations and membership types they propose to service; no separate technical proposal is required. Once established as a BPA holder, vendors will compete for individual Call Orders. The Government’s intention and the specific procedures for competing, evaluating, and awarding individual Call Orders are detailed in Attachment 01 – Gym Membership Services PWS Section 8.2. The Government intends to award the master BPAs without discussions; therefore, the offeror’s initial quote should contain its best and final pricing. The Government reserves the right to conduct discussions if later determined to be necessary, to reject any or all offers if such action is in the public interest, and to waive informalities and minor irregularities in offers received.

Evaluation Process (IAW RFO 12.203(c)(2))

The RFO provision 52.212-2, Evaluation – Commercial Products and Commercial Services, applies to this acquisition. The Government will evaluate offers by first ensuring each quote meets the submittal requirements on a pass/fail basis before evaluating price. For the purpose of BPA establishment, price is the sole evaluation factor and is used exclusively to determine fairness and reasonableness. A compliant quote must include a properly formatted and signed BPA Price List. Offerors may submit their pricing on Attachment 02 – BPA Price List or on an equivalent vendor-submitted template containing all required information elements of Attachment 02. The quotation submittal shall be clear, concise, and include sufficient detail for effective evaluation and for substantiation of the validity of stated claims. In accordance with RFO 52.240-90(c), the submission of an offer constitutes the Offeror’s representation that they do not provide or use covered telecommunications equipment or services. Any offeror that fails to submit a signed Price List or is otherwise unclear will be considered non-conforming and will not be evaluated further. For all compliant quotes, the Government will evaluate the offered prices to determine fairness and reasonableness. A BPA will be established with each responsible offeror whose quote is determined to be compliant and whose pricing is determined to be fair and reasonable. As outlined in PWS Section 8.2, the Government intends to award subsequent Call Orders by competing requirements among these established BPA holders.

Submission Completeness (Pass/Fail)

Each quote will be reviewed for the following, on a pass/fail basis:

Rating	Description
Pass	A quote will receive a “Pass” rating if it is submitted by the solicitation deadline AND provides all required information elements as listed in Attachment 02 – BPA Price List (whether on the provided template or an equivalent vendor template), including a signature from an authorized representative, AND the currency quoted is either Australian Dollars (AUD) or is a currency listed on the U.S. Treasury Reporting Rates of Exchange report.
Fail	A quote will receive a “Fail” rating if it is not submitted by the solicitation deadline, OR if it does not contain all required informational elements from Attachment 02 for the locations and/or membership types being quoted, OR if it is submitted in a currency that is not listed on the U.S. Treasury Reporting Rates of Exchange report.

Evaluation Factor – Price

Price will be evaluated to determine fairness and reasonableness for BPA establishment in accordance with RFO 12.204(a). The Government may use one or more of the following techniques: comparison of prices received among offerors quoting the same or similar locations and membership types; comparison to the Independent Government Cost Estimate (IGCE); or comparison to current or recent market pricing for comparable gym membership services in Australia. Price is not scored competitively against other offerors for BPA establishment; it is used solely to determine whether each individual offeror’s pricing is fair and reasonable to be on-ramped into the BPA pool. A BPA will be established with each responsible offeror whose quote is determined to be administratively compliant and whose pricing is also determined to be fair and reasonable.

Ratings are as follows:

Rating	Description
Fair and Reasonable	Proposed pricing is consistent with, or favorable in comparison to, prevailing market rates, the Independent Government Cost Estimate (IGCE), and/or pricing received from other offerors for comparable locations/membership types.
Not Fair and Reasonable	Proposed pricing is not supported as fair and reasonable and the offeror is unable to provide adequate justification upon request by the Contracting Officer.

Evaluation of Foreign Currency Offers (FEB 2000) (TAILORED) – RFO 52.225-17

The full text of RFO 52.225-17 applies to this solicitation, with the following clarifying details:

- (a) Preferred Currency: The Government’s preferred currency for this solicitation is Australian Dollars (AUD). All offerors are strongly encouraged to submit their pricing in AUD.
- (b) Evaluation if All Offers are in AUD: If all conforming quotes are received in Australian Dollars, the Government will conduct its entire price reasonableness evaluation directly in AUD. No currency conversion will be necessary.
- (c) Evaluation if Other Currencies are Received: In the event one or more conforming quotes are received in a currency other than AUD, a currency conversion will be performed for the sole and exclusive purpose of the price evaluation. To create a fair and common baseline, all quotes will be converted to U.S. Dollars (USD) using the exchange rate from the most recent “Treasury Reporting Rates of Exchange” report available at the time of evaluation. It is the offeror’s responsibility to ensure that any currency other than AUD proposed in their quote is listed on the U.S. Treasury’s exchange rate table. If an offer is submitted in a currency that is not listed on the report, it will be deemed non-conforming and will not be evaluated.
- (d) Currency of Payment: The currency conversion described above is an internal Government evaluation procedure only. It does not, under any circumstances, alter the currency of payment. It is the Government’s full and unchanged intent to make all payments under the resulting BPA in Australian Dollars (AUD).

Payment Methods

Payments shall be made by one of the following and determined at the order level:

- Direct Bank Transfer
- Government-Wide Purchase Card (GPC) / Credit Card
- Wide-Area Workflow (WAWF)

Additional payment methods will be authorized on a case-by-case basis pending approval by the current Contracting Officer.

Inability to process payment via Direct Bank Transfer / GPC / WAWF may make an offeror ineligible for award.

Attachments:

01. Gym Membership Services PWS
02. Price List Template
03. Monthly Gym Membership Roster

Primary Point of Contact:

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DOCUMENT NUMBER

FA523426Q0020

CLAUSES INCORPORATED BY REFERENCE

CLAUSE NO	ALT NO/ DEV NO	CLAUSE TITLE	YEAR-MO	SECTION
252.203-7000		Requirements Relating to Compensation of Former DoD Officials.	2011-09	SEC I
252.203-7002		Requirement to Inform Employees of Whistleblower Rights.	2022-12	SEC I
252.203-7005		Representation Relating to Compensation of Former DoD Officials.	2022-09	SEC K
252.204-7008		Compliance with Safeguarding Covered Defense Information Controls.	2016-10	SEC K
252.204-7012		Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05	SEC I
252.204-7018		Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01	SEC I
252.204-7024		Notice on the Use of the Supplier Performance Risk System.	2023-03	SEC L
252.205-7000		Provision of Information to Cooperative Agreement Holders.	2024-10	SEC I
252.225-7012		Preference for Certain Domestic Commodities.	2022-04	SEC I
252.225-7021		Trade Agreements.	2024-02	SEC I
252.225-7031		Secondary Arab Boycott of Israel .	2005-06	SEC K
252.225-7055		Representation Regarding Business Operations with the Maduro Regime.	2022-05	SEC K
252.225-7056		Prohibition Regarding Business Operations with the Maduro Regime.	2023-01	SEC I
252.225-7059		Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06	SEC K
252.225-7060		Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06	SEC I
252.226-7001		Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01	SEC I
252.232-7003		Electronic Submission of Payment Requests and Receiving Reports.	2018-12	SEC G
252.232-7008		Assignment of Claims (Overseas).	1997-06	SEC G
252.232-7010		Levies on Contract Payments.	2006-12	SEC I
252.233-7001		Choice of Law (Overseas).	1997-06	SEC I
252.237-7010		Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01	SEC I
252.243-7002		Requests for Equitable Adjustment.	2022-12	SEC I
252.247-7023		Transportation of Supplies by Sea.	2024-10	SEC I
52.203-11		Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09	SEC K
52.203-18		Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01	SEC L
52.203-19		Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01	SEC I
52.203-3		Gratuities.	1984-04	SEC I
52.203-6		Restrictions on Subcontractor Sales to the Government.	2020-06	SEC I
52.203-6	ALT I	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2021-11	SEC I
52.204-91		Contractor Identification. (Deviation 2026-O0038)	2026-02	SEC I
52.209-10		Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02	SEC I

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02	SEC I
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02	SEC I
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02	SEC L
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02	SEC I
52.214-34	Submission of Offers in the English Language.	1991-04	SEC L
52.214-35	Submission of Offers in U.S. Currency.	1991-04	SEC L
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02	SEC I
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05	SEC I
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03	SEC I
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02	SEC I
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02	SEC I
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02	SEC K
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02	SEC I
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04	SEC I

CLAUSES IN FULL TEXT

CLAUSE NO	CLAUSE TITLE	ALT NO/DEV NO	YEAR-MO
CLAUSE TEXT			

252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12
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COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

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

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

(c) *Representation.* The Offeror represents that it

☐

does,

☐

does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.225-7020

Trade Agreements Certificate.

2014-11

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:

<u>(Line Item Number)</u>		<u>(Country of Origin)</u>
=====		=====
=====		=====
=====		=====

(End of provision)

252.229-7001

Tax Relief.

2020-04

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: <u>====(Offeror insert)</u>	RATE (PERCENTAGE): <u>====(Offeror insert)</u>
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(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)

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

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

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

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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)

52.204-90 Offeror Identification. (Deviation 2026-O0038)

2026-02

Offeror Identification (Feb 2026) (Deviation 2026-O0038)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (<https://www.sam.gov>) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI).*

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to <https://www.sam.gov> to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification.* The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

☐

TIN: _____;

☐

TIN has been applied for; or

☐

TIN is not required because:

☐

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐

Offeror is an agency or instrumentality of a foreign government; or

☐

Offeror is an agency or instrumentality of the Federal Government.

(2) *Type of organization.*

☐

Sole proprietorship;

☐

Partnership;

☐

Corporate entity (not tax-exempt);

☐

Corporate entity (tax-exempt);

☐

Government entity (Federal, State, or local);

☐

Foreign government;

☐

International organization per 26 CFR 1.6049-4; or

☐

Other.

(3) *Common parent.*

☐

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

☐

Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...	Then...
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)

Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)
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(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for-

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner	=====	=====
Highest-level owner	=====	=====
Predecessor*	=====	=====

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) 2026-02

Prohibition on Contracting with Inverted Domestic Corporations-Representation (FEB 2026)
(DEVIATION 2026-O0038)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation.* The Offeror represents that-

(1) It

☐

is,

☐

is not an inverted domestic corporation; and

(2) It

☐

is,

☐

is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.219-4

Notice of Price Evaluation Preference for HUBZone Small
Business Concerns. (Deviation 2026-O0038)

2026-02

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(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.

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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)

PACAF 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, AFICC/KH (Chief Enlisted Manager), 25 E Street, Suite C-320, JBPH-H, HI 96853-5427, Phone: (808) 447-6128, e-mail: afica.kh@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the enter/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(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)