SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W9115126RA003	05 MAY 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	NICHOLAS RODRIQUEZ	2542877685	15 JUN 2026 12:00 PM

9. ISSUED BY CODE W91151

W6QM MICC-FDO FT HOOD
36000 DARNALL LOOP, FORT HOOD TX 76544
FORT HOOD, TX 76544
UNITED STATES
NICHOLAS RODRIQUEZ, EMAIL: NICHOLAS.J.RODRIQUEZ2.MIL@ARMY.MIL
TELEPHONE: 2542877685

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 562212

SIZE STANDARD: USD 47,000,000.00

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 FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA
SEE CONTINUATION

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

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

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

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

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)* 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* 31c. DATE SIGNED

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Refuse Collection - PWS references 5.2.1 and 2.1.94 Refuse. All garbage, ashes, debris, trash, rubbish and items intended for disposal that are generated in conjunction with the activities in the areas covered in this contract. Items excluded are explosives, incendiary waste, hazardous waste, and pathological waste resulting from medical and radiological processes. Product Service Code: M1PD North American Industry Classification System (NAICS): 562212 Pricing Arrangement: Firm Fixed Price	1	Job		

Additional Descriptive Data:

CLIN 0001: Refuse Collection

Base Year (Ordering Period 1): PoP: 1/1/2027 - 11 /30/2027 (11 Months)

Unit Price _____ Total _____

Ordering Period 2: PoP: 12 /1/2027 - 11/30/2028 (12 Months)

Unit Price _____ Total _____

Ordering Period 3: PoP: 12/1/2028 - 11/30/2029 (12 Months)

Unit Price _____ Total _____

Ordering Period 4: PoP: 12/1/2029 - 11/30/2030 (12 Months)

Unit Price _____ Total _____

Ordering Period 5: PoP: 12/1/2030 - 11/30/2031 (12 Months)

Unit Price _____ Total _____

Ordering Period 6: PoP: 12/1/2031 - 11/30/2032 (12 Months)

Unit Price _____ Total _____

Ordering Period 7: PoP: 12/1/2032 - 11/30/2033 (12 Months)

Unit Price _____ Total _____

0002	Landfill Operation - Reference 5.3.15 Landfill Operation. The Contractor shall manage and provide a complete and comprehensive landfill operation to guard the gate; operate the landfill scale; monitor solid waste unloading and disposal, waste elevations, ground-water quality, and landfill gas generation; and spread, compact, and cover all municipal, special, and Class I waste. Product Service Code: M1PD Pricing Arrangement: Firm Fixed Price	1	Job		

Additional Descriptive Data:

CLIN 0002 - Landfill Operation

Base Year (Ordering Period 1): PoP: 1/1/2027 - 11 /30/2027 (11 Months)

Unit Price _____ Total _____

Ordering Period 2: PoP: 12 /1/2027 - 11/30/2028 (12 Months)

Unit Price _____ Total _____

Ordering Period 3: PoP: 12/1/2028 - 11/30/2029 (12 Months)

Unit Price _____ Total _____

Ordering Period 4: PoP: 12/1/2029 - 11/30/2030 (12 Months)

Unit Price _____ Total _____

Ordering Period 5: PoP: 12/1/2030 - 11/30/2031 (12 Months)

Unit Price _____ Total _____

Ordering Period 6: PoP: 12/1/2031 - 11/30/2032 (12 Months)

Unit Price _____ Total _____

Ordering Period 7: PoP: 12/1/2032 - 11/30/2033 (12 Months)

Unit Price _____ Total _____

0003	Grease Trap Service - PWS Reference 5.3.38 and TE F- Grease Trap Service. The Contractor shall provide complete grease trap service that includes collecting grease trap waste, cleaning the grease trap interiors, removing all excess water/waste from the vault surrounding the grease trap as needed, disposing of waste IAW applicable TCEQ regulations, and other associated tasks on a scheduled or unscheduled basis. Not to exceed 4,500,000 gallons throughout the 84-month contract duration. Product Service Code: M1PD Pricing Arrangement: Firm Fixed Price	1	Job		

Additional Descriptive Data:

CLIN 0003 - Grease Trap Service

Base Year (Ordering Period 1): PoP: 1/1/2027 - 11 /30/2027 (11 Months)

Unit Price _____ Total _____

	Ordering Period 2: PoP: 12 /1/2027 - 11/30/2028 (12 Months) Unit Price _____ Total _____ **Ordering Period 3:** PoP: 12/1/2028 - 11/30/2029 (12 Months) Unit Price _____ Total _____ **Ordering Period 4:** PoP: 12/1/2029 - 11/30/2030 (12 Months) Unit Price _____ Total _____ **Ordering Period 5:** PoP: 12/1/2030 - 11/30/2031 (12 Months) Unit Price _____ Total _____ **Ordering Period 6:** PoP: 12/1/2031 - 11/30/2032 (12 Months) Unit Price _____ Total _____ **Ordering Period 7:** PoP: 12/1/2032 - 11/30/2033 (12 Months) Unit Price _____ Total _____				
0004	Grease Trap Service Building 121 and 49010 PWS Reference 5.3.38 and TE F Grease Trap Service. The Contractor shall provide complete grease trap service that includes collecting grease trap waste, cleaning the grease trap interiors, removing all excess water /waste from the vault surrounding the grease trap as needed, disposing of waste IAW applicable TCEQ regulations, and other associated tasks on a scheduled or unscheduled basis. Not to exceed 120 each throughout the 84-month contract duration. Product Service Code: M1PD Pricing Arrangement: Firm Fixed Price	1	Job		

	Additional Descriptive Data: **CLIN 0004 - Grease Trap Service Building 121 and 49010** **Base Year (Ordering Period 1):** PoP: 1/1/2027 - 11 /30/2027 (11 Months) Unit Price _____ Total _____ **Ordering Period 2:** PoP: 12 /1/2027 - 11/30/2028 (12 Months) Unit Price _____ Total _____ **Ordering Period 3:** PoP: 12/1/2028 - 11/30/2029 (12 Months) Unit Price _____ Total _____ **Ordering Period 4:** PoP: 12/1/2029 - 11/30/2030 (12 Months) Unit Price _____ Total _____ **Ordering Period 5:** PoP: 12/1/2030 - 11/30/2031 (12 Months) Unit Price _____ Total _____ **Ordering Period 6:** PoP: 12/1/2031 - 11/30/2032 (12 Months) Unit Price _____ Total _____ **Ordering Period 7:** PoP: 12/1/2032 - 11/30/2033 (12 Months) Unit Price _____ Total _____				
0005	Roll-Off Collection - PWS Reference 5.2.3 and 5.3.3 Work in Cantonment--Compactive Containers as identified in TE C Cantonment Roll Off- Compactor Location. The Contractor shall provide compactive containers, or use an equivalent method, at locations where there is not enough space to accommodate an adequate number of	1	Job		

regular containers; or wherever there are more than four (4) containers in the same location; that must be emptied more than once a day. Not to exceed 3000 each throughout the 84-month contract duration. Product Service Code: M1PD Pricing Arrangement: Firm Fixed Price				

Additional Descriptive Data:

CLIN 0005 - Roll-Off Collection

Base Year (Ordering Period 1): PoP: 1/1/2027 - 11 /30/2027 (11 Months)

Unit Price _____ Total _____

Ordering Period 2: PoP: 12 /1/2027 - 11/30/2028 (12 Months)

Unit Price _____ Total _____

Ordering Period 3: PoP: 12/1/2028 - 11/30/2029 (12 Months)

Unit Price _____ Total _____

Ordering Period 4: PoP: 12/1/2029 - 11/30/2030 (12 Months)

Unit Price _____ Total _____

Ordering Period 5: PoP: 12/1/2030 - 11/30/2031 (12 Months)

Unit Price _____ Total _____

Ordering Period 6: PoP: 12/1/2031 - 11/30/2032 (12 Months)

Unit Price _____ Total _____

Ordering Period 7: PoP: 12/1/2032 - 11/30/2033 (12 Months)

Unit Price _____ Total _____

0006	Tire Delivery to DLA - PWS reference 1.4.5 and 5.3.9.11.1 The Contractor shall interface with DLA personnel for the turn-in of tires. This will include off-loading tires, stacking on pallets and shrink wrapping or banding tires on pallets according to DLA turn-in instructions. PWS Reference 5.3.9.11.1 There shall be no more than 50 tires stored at the Fort Hood Landfill awaiting turn in to DLA. Product Service Code: M1PD Pricing Arrangement: Firm Fixed Price	1	Job		

Additional Descriptive Data:

CLIN 0006 - Tire Delivery to DLA

Base Year (Ordering Period 1): PoP: 1/1/2027 - 11 /30/2027 (11 Months)

Unit Price _____ Total _____

Ordering Period 2: PoP: 12 /1/2027 - 11/30/2028 (12 Months)

Unit Price _____ Total _____

Ordering Period 3: PoP: 12/1/2028 - 11/30/2029 (12 Months)

Unit Price _____ Total _____

Ordering Period 4: PoP: 12/1/2029 - 11/30/2030 (12 Months)

Unit Price _____ Total _____

Ordering Period 5: PoP: 12/1/2030 - 11/30/2031 (12 Months)

Unit Price _____ Total _____

	Ordering Period 6: PoP: 12/1/2031 - 11/30/2032 (12 Months) Unit Price _____ Total _____ **Ordering Period 7:** PoP: 12/1/2032 - 11/30/2033 (12 Months) Unit Price _____ Total _____				
0007	Area 4 Closing - - Reference PWS 5.3.37, TE A Landfill Permit, TE D Bid Schedule, and TCEQ Landfill Site. Approximate 958,320 SQ Foot. Product Service Code: M1PD Pricing Arrangement: Firm Fixed Price	1	Job		
0008	Phase-in - PWS Reference 1.7.8.6 Phase In. The phase-in process shall address transition of personnel (with emphasis on key personnel), employee orientation to Fort Hood and other employee training, procurement and placement of Contractor-furnished property, receipt of Government facilities, and other actions necessary to fully perform the requirements of the contract on the contract start date. The Contractor shall keep the Contracting Officer, and other personnel identified by the Contracting Officer, fully informed of status of the phase-in effort. Product Service Code: M1PD Pricing Arrangement: Firm Fixed Price	1	Months		

Continuation of Description

Requirements

Fort Hood Solid Waste Services

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES
0003	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W45NQ9 CountryCode: USA

	W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES
0004	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES
0005	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES
0006	Inspection and Acceptance Location Both Destination Instructions: See PWS

	DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES
0007	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES
0008	Inspection and Acceptance Location Both Destination Instructions: See PWS DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES

Continuation of Deliveries or Performance

0001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Jan 2027 To 30 Nov 2027
0002	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Jan 2027 To 30 Nov 2033
0003	**Quantity** 1 Job

	Address and POC Place of Performance DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Jan 2027 To 30 Nov 2033
0004	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Jan 2027 To 30 Nov 2033
0005	**Quantity** 1 Job **Address and POC** Place of Performance

	DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Jan 2027 To 30 Nov 2033
0006	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Jan 2027 To 30 Nov 2033
0007	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT

	BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Jan 2027 To 30 Nov 2027
0008	**Quantity** 1 Months **Address and POC** Place of Performance DoDAAC: W45NQ9 CountryCode: USA W0VC ENGR R U ACT BLDG 4408 78TH ST AT SANTA FE, IMWE HOD PWB SUPPLY FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Dec 2026 To 31 Dec 2026

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation)	2026-02		
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (Deviation)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation)	2026-02		
52.209-9	Updates of Publicly Available	2026-02		

	Information Regarding Responsibility Matters. (Deviation)	
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation)	2026-02
52.219-6	Notice of Total Small Business Set-Aside. (Deviation)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation)	2026-02
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation)	2026-02
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation)	2026-02

52.222-50	Combating Trafficking in Persons. (Deviation)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD	2011-09		

	Officials.	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12
252.203-7003	Agency Office of the Inspector General.	2019-08
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2023-01
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01

252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.227-7015	Technical Data-Commercial Products and Commercial Services.	2025-01
252.227-7037	Validation of Asserted Restrictions on Technical Data.	2025-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	2013-05
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.245-7005	Management and Reporting of Government Property.	2024-01
252.246-7003	Notification of Potential Safety Issues.	2023-01

252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-14	Limitations on Subcontracting (DEVIATION 2021-O0008)	2026-02	Deviation 2021-O0008	2023-02

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both

supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

By the end of the base term of the contract and then by the end of each subsequent ordering period.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document /support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have

a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-42	Statement of Equivalent Rates for Federal Hires.	2014-05

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5 332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
____	____
____	____
____	____
____	____
____	____
____	____
____	____

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: Level 1 for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.211-7003	Item Unique Identification and Valuation.	2023-01

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number;

DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U. S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

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

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

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

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

(ii) For fixed price line items-

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

Invoice 2in1

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

Invoice 2in1

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W91151
Admin DoDAAC	W91151

Inspect By DoDAAC	W45NQ9
Ship To Code	W45NQ9
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W45NQ9
Service Acceptor (DoDAAC)	W45NQ9
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact.*

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

TBD

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	2026-02		
52.222-3	Convict Labor. (Deviation)	2026-02		
52.222-9	Apprentices and Trainees. (DEVIATION 2025-O0003)	2005-07	Deviation 2025-O0003	2025-03
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	2026-02	Deviation 2025-O0004	2025-03
52.227-14	Rights in Data-General.	2014-05		

52.228-5	Insurance-Work on a Government Installation.	1997-01		
52.232-1	Payments.	1984-04		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.233-1	Disputes. (Deviation)	2026-02		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	1984-04		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation)	2026-02		
52.242-13	Bankruptcy.	1995-07		
52.243-1	Changes-Fixed-Price. (Alternate I)	1987-08	Alternate I	1984-04
52.245-1	Government Property.	2021-09		
52.245-9	Use and Charges.	2012-04		
52.246-4	Inspection of Services-Fixed-Price.	1996-08		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.201-7000	Contracting Officer's Representative.	1991-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	2023-01		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01		
252.225-7021	Trade Agreements.	2024-02		
252.225-7048	Export-Controlled Items.	2013-06		
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	2014-10	Deviation 2020-O0010	2020-03
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.239-7001	Information Assurance Contractor Training and Certification.	2008-01		
252.242-7005	Contractor Business Systems.	2025-01		
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.245-7003	Contractor Property Management System Administration	2025-01		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-18	Ordering.	2020-08		

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 1 December 2026 through 30 November 2033.

(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.	1995-10		

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $1,000.00, 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 10M;

(2) Any order for a combination of items in excess of 10M; or

(3) A series of orders from the same ordering office within 365 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 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) 2026-02

Indefinite Quantity (Feb 2026) (Deviation)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months after the last day of the ordering period.

(End of clause)

52.217-8	Option to Extend Services.	1999-11

Option to Extend Services (Nov 1999)

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

(End of clause)

52.232-19	Availability of Funds for the Next Fiscal Year.	1984-04

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

Funds are not presently available for performance under this contract beyond ____. 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 ____, 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)

52.245-2	Government Property Installation Operation Services.	2012-04

Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

See TE-Z Government Furnished Property

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

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/ https://www.ecfr.gov/current/title-48.

(End of clause)

52.252-4 Alterations in Contract. 1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

NONE

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

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

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

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

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause

of this contract entitled "Termination for Convenience of the Government."

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

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

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

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

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

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

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

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

(month) (day), (year) ____ $ ____

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Attachment 1 - PWS

TE-A Landfill Permit

TE-AA 2024-2029_Hood_INRMP_Final

TE-B Cantonment Refuse Container Locations

TE-C Cantonment Roll Off-Computer Container Locations

TE-D Bid Schedule TE-E Customer ID

TE-F Grease Trap Inventory

TE-G Landfill Disposal Data

TE-H Landfill Image

TE-I Hazardous Material Authorization Request

TE-J Sample Report Form

TE-K Org Chart

TE-L Wage Determination 2015-5237

TE-M WD Pricing Spreadsheet

TE-N Baseline Staffing

TE-O Equipment Listing

TE-P Container Placement Maps

TE-Q Fort Hood Landfill Site Plan

TE-R Fort Hood Main Cantonment Map

TE-S West Fort Hood Cantonment Map

TE-T North Fort Hood Cantonment Map

TE-U BLORA (Belton Lake Outdoor Recreation Area) Map

TE-V Solid Waste Performance Standards

TE-X SPILL PREVENTION CONTROL AND

TE-Y FRP Facility Response Plan

TE-Z Government Furnished Property

*** END OF NARRATIVE ***

Solicitation Provisions

FAR Provisions Incorporated by Reference

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

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7016	Notification to Offerors-Postaward Debriefings.	2025-10		

252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters. (Deviation)	2026-02		

Information Regarding Responsibility Matters (Feb 2026) (Deviation)

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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)

252.215-7008 Only One Offer. 2022-12

ONLY ONE OFFER (DEC 2022)

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

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

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

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

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

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis

required at FAR 15.404-1).

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

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

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

(End of provision)

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

ADDENDUM TO 52.212-1: GENERAL INSTRUCTIONS

(a) The selection of a source for award purposes will be conducted utilizing source selection (competitive) procedures as delineated in **FAR Parts 12 and 15**. Offers shall be evaluated using the criteria under **FAR Clause 52.212-2**, Evaluation--Commercial Products and Commercial Services, "Evaluation Factors."

Noncompliance with the Request for Proposal (RFP) requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for contract award.

(b) **The Offer.** The submission of the documentation specified below shall constitute the Offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and contract type.

(c) The Government intends to **award without negotiations**. Offerors are encouraged to present their best technical proposal and prices in their initial proposal submission.

(d) Instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

(e) If an Offeror believes that the requirements in these instructions contain error, ambiguity, omission, or are otherwise deemed unsound, the Offeror shall immediately notify the KO in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without negotiations.

(f) In accordance with **FAR Subpart 4.309**, the Government will retain one copy of all unsuccessful proposals.

(g) All referenced documents for this solicitation are available on the **SAM.gov** website at https://www.sam.gov.

(h) **Pre-Award Debriefings of Offerors.** The Contracting Officer (KO) shall promptly notify Offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with **FAR 15.2**. IAW FAR 15.206-2(b), the contracting officer has designated email as the acceptable medium for pre-award debriefings.

(i) **Post-Award Debriefings of Offerors.** The KO shall notify unsuccessful Offerors in the competitive range of the source selection decision in accordance with **FAR 15.3**. Upon such notification, unsuccessful Offerors may request and receive a post-award debriefing. Offerors

desiring debriefing must make their request in accordance with the requirements of **FAR 15.3**. IAW FAR 15.301-1(b), the contracting officer has designated email as the acceptable medium for post-award debriefings.

(j) Potential Offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

(k) Offeror shall be registered in the **System for Award Management (SAM)** website prior to receipt of proposal in order to receive an award. Offerors are reminded that failure to comply "shall render their proposal as non-acceptable."

(l) The **NAICS code** shall be on the Offerors SAM profile prior to receipt of proposal in order to receive an award. Offerors are reminded that failure to comply "shall render their proposal as non-acceptable."

(m) **Site Visit.** The Government will conduct a pre-proposal conference/site visit at Fort Hood on **27 May 2026 at 1:30pm** at South Sherman Road BLDG 40001 575 Fort Hood, TX 76544. The site visit will consist of a pre-proposal briefing, presentation, and onsite visit. All interested companies may attend with a limit of two (2) attendees per company.

Please submit, in writing, the names of attendees to the KO and Contract Specialist no later than **20 May 2026 at 12:00pm**. Technical questions are not official unless received in writing as a Request for Information (RFI). All RFIs must be submitted no later than **29 May 2026 at 12:00pm**. Questions submitted after the specified date/time will not be accepted.

(n) **Security Requirements:** All attendees must be able to enter Fort Hood Installation. To receive a pass, attendees must stop by the Fort Hood Visitor Center and follow required instructions. Allow at least one hour for pass registration. Attendees must provide a valid identification card.

(o) **Service Contract Reporting (SCR):** In accordance with **FAR Subpart 4.208**, contractors are required to report data in SAM on an annual basis when they are awarded a DoD contract or task order valued in excess of $3 million in obligations or deobligations.

PROPOSAL PREPARATION INSTRUCTIONS

1. Proposal Format.

a. Exceptions/Assumptions/Deviations. Offerors are required to meet all solicitation requirements (terms, conditions, reps and certs, past performance, and technical requirements) in addition to evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award.

If the Offeror finds it necessary to take exception to any requirements, the Offeror shall clearly identify the Volume and exceptions with a complete explanation of why the exception was taken, what benefit accrues to the Government, and its impact on performance, schedule, and cost.

Each exception shall be specifically related to each paragraph. Offerors are cautioned that taking an exception/assumption may render the offer ineligible for award.

Table 1 - Solicitation Exceptions/Assumptions

Solicitation References	PG/PARA	RQMT/Portion	Rationale & Impact
CLINs, PWS, FAR 52.212-1 (and Addendum), FAR 52.212-2 (and Addendum), Technical Exhibits /Attachments	Applicable page & paragraph numbers	Identify the requirement or portion to which exception /assumption is taken	Describe the rationale and impact of the exception/assumption

PROPOSAL SUBMITTAL AND INQUIRIES

The proposal shall be organized into **four (4) separate volumes,** and a **duplicate copy of each with identifying information redacted for the Source Selection Board.**. Each volume shall have a cover sheet clearly marked with the company's name, address, telephone number, and Request for Proposal SF 1449. Digital copies shall be provided in Microsoft Word, PowerPoint, and /or Excel.

- **File names:** "Volume#, Company Name - Initial".
- **Text:** Single spaced, black font, white paper. 12-pitch type or 10-point proportional spacing.

Proposal Volumes Table:

VOLUMES	TITLE	Number of Copies	PAGE LIMITS
I	General	1 electronic copy	As Required
II	Technical Capability Factor	1 electronic copy	30
III	Past Performance Factor	1 electronic copy	30
IV	Price Factor	1 electronic copy	As Required

Submittal Details: (a) Proposals shall be submitted electronically to the below **Contract Specialists** and the **Contracting Officer** prior to the closing date identified in block 8 of the SF 1449.

Contract Specialists:

- Winston Franks, winston.o.franks.civ@army.mil,
- SSG Nicholas Rodriquez, nicholas.j.rodriquez2.mil@army.mil

Contracting Officer:

- MSG Justin Mansfield, justin.j.mansfield.mil@army.mil

(b) The Government shall not accept any changes after the closing date (**FAR 15.107**). Offerors shall assume the Government has no prior knowledge of their facilities and will base evaluation solely on the presented proposal.

VOLUME I - GENERAL

This volume shall contain the following in order:

1. **Cover Sheet:** Company name, solicitation number, and POC authorized to obligate the company contractually. Include a letter signed by a company officer identifying authorized negotiators. Disclose any other company names/CAGE codes used or bankruptcy filings within the last seven (7) years.
2. **Amendments:** Acknowledge any amendments by submitting signed copies of **SF 30**.
3. **SF 1449:** Fully completed (Blocks 12, 17a, 17b, 30a, 30b, and 30c).
4. **Supplies or Services and Prices:** Completed CLINs for all periods.
5. **Representations and Certifications:** Completed **FAR 52.212-3**. If registered in SAM, complete only paragraph (b). Include **FAR 52.209-5** and **52.209-11**.
6. **Insurance:** Provide SUTA and Workers' Compensation Insurance (WCI) certificates.
7. **Option to Extend Services:** Evaluation will include **FAR 52.217-8**. The total evaluated price includes the base 84-month period plus 1/2 of the final year's price.
8. **Responsibility Determination (FAR 9.103):** Provide a **bank line of credit** to demonstrate adequate financial resources. The KO will check **CPARS** and **FAPIIS** for performance and integrity records.

VOLUME II - FACTOR 1: TECHNICAL CAPABILITY

Subfactor 1: Equipment and Staffing Plan.

- **Equipment:** Provide a detailed chart (TE O) of all proposed equipment (type, quantity, leased /owned, origin). Equipment must be commensurate with PWS 3.3
- **Staffing:** Provide a staffing plan (TE N). Include Key Personnel resumes and signed commitment letters.
- **Self-Performance:** Indicate if you intend to self-perform or subcontract. Identify subcontracting percentages.
- **Age of Equipment:** Demonstrate waste equipment is within their primary service life and reflect current industry standards for efficiency.

Subfactor 2: Quality Control Plan (QCP). Provide a draft QCP describing inspection systems and frequencies. Note: Quality Control positions must be **single-role duties** (no dual-hatting).

Subfactor 3: Phase-In Plan. Provide a 30-day plan (IAW PWS 1.7.8.6) including training programs and transfer dates.

Sub-Factor #4: License/Experience: Provide resumes, licenses, and all relevant certificates of the Key Personnel listed in PWS 1.7.8.5 - 1.7.8.5.5.

VOLUME III - FACTOR 2: PAST PERFORMANCE

The Government will assess data from **CPARS**, **FAPIIS**, and other systems. Offerors shall provide written past performance (max 30 pages) for efforts within the past 3 years or ongoing. Past performance shall include work that is similar in nature and complexity which supports evaluating the recency and relevancy of work.

VOLUME IV - FACTOR 3: PRICE

Provide a completed **TE-D-Bid Schedule** and **TE-M-Wage Determination Pricing Spreadsheet**. Proposals must reflect latest **Wage Determination 2015-5237**. Escalation for exempt personnel is recommended for ordering periods. Failure to submit these TE's shall render your proposal as unacceptable.

Army 5152.233-4703 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

If you want to file a protest under the AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency-level protests should be sent to the contracting officer for resolution.

Headquarters U.S. Army Materiel Command Office of Command Counsel

4400 Martin Road Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

Facsimile number (256)450-8840

The AMC-level protest procedures are found at: http://www.amc.army.mil/pa /COMMANDCOUNSEL.asp

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

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

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

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

- *Technical*
- *Past Performance*
- *Price*

(b) *Options (if applicable)*. This is an eighty-four (84) month ordering period. FAR 52.217-8, Option to Extend Services is the only option that will be evaluated. The Government will evaluate offers for award purposes by adding the total price for all ordering periods to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the ordering period prices are significantly unbalanced. The evaluation of the option does not obligate the Government to exercise the option.

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Addendum to Evaluation - Commercial Product and Commercial Services

FAR Provision 52.212-2 is tailored as follows:

a. Basis for Contract Award

This is a Lowest Price Technically Acceptable (LPTA) source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items, and FAR Part 15, Contracting by Negotiation, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS).

Award will be made to a single offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Priced Technically Acceptable offer.

The Government anticipates adequate price competition for this solicitation and will evaluate proposals in accordance with FAR 15.404-1 Proposal Analysis Techniques, and instructions indicated in FAR Clause 52.212-1 (Instructions to Offerors - Commercial Items) and the addendum to FAR 52.212-1.

Trade-offs between price and non-price factors are not permitted. Unbalanced, unreasonably high, inaccurate, or incomplete proposal prices may be grounds for eliminating a proposal from the competition either on the basis that the offeror does not understand the requirement or that the offeror has made an unreasonable proposal.

Proposals that fail to meet the requirements set forth in FAR Clause 52.212-1 and the addendum to FAR 52.212-1 will be rated as unacceptable.

b. Award for All of the Work

The Government intends to award one contract as a result of this solicitation. Offers received for less than the stated number of items listed in the Continuation of Supplies or Services and Prices /Costs, including all ordering periods, will be considered ineligible for the award.

As set forth in FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without negotiations with offerors (except clarifications as described in FAR 15.202(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the

number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals.

c. Evaluation Criteria

(1) Evaluation criteria consist of factors and subfactors. The proposals will be evaluated under 4 evaluation factors:

- **Factor 1: Technical**
    - Subfactor 1: Equipment and Staffing Plan
    - Subfactor 2: Quality Control Plan
    - Subfactor 3: Phase-In
    - Subfactor 4: License for Key Personnel
- **Factor 2: Past Performance**
- **Factor 3: Price**

(2) **Factor 1 - Technical Factor.** The Technical Factor evaluation provides an assessment of the offeror's capability to satisfy the Government's minimum requirements.

The proposals shall be evaluated against the following Technical Evaluation Factors:

Sub-Factor #1 - Equipment and Staffing Plan. Describe specific resources that will be used to perform the work in the solicitation. Provide information in the following categories and show specific quantities (in terms of the total amount that will be applied to the contract in a 12-month period, and quantities of bulk packaged items).

Describe each type of resource, by each of the following work functions:

- PWS Paragraph 5.2.1.2 - Specific Tasks Routes/Schedules Submittals
- PWS Paragraph 5.2.3 - Work in Cantonment Areas
- PWS Paragraph 5.3.10 - Waste Collection Vehicles and Equipment
- PWS Paragraph 5.3.15 - Landfill Operation
- PWS Paragraph 5.3.16 - Landfill Scale Operation
- PWS Paragraph 5.3.38 - Grease Trap Service

The Government will evaluate the organizational charts, as provided within the proposal, for accomplishing the work in the solicitation. Evaluate the working hour matrix displaying the number of labor hours, by labor category, for each work function for both indirect and direct work.

The Government will consider the descriptions of the vehicle type that will be used in the contract, age, and condition as stated in the proposal. Identify how vehicles will meet requirements specified in the solicitation and regulatory agency requirements.

The Government will consider the full description of the types, ages, and condition of all equipment that will be used. Identify whether the equipment meets requirements specified in the solicitation and regulatory agency.

Evaluate the descriptions provided of the specific types, combinations and uses of containers that will be used. Consider whether containers will meet requirements specified in the solicitation and regulatory agency requirements.

The Government will review the full description of the specific types of communication systems and components that will be used, and by whom.

Sub-Factor #2: Quality Control Plan. The Government will evaluate the Quality Control Plan(s), to include the proposed inspection system, including frequency and methods of identifying and preventing deficiencies for contract functions listed below:

- PWS Paragraph 5.2.1.2 - Specific Tasks Routes/Schedules Submittals
- PWS Paragraph 5.2.3 - Work in Cantonment Areas
- PWS Paragraph 5.3.15 - Landfill Operation
- PWS Paragraph 5.3.38 - Grease Trap Service

The Government will evaluate the Quality Control staff structure that will conduct the inspections and the extent of their duties. Consider the proposed methods of developing and maintaining records of inspections and corrective actions, and their distribution to the Government for each work function.

Review how the Offeror intends to implement a customer complaint feedback system to include the proposed use of forms. Review the methods of identifying deficiencies in the quality of services, inspection techniques and process control methods to adequately ensure performance.

Review methods and processes to correct and prevent continuous deficiencies and defects in services.

Sub-Factor #3: Phase-In. The Government will evaluate the transition plan thirty (30) days in accordance with PWS Paragraph 1.7.8.6 for accomplishing the Phase-in procedures for the contract functions listed below:

- PWS Paragraph 1.7.8.6 - Phase-In Plan

- PWS Paragraph 5.3.10 - Waste Collection Vehicles and Equipment

The Government will evaluate the employee staffing plan, key personnel, and employee orientation and training to ensure a seamless transition into solid waste management activities on Fort Hood.

The Government will identify the approach of procurement and placement of contractor furnished property and receipt of government furnished property from Fort Hood. The Government will evaluate the methods used to collect, haul, and dispose of solid waste in accordance with the PWS.

The Government will review the full description of the specific types of communication systems and components that will be used and by whom.

The Government will review the proposed methods for interaction and liaison between the Offeror, customers, Government personnel, and other Government Contractors. Include on-site communication.

Include procedures for responding to customer calls for service. Consider potential methods and targets for customer training.

The Technical Factors will receive one of the adjectival ratings defined below. The subfactor ratings will be used to determine an overall rating for the factor.

Sub-Factor #4: License/Experience. The Government will evaluate the Project Manager, Quality Control Manager, Landfill Manager and Working Face Monitor to view required Texas Class A MSW (Municipal Solid Waste) License and minimum landfill operating experience.

- **PWS Paragraph 1.7.8.5.1 - Project Manager (PM):** Shall have a current Texas Class A MSW (Municipal Solid Waste) License with a minimum of two (2) years' experience operating a landfill and managing personnel that perform work under solid waste requirement.
- **PWS Paragraph 1.7.8.5.2 - Quality Control Manager (QCM):** the QCM shall have at least two (2) years of documented relative Solid Waste Management services experience.
- **PWS Paragraph 1.7.8.5.4 - Landfill Manager:** current Texas Class A MSW License with a minimum of three (3) years of experience in managing personnel that perform work under solid waste requirement.
- **PWS Paragraph 1.7.8.5.5 - Working Face Monitor:** Landfill Operation Course Certification with a minimum of three (3) years of experience in landfill operations.

The Government will evaluate the employee staffing, key personnel, and training to ensure a seamless transition into solid waste management activities on Fort Hood operating the landfill.

Table A-1. Technical Acceptable /Unacceptable Ratings	
Rating	**Descriptions**
Acceptable	The proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	The proposal does not clearly meet the minimum requirements of the solicitation.

(3) Factor #2: Past Performance

The Past Performance evaluation will assess the offeror's probability of meeting the solicitation's requirements as indicated by that offeror's record of past performance.

Past Performance is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services being procured under this solicitation.

Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems and State Department Watch Lists.

Past performance areas of evaluation include:

- PWS Paragraph 5.2.3 - Work in Cantonment Areas
- PWS Paragraph 5.3.15 - Landfill Operation
- PWS Paragraph 5.3.38 - Grease Trap Service

(a) Performance Confidence Assessment. Each offeror will receive a performance confidence assessment rating based on the Offeror's recent past performance, focusing on performance that is relevant to the Contract requirements.

(b) Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

(c) Relevancy Assessment. To be relevant, the effort must be similar in nature of work, size, and complexity. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work, size, and complexity to the services/products being procured under this solicitation.

A relevancy determination of the offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated.

In establishing what is relevant for the acquisition, consideration should be given to what aspects of an offeror's contract history would give the most confidence that the offeror will satisfy the current procurement. The past performance information provided in the proposal and obtained from other sources will be used to establish the relevancy of past performance.

(d) Evaluation Team Review. The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.

(e) Assigning Ratings. The Past Performance Factor will be assigned one of the ratings defined below:

Table 4. Past Performance Evaluation Ratings	
Rating	**Description**
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

(f) Unknown Past Performance. Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance.

Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

(4) Factor 3 - Price

Price will not be scored or rated. Evaluation of price will be performed using one or more of the price analysis techniques in FAR 15.404-1(b). Through these techniques the Government will determine whether prices are reasonable, complete and balanced.

The Government will evaluate offers for award purposes for the base eight-four (84) month ordering period. The Government may determine that an offer is unacceptable if the prices are significantly unbalanced from one year to the next.

As part of price evaluation, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding one-half of the Offeror's final Year 7 price to the Offeror's total price.

Thus, the Offeror's total price for the purpose of evaluation will include the base 84-month ordering period (Base Year, Year 2, Year 3, Year 4, Year 5, Year 6 and Year 7) and 1/2 of the Offeror's final ordering period price. Offerors are not required to enter a price for the six-month option to extend services period.

*** END OF NARRATIVE ***

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation)	2026-02		
52.233-2	Service of Protest. (Deviation)	2026-02		
52.237-1	Site Visit.	1984-04		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.206-7000	Domestic Source Restriction.	2023-08		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-11	Representation by Corporations Regarding Delinquent Tax	2026-02		

Liability or a Felony Conviction
under any Federal Law.
(Deviation)

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.219-1 Small Business Program 2026-02

Representations. (Deviation)

Small Business Program Representations (Feb 2026) (Deviation)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is ____ [insert NAICS code].

(2) The small business size standard is ____[insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

(1) The offeror represents as part of its offer that-

(i) it [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [_____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned

small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

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/browse/index/far

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

NONE

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity

Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: Level 1. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)