

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		
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER (<i>No collect calls</i>)
			8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY CODE			10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED ☐ VETERAN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: ☐ SERVICE-DISABLED ☐ 8(A) ☐ SDVOSB		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A ☐ RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION REQUEST ☐ INVITATION ☐ FOR QUOTE ☐ FOR BID ☐ FOR PROPOSAL (RFQ) (IFB) (RFP)
15. DELIVER TO CODE			16. ADMINISTERED BY CODE		
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NUMBER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐					
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (<i>For Government Use Only</i>)	
☐ 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 ☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ☐ 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)		
30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)		31c. DATE SIGNED

Solicitation/Contract Form

Healthcare Environmental Cleaning (HEC) & Linen Services

Product Service Code: Q901

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Estimated Quantity	Unit	Unit Price	Amount
0001	Healthcare Environmental Cleaning (HEC) for Defense Health Agency (DHA) Medical Treatment Facilities (MTFs) in Germany. The contractor must provide services in accordance with the Performance Work Statement (PWS) and all associated attachments. Other performance locations may be identified at the task level. Ordering Period: 15 May 2027 to 14 May 2032 includes a 90 day Phase-In period. Product Service Code: Q901				

Description/Specifications/Statement of Work

Requirements

Healthcare Environmental Cleaning (HEC) for Defense Health Agency (DHA) Medical Treatment Facilities (MTFs) in Germany

Packaging and Marking

Inspection and Acceptance

Deliveries or Performance

Questions. Submit questions via email to hyun.j.townsley.civ@health.mil and elena.m.raspitha.civ@health.mil no later than ten (10) business days after the solicitation issue date in Block 6 on page 1 of the SF 1449. All questions received will be answered officially through an amendment to the RFP for distribution to all prospective Offerors. Questions received after the local cut-off date/time in Germany will not be accepted by the Government.

This solicitation will result in a single award Indefinite Delivery/Indefinite Quantity (ID/IQ) contract.

The resulting contract will not contain option periods.

Anticipated Ordering Period is 15 May 2027 to 14 May 2032 which includes a 90-day Phase-in period.

Period of performance will be defined at the task order level subject to any requirements or limitations in the base contract

GUARANTEE MINIMUM/MAXIMUM

a. Guaranteed minimum amount. The guaranteed minimum is established at \$2,000.00/ 1,709.80 (DoD FY27 Budget rate \$1 = Euro 0.8549) and is only applicable to the post-award conference/phase-in task order. The contractor shall submit the invoice only after attending the post-award conference *and* successfully submitting all phase-in deliverables in accordance with (IAW) the Performance Work Statement (PWS).

b. Maximum. The maximum amount for the resulting contract, within the 5-year ordering period is \$99.99M.

Contract Administration Data

(1) ORDERING

- (i) Task orders will be issued in accordance with the terms and conditions of the contract, on a Firm Fixed Price basis against firm fixed price CLINs per ordering period, by any warranted Contracting Officer from the Healthcare Contracting Division- Southeast - Europe.
- (ii) Task orders will be issued on the SF 1449, Order for Commercial Items, and be transmitted through electronic commerce including e-mail in accordance with the terms and conditions of the contract.
- (iii) Quantities for all task order line items regardless of pricing schedule are estimated and will be ordered subject to the ordering provisions set forth within. Requirements will be defined at time of actual need and become firm upon issuance of task orders with fixed unit prices.
- (iv) Periods of performance will be defined at the task order level subject to any requirements or limitations in the base contract.
- (v) The Government may issue task orders at any time during the ordering period. Each task order will only have one Period of Performance.
- (vi) The Government may issue task orders with performance periods of less than 12 months. The quantities on those task orders may be estimated by prorating the annual estimate by the number of months on the task order. Unit prices established in the pricing sheet attached on the base contract are applicable to all task orders regardless of the Period of Performance (PoP) duration.

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. (Tailored) (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.

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

Invoice 2 in 1

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAACT	At the task order level
Issue By DoDAAC	<u>HT9406</u>
Admin DoDAAC	<u>HT9406</u>
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	Specified at the Task Order level
Service Acceptor (DoDAAC)	Specified at the Task Order level
Accept at Other DoDAAC	=====
LPO DoDAAC	=====
DCAA Auditor DoDAAC	=====

Other DoDAAC(s)	_____
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(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.

CONTRACT ADMINISTRATOR/SPECIALIST: Hyun Townsley, hyun.j.townsley.civ@health.mil

CONTRACTING OFFICER: Elena Raspitha, elena.m.raspitha.civ@health.mil

Branch 6- Europe, Healthcare Contracting Division -Southeast

Defense Health Agency Contracting Activity

Bldg.3705, Room 3001 Attn: Contract Administrator

66849 Landstuhl, Germany

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

(End of clause)

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-19	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		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.217-2	Cancellation Under Multi-year Contracts.	Oct 1997		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-18	Availability of Funds.	Apr 1984		
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 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7041	Correspondence in English.	Jun 1997		
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		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. (Tailored) **(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 the first day through the last day of the ordering period on the base contract.

The Government reserves the right to apply FAR Clause 52.217-8 (Option to Extend Services) to extend the ordering periods of the base contract and the period of performance of any resulting task orders.

(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. (Tailored)

(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 \$10,000.00, 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 \$1,500,000.00;
 - (2) Any order for a combination of items in excess of \$20,000,000.00; or
 - (3) A series of orders from the same ordering office within 3 business days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
 - (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
 - (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 business 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) (Tailored)

(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 expiration of the last task order.
- (End of clause)

52.217-8 Option to Extend Services. (Tailored)

(Nov 1999)

Option to Extend Services (Nov 1999) (Tailored)

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

The Government reserves the right to apply this provision to extension of ordering periods in the base contract and to extension of performance periods in the resulting task orders.

(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 current Fiscal Year. 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 current Fiscal Year, 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>

(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 DOD FAR Supplement (48 CFR Chapter 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

252.225-7043 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:

(1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832

(2) For defense agency contracts: The appropriate agency security office.

(3) For additional information: Assistant Secretary of Defense for Homeland Defense and Global Security, ASD (HS/GS): telephone, DSN 227-6566 or 260-8350 or commercial (703) 697-6566 or (571) 256-8350.

(End of clause)

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

Alternate I. As prescribed in 229.402-70(a) and (a)(2), use the following clause, which adds a paragraph (d) not included in the basic clause:

TAX RELIEF-ALTERNATE I (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: Mehrwertsteuer MWST	RATE (PERCENTAGE): 19%
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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.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

252.237-7015 Loss or Damage (Weight of Articles).**(Dec 1991)****LOSS OR DAMAGE (WEIGHT OF ARTICLES) (DEC 1991)**

(a) The Contractor shall-

(1) Be liable for return of the articles furnished for service under this contract; and

(2) Indemnify the Government for any articles delivered to the Contractor for servicing under this contract that are lost or damaged, and in the opinion of the Contracting Officer, cannot be repaired satisfactorily.

(b) The Contractor shall pay to the Government the cost of the items for lost or damaged articles. The Contractor shall pay the Government only for losses which exceed the maximum weight loss in paragraph (e) of this clause.

(c) Failure to agree on the amount of credit due will be treated as a dispute under the Disputes clause of this contract.

(d) In the case of damage to any articles that the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the articles at its expense in a manner satisfactory to the Contracting Officer.

(e) The maximum weight loss allowable in servicing the laundry is 0% percent of the weight recorded on delivery tickets when the laundry is picked up. Any weight loss in excess of this amount shall be subject to the loss provisions of this clause.

(End of clause)

252.237-7023 Continuation of Essential Contractor Services.**(Oct 2010)****CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)**

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment 3, Mission-Essential Memorandum, dated May 26, 2026.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	HEC Performance Work Statement (PWS) 30 June 2026	Performance Work Statement		09 Jul 2026	
02	LPMC_MEDDAC-B_Attachment 2_Installation Access	Supporting Technical Documentation		09 Jul 2026	
03	LPMC Attachment 3_Mission Essential Memorandum	Supporting Technical Documentation		09 Jul 2026	
04	LPMC Attachment 4_Government Furnished Equipment	Supporting Technical Documentation		09 Jul 2026	
05	LPMC Attachment 5_Linen Distribution	Supporting Technical Documentation		09 Jul 2026	
06	LPMC Attachment 6_Summary of Buildings 9 JUL 26	Supporting Technical Documentation		09 Jul 2026	
07	LPMC Attachment 7_Cleaning Requirement Report	Supporting Technical Documentation		09 Jul 2026	
08	LPMC Attachment 8_Regulated Medical Waste	Supporting Technical Documentation		09 Jul 2026	
09	LPMC Attachment 9_Asbestos Locations	Supporting Technical Documentation		09 Jul 2026	
10	LPMC Attachment 10_Workload Data	Supporting Technical Documentation		09 Jul 2026	
11	LPMC Attachment 12_Sample MTF Photos	Supporting Technical Documentation		09 Jul 2026	
12	LPMC Attachment 13_Consumable Supplies and Dispensers	Supporting Technical Documentation		09 Jul 2026	
13	MEDDAC_B Attachment 4_Government Furnished Equipment	Supporting Technical Documentation		09 Jul 2026	
14	MEDDAC_B Attachment 6 - Summary of buildings_10 July 2026	Supporting Technical Documentation		10 Jul 2026	
15	MEDDAC_B Attachment 7 - Cleaning Requirements_10 July 2026	Supporting Technical Documentation		10 Jul 2026	
16	MEDDAC_B Attachment 9_Asbestos Locations	Supporting Technical Documentation		09 Jul 2026	
17	MEDDAC_B Attachment 10_Workload Data_	Supporting Technical Documentation		09 Jul	

	Grafenwoehr_ Ansbach_Hohenfels_Stuttgart and Vilseck			2026	
18	MEDDAC_B Attachment 12 Sample_photos_9 July 26	Supporting Technical Documentation		09 Jul 2026	
19	EXHIBIT A - Staffing Plan_Service Type by Building	Proposal		09 Jul 2026	
20	EXHIBIT B - Past Performance Questionnaire	Proposal		09 Jul 2026	
21	Exhibit C _ Price Matrix	Proposal		10 Jul 2026	

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		

DFARS Clauses Incorporated by Full Text

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)

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. (May 2021)

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

ADDENDUM TO 52.212-1, Instructions to Offerors - Commercial Services

Add the following:

1. Performance-Based Acquisition: This is a performance-based contract. The Government will evaluate Offerors' proposals based on its demonstrated ability to achieve the required cleaning outcomes. All documents and plans submitted in the proposal shall clearly prove that the Offeror is capable of performing services to the standards defined in the Performance Work Statement (PWS) at Attachment 1.

52.212-1 (a) *Submission of offers.*

SYSTEM FOR AWARD MANAGEMENT (SAM)REGISTRATION - MANDATORY:

To be considered for award, Offerors SHALL have an **active registration** in the System for Award Management (SAM) at <https://sam.gov/> *at the time of proposal submission and award*.

- Foreign Companies: Shall first obtain a NATO CAGE (NCAGE) code to register in SAM.
- Refer to <https://sam.gov/entity-registration> for further information.

PROPOSAL PREPARATION INSTRUCTIONS:

Submit proposals exactly as outlined below. Proposals shall be clear, easy to read, and provide enough detail for the Government to evaluate how the Offeror will perform the work. Do not include marketing materials or advertisements.

Volume		File Name
Volume I - Administrative		VENDORNAME_ADMIN
Volume II - Technical Capability		VENDORNAME_TECH
Volume III - Performance Confidence		VENDORNAME_PERFM
Volume IV - Price		VENDORNAME_PRICE

Formatting Rules:

- Font:12-point Arial or Times New Roman font.
- File Types: Submit files in default Microsoft Word (.docx), Excel (.xlsx), or searchable Adobe PDF formats. Do not lock or password-protect your files.
- Page Size: 8.5" x 11" (A2) sheet of paper if electronic file was printed.
- Margins: Top, Bottom, Left, Right shall be 1".

- Electronic Files Format: The proposal shall be submitted in a format readable by Microsoft(MS) Office Word, MS Office Excel, or Adobe Acrobat, as applicable

Cross-referencing: Each volume shall be written on a standalone basis so DHA can evaluate its contents without cross-referencing other volume. Information required for proposal evaluation not found in its designated volume will be considered to have been omitted from the proposal.

Page Limitations: Adhere to the page limitations. DHA will not read or evaluate pages exceeding any limitation identified in the subfactor table below.

VOLUME I - ADMINISTRATIVE:

Provide the following:

- Cover page with company name, physical address, NCAGE code, SAM UEI number, Offeror's Point-of-Contact name, telephone number, and email address.
- Teaming/Organizational Structure. If subcontractors or teaming partners are proposed, the offeror shall outline its teaming/organizational structure. Identify company names and addresses of all teaming partners or subcontractors that will perform under this contract. If the Offeror is part of a Joint Venture (JV), the Offeror shall provide a copy of the JV certification documentation.
- Signed copy of the SF1449 and all amendments.
 - o By signing the SF 1449, the Offeror acknowledges that their proposal is valid for a minimum of 180 calendar days after the proposal due date in Block 8.

VOLUME II - FACTOR 1 - TECHNICAL CAPABILITY:

NOTE: Offerors shall provide a comprehensive explanation of *how* it will perform the required services, detailing specific approaches and methodology. The PWS does not explain how services shall be performed, and does not include detailed specific approaches and methodology

Provide the following documentation to demonstrate your capability to meet the PWS performance standards:

Technical Subfactor	Page Limit
Subfactor A: Procedures	No Limit
Subfactor B: Skills	5 Pages (not including copies of certificates)
Subfactor C: Schedules and Staffing	3 Pages (not including Exhibit A)
Subfactor D: Management Plan	20 Pages

Subfactor A: Procedures. Submit a Procedures Manual detailing the Offerors cleaning and disinfecting procedures for all Service Levels (I through VI). Include a list of proposed supplies, tools, equipment, and vehicles adequate to perform the required service levels that meet or exceed the regulatory guidelines as required in the PWS.

Note: The Procedure Manual will be incorporated into the contract and implemented at all performance locations awarded under subsequent TOs.

Subfactor B: Skills. Provide specific project information that demonstrates your company has the following skills:

1. Experience performing healthcare cleaning services, for a minimum of three (3) consecutive years within the five (5) years preceding the date of issuance of this solicitation, that are the same or similar to HEC Service Levels I through VI at DoD or commercial treatment facilities. Submit the following information:
 - Project name and contract number (if applicable).
 - Dates of performance.
 - Total overall square meters serviced, and total square meters serviced per HEC service level (I through VI), and type of clinical facility.

2. Demonstrated ability to manage a geographically dispersed workforce outside the United States for a minimum of three (3) years of experience in the last five (5) years managing a geographically dispersed workforce.
3. Demonstrated ability to manage no fewer than 50 German employees working on a service contract for a minimum of three (3) years of experience in the last five (5) years managing a German workforce.

Subfactor C: Schedules and Staffing: Submit sample work schedules and a comprehensive Staffing Plan.

1. **Sample Work Schedules:** Sample work schedules for the list of selected buildings and rooms below. The schedule shall include the date, time, and phasing of each task (to include start and end time). The Offeror shall identify the commercial standard used by the Offeror in determining the start and end time (phasing) of each task.

Location	BLDG	Room	Description	SL
Landstuhl Regional Medical Center	3711	C224	OPERATING ROOM	SL I
Landstuhl Regional Medical Center	3711	C226	OPERATING ROOM	SL I
Landstuhl Regional Medical Center	3711	B302	OPERATING ROOM	SL I
Landstuhl Regional Medical Center	3711	B304	OPERATING ROOM	SL I
Landstuhl Regional Medical Center	3711	F320	PATIENT ROOM	SL II
Landstuhl Regional Medical Center	3711	F321	PATIENT ROOM	SL II
Landstuhl Regional Medical Center	3764	8D 215	PATIENT ROOM	SL II
Landstuhl Regional Medical Center	3764	8D 221	PATIENT ROOM	SL II
Landstuhl Regional Medical Center	3764	8B 115A	SHOWER/BATH/TOILET	SL III
Landstuhl Regional Medical Center	3764	8B 116A	TOILET	SL III
Landstuhl Regional Medical Center	3776	109	TOILET	SL III
Landstuhl Regional Medical Center	3759	3A 132	EXAM ROOM	SL IV
Landstuhl Regional Medical Center	3770	12A 131	EXAM ROOM	SL IV

Landstuhl Regional Medical Center	3770	12C 224	SUPPLY	SL V
Landstuhl Regional Medical Center	3761	5B 106	OFFICE	SL V
Landstuhl Regional Medical Center	3761	5B 100S	STAIRWELL	SL VI
Landstuhl Regional Medical Center	3711	G117	WAITING ROOM	SL VI
Wiesbaden	1040	S200	Stairwell	SL VI
Wiesbaden	1041	100A	Lobby	SL VI

Note: The contract awardee will be required to submit comprehensive work schedules of all rooms/buildings identified in Attachment 7 no later than (NL T) 10 business days after award.

2. Staffing Plan Narrative and Exhibit A: Submit a comprehensive Staffing Plan that includes a narrative and a completed Exhibit A - Staffing Plan. The narrative shall describe all staffing policies and procedures, including specific details that demonstrate your compliance with and understanding of the minimum PWS staffing requirements. It shall include specific narrative details and/or descriptions of the Basis of Estimate(BOE) demonstrating your processes and methodologies used to estimate the Productive Hours proposed.

Complete Exhibit A to show the Productive Hours proposed by Service Level; Labor Category (e.g., Housekeeper, Floor Care, Linen Handler, etc.), and Shift(s) proposed for each building. Exhibit A shall include the Total Productive Hours and the Proposed Staffing Levels based on a Full-Time Equivalent (FTE) of Productive Annual Hours per FTE(estimated by tariff agreement). The Staffing Plan shall be sufficiently detailed to demonstrate your compliance and understanding of the minimum PWS performance requirements.

Note: The Government intends to incorporate the Staffing Plan narrative and Exhibit A into the awarded Task Order(s).

Subfactor D: Management Plan. Submit a Management Plan that details your Quality Control Process (QCP) and Phase-in/Transition Plan.

The **Phase-in plan** shall demonstrate your ability to meet PWS requirements and performance start dates seamlessly and without disruption of services. Plans shall address all aspects of the 90-day transition period

- Key milestones
- Chronological sequence of events and actions that will be accomplished
- Process for establishing qualified workforce
- Process for obtaining security and installation access
- Procurement of necessary supplies and equipment.

The **QCP** shall describe all actions the Offeror will take to implement effective control processes and measure performance outcomes to include:

- Methods/process to determine the productivity of the workforce
- Methods/process to assess the quality of workmanship
- Methods/process detailing how the Offeror will ensure services meet the requirements and standards of the PWS.
- Corrective actions to address any areas that fail to meet the standards or need improvement.
- Process to maintain sufficient workforce to perform all cleaning and management requirements.
- Process to fill key personnel positions vacated during performance.

VOLUME III - FACTOR 2 -PERFORMANCE CONFIDENCE:

Offerors shall provide their record of performance. It shall include the following:

1. Performance References: Submit past performance information for no more with no more than three(3) previous/current contracts with a minimum of two (2) references being from the Prime Contractor. If a past performance reference is submitted for a teaming partner/subcontractor, the Offeror shall ensure the teaming partner/subcontractor is identified in Volume 1 - Administrative.

For each reference, the Offeror shall provide the following:

- Project Name/Contract Number: Project name and contract number (if applicable).
- Total Value: Total contract dollar value (including all years of performance).
- Project/Contract dates of performance.
- Types of clinical facilities and buildings supported.
- Size: Total overall square meters serviced, and total square meters serviced listed by HEC service level (I through VI).
- Reference Point of Contact (POC) names, titles, active telephone numbers, and email addresses for both the Contracting Officer (or equivalent commercial representative) and the Technical/Program Manager.

2. Past Performance Questionnaires(PPQs): Offerors are responsible for sending the attached Past Performance Questionnaire (Exhibit B) to each past performance reference.

- o References shall complete the PPQ and email it directly to the U.S. Government at hyun.j.townsley.civ@health.mil.
- o All completed PPQs shall be received by DHA directly from the reference no later than the solicitation closing date and time.

Joint Ventures, Teaming, and Subcontracting Instructions:

Offerors may submit a proposal as a Joint Venture (JV), utilize a teaming arrangement, or subcontractors. If a JV has no past performance, submit a minimum of one (1) past performance reference for each JV member, team member, or subcontractor proposed to perform the work.

Cross-Teaming Prohibition: A company may only participate in one proposal. A company identified as a prime contractor, Joint Venture member, team member, or subcontractor on your proposal cannot participate in any capacity on another company's proposal.

VOLUME IV - FACTOR 3 - PRICE:

Exhibit C - Price Matrix. Offerors shall propose firm-fixed unit prices for each unit price (yellow cells) in Exhibit C, Tabs 1 through 4. Offerors shall not alter any prepopulated units or quantities on Exhibit C. Prices shall include all costs necessary to meet the PWS requirements, including compliance with German statutory wage agreements.

52.212-1(b) *Period for acceptance of offers is revised as follows.* The Offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified for receipt of offers.

52.212-1(c) Late submissions, modifications, revisions, and withdrawals of offers is revised as follows.

(1) Offerors are responsible for submitting proposals by the date and time specified in Block 8 on page 1 of the SF 1449. Time is local Central European Time. Submit proposals via email to hyun.j.townsley.civ@health.mil and elena.m.raspitha.civ@health.mil. Subject Line of the email shall include "OfferName_Proposal_HT940626RE006"

52.212-1(d) *Contract award is revised as follows. The Government intends to evaluate offers and award a contract without negotiations with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct negotiations, 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.*

Add the following paragraph to 52.212-1

(f) Verification and Prior Knowledge. All proposal information is subject to verification by DHA. Offerors shall assume that DHA has no prior knowledge of their company, and DHA will rely solely on documentation provided in the Offeror's proposal.

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		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.214-34	Submission of Offers in the English Language.	Apr 1991		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

FAR Clauses Incorporated by Full Text

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>

(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 DoD FAR Supplement (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)

Evaluation Factors for Award

FAR 52.212-2Commercial Services

(a) This is a streamlined RFP that utilizes a competitive tradeoff source selection process in accordance with RFO FAR 15.

The following evaluation factors will be used to evaluate proposals:

Factor 1 -Technical Capability

Factor 2 - Performance Confidence

Factor 3 -Price

It is in the Government's best interest to consider award to other than the lowest priced Offeror. This process permits tradeoffs among price and non-price factors. It allows the Government to award a higher priced proposal if the anticipated benefits merit the additional cost. **Performance Confidence is significantly more important than price.**

(b) Proposal Compliance

DHA will perform a proposal review to confirm the required SF 1449 and applicable SF 30(s) are complete and to ensure the Offeror provided the required 52.212-1 information. DHA will consider an offeror ineligible for award if any volume was not submitted by the required date and time, is incomplete, or does not comply with format requirements.

Noncompliant proposals that fail to address one or more requirements of Addendum to 52.212-1will be excluded from evaluation for award.

(c) The evaluation will be conducted in three (3) phases completed in the following order:

Phase I - Factor 1Technical Capability

Phase II -Factor 2Performance Confidence

Phase III -Factor3 Price

Phase I Evaluation -Factor 1 Technical Capability

The Government will use the following evaluation criteria:

- **Subfactor A: Procedures.** The Offeror proposed detailed cleaning and disinfecting procedures and adequate supplies and equipment for all Service Levels that meet or exceeds industry and regulatory guidelines as required in the PWS.
- **Subfactor B: Skills.** The Offeror demonstrated it has the following skills:
 1. Experience performing healthcare cleaning services, for a minimum of three (3) consecutive years within the five years preceding the date of issuance of this solicitation, that are the same or similar to HEC Service Levels I through VI at DoD or commercial treatment facilities.
 2. Demonstrated ability to manage a geographically dispersed workforce outside the United States for a minimum of three (3) years of experience in the last five (5) years managing a geographically dispersed workforce.
 3. Demonstrated ability to manage no fewer than 50 German employees working on a service contract for a minimum of three (3) years of experience in the last five (5) years managing a German workforce.
- **Subfactor C: Schedules and Staffing.** The Offeror's sample work schedules include all tasks and all personnel necessary to meet the PWS requirements. The staffing plan demonstrates the Offeror's ability to accomplish work within required timelines.
- **Subfactor D: Management Plan.** The plan demonstrates the Offeror's Quality Control Process and the Phase-in/Transition Plan demonstrates the Offeror's ability to accomplish work within required timelines.

The Government will use thefollowing ratings to evaluate Factor 1 Technical Capability. Offerors with anunacceptable Technical Capability rating will be excluded from furtherevaluation and not eligible for award.

Adjectival Rating	Description
Acceptable	All requirements of all subfactors are met.
Unacceptable	One or more requirements of all subfactors are not met.

Offerors rated "Unacceptable" in Phase I will be excluded from further evaluation.

Phase II Evaluation: Factor 2 Performance Confidence. The Government will assess the Offeror's performance in the following order: recency, then relevancy, and finally quality to determine the Government's confidence in the Offeror's ability to successfully perform as proposed. Only recent performance references will be evaluated for relevancy. Offerors with recent and relevant performance will receive a confidence rating. Offerors without recent and relevant performance will receive a "No Confidence" rating.

a. To be **recent**, the effort must have occurred for at least six (6) consecutive months within the five (5) years preceding the date of issuance of this solicitation. Past performance information that fails to meet these recency criteria will not be further evaluated and therefore not included in performance confidence rating.

b. To be **relevant**, the reference should involve similar scope, magnitude, and complexity to the solicitation requirements. The **relevant** ratings will be assigned as outlined below in Table 1.

Table 1 - PERFORMANCE RELEVANCY ASSESSMENT	
Rating	Description
VERY RELEVANT	Past/present performance of HEC services involved: - Medical facilities with inpatient and specialty patient care services; and - Medical facilities > 60,000 square meters; and - Geographically dispersed performance in more than two locations; and - Managing more than 50 German employees providing services; and - All 6 Service Levels; and - Performance in Germany
RELEVANT	Past/present performance of HEC services involved: - Medical facilities > 50,000 square meters; and - Service Level I and at least 2 other Service Levels; and - Geographically dispersed performance; and - Performance OCONUS
SOMEWHAT RELEVANT	Past/present performance of HEC services involved: - Medical facility with < 50,000 square meters; and - Performed at least three (3) service levels but did not include Service Level 1.
NOT RELEVANT	Past/present performance did not involve aseptic cleaning and disinfection services or were not performed in a medical facility.

Performance Confidence Assessment: Offerors with recent and relevant performance will receive one integrated performance confidence assessment rating IAW Table 2. If an Offeror's past performance rating is "Limited Confidence" or "No Confidence," the Offeror will not be considered for award.

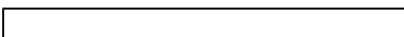


Table 2 - PERFORMANCE CONFIDENCE RATING	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, DHA has high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, DHA has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, DHA has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, DHA has no expectation that the offeror will successfully perform the required effort.

Performance References: The Government will evaluate references to ensure the Offeror provided a record of recent and relevant performance. The Government will use data provided by each Offeror in this section and may use data obtained from other sources in its evaluation.

Joint Venture: If an Offeror is a JV with no past performance information, the past performance record of all companies forming the JV will be considered. The Government will assign one (1) combined Performance Confidence Assessment rating to the Joint Venture Offeror. Individual JV members will not receive separate ratings.

To determine the single rating for the JV, the Government will evaluate each JV partner's recent and relevant past performance references in direct relation to the specific tasks and responsibilities that partner is scheduled to perform under the Performance Work Statement (PWS).

The Government reserves the right to use both the information provided in the Offeror's Performance Confidence volume and information obtained from other sources, such as Contractor Performance Assessment Reporting System (CPARS) or similar systems, interviews with Program Managers (PM) and Government personnel, and other known commercial sources. The past performance evaluation may include verification of dates of service for recency and of type of work for relevancy.

Offerors who receive a Limited Confidence or No Confidence rating during evaluation Factor II - Performance Confidence will be excluded from further evaluation and therefore not eligible for award.

All proposals that receive an Acceptable rating under the Factor I - Technical Capability evaluation **and** that receive a Satisfactory Confidence, or Substantial Confidence rating in Factor II - Performance Confidence will advance to Factor III evaluation - Price.

Factor III - Price: Price will be evaluated to ensure that it is fair and reasonable, complete and balanced.

- i. The Government will conduct a Price Analysis for price fairness and reasonableness, balance, and completeness.
- ii. Because FAR 52.217-8 provides that the Government may exercise the Option to Extend Services at the rates specified in the contract, for purposes of evaluating the Option to Extend Services, the Government will consider the prices submitted to be binding should the Option to Extend be exercised.
- iii. The Government does not intend to conduct a price realism analysis unless it is necessary for such purposes as determining whether an Offeror's low price reflects a lack of understanding of the contract requirements or assessing the Offeror's ability to perform in accordance with the PWS.
- iv. *Reasonableness:* For a price to be reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. The Government will determine prices fair and reasonable by using one or more of the price analysis techniques at RFO 15.404-1. Price must be determined fair and reasonable.

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-00038)

(Feb 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-00038)

(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:

Technical, Performance Confidence, and Price

Performance Confidence is significantly more important than price.

(b) *Options (Not applicable).*

(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)

52.225-17 Evaluation of Foreign Currency Offers.

(Feb 2000)

Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using DoD FY27 Budget rate (\$1 = Euro 0.8549) in effect as follows:

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

(b) For acquisitions conducted using negotiation procedures-

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

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

(End of provision)