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

| | | | | |
|---|---|---|---|---|
| *NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.* | | | 1. REQUISITION NUMBER | PAGE 1 OF 38 |
| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER FA301626R0033 | 6. SOLICITATION ISSUE DATE 04 Jun 2026 |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME Jermayne Gordon | | b. TELEPHONE NUMBER (no collect calls) 210-370-7258 | 8. OFFER DUE DATE/ LOCAL TIME 03 Jul 2026 12:00 PM |

9. ISSUED BY CODE: FA3016

FA3016 502 CONS CL
1655 SELFRIDGE AVE BLDG 5450, CP 210-671-3617
JBSA LACKLAND, TX 78236-5286
UNITED STATES
Jermayne Gordon, Email: jermayne.gordon@us.af.mil Telephone: 210-370-7258
Laura Herring, Email: laura.herring.2@us.af.mil Telephone: 210-671-1872

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238910

SIZE STANDARD: USD 19,000,000.00

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/ OFFERER CODE FACILITY CODE:

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE:

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

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

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration Data

26. TOTAL AWARD AMOUNT (For Government Use Only)

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

# Solicitation/Contract Form

FY26 JBSA Lackland/Chapman Annex Demolition Services

This is a nonpersonal services requirement. The Contractor shall provide all management, tools, supplies, equipment, and labor necessary for the demolishment of seven (7) buildings at JBSA Lackland: B2988, B2989, B4395, B5584, B7362, B7561 and B140.
Product Service Code: P400

# Supplies or Services & Prices or Costs

**Additional Information/Notes**

| Item | Supplies / Services | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | FY26 JBSA LAK Demo Service<br>MPYJ237884 Demo B140 PoP 75 days after award<br><br>Product Service Code: P400<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0002 | FY26 JBSA LAK Demo Service<br>MPLS237883 Demo B7362 PoP 65 days after award.<br><br>Product Service Code: P400<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0003 | FY26 JBSA LAK Demo Service<br>MPLS238146 Demo B4395 PoP 35 days after award<br><br>Product Service Code: P400<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0004 | FY26 JBSA LAK Demo Service<br>MPLS238121 Demo B2988 PoP 30 days after award<br><br>Product Service Code: P400<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0005 | FY26 JBSA LAK Demo Service<br>MPLS190023 Demo B7561 PoP 30 days after award<br><br>Product Service Code: P400<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0006 | FY26 JBSA LAK Demo Service<br>MPLS238118 Demo B5584 PoP 35 afteraward<br><br>Product Service Code: P400<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0007 | FY26 JBSA LAK Demo Service<br>MPLS238119 Demo B2989 PoP 20 days after award<br><br>Product Service Code: P400<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |

# Description/Specifications/Statement of Work

**Requirements**

FY26 F18ED 502CEG 802CES E74448 FM9 CTO JBSA LAK Demo Service MPYJ237884 Demo B140 FDUI PK9OXV PoP 75 days after award

# Packaging and Marking

# Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F2M3CC<br>CountryCode: USA<br><br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| 0002 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F2M3CC<br>CountryCode: USA<br><br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| 0003 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F2M3CC<br>CountryCode: USA<br><br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| 0004 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F2M3CC<br>CountryCode: USA<br><br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa |

| | |
|---|---|
| | Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| 0005 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F2M3CC<br>CountryCode: USA<br><br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| 0006 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F2M3CC<br>CountryCode: USA<br><br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| 0007 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.<br><br>DoDAAC: F2M3CC<br>CountryCode: USA<br><br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |

# Deliveries or Performance

| Line Item | Delivery Schedule | Quantity | Address and POC |
|---|---|---|---|
| 0001 | Delivery Schedule<br>From date of lead time event to completion of performance<br>75 Calendar Days<br>Date of Award | 1 Each | Ship To<br>DoDAAC: F2M3CC<br>CountryCode: USA<br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES |
| 0002 | Delivery Schedule<br>From date of lead time event to completion of performance<br>65 Calendar Year<br>Date of Award | 1 Each | Place of Performance<br>DoDAAC: F2M3CC<br>CountryCode: USA<br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| 0003 | Delivery Schedule<br>From date of lead time event to completion of performance<br>35 Calendar Days<br>Date of Award | 1 Each | Place of Performance<br>DoDAAC: F2M3CC<br>CountryCode: USA<br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| 0004 | Delivery Schedule<br>From date of lead time event to completion of performance<br>30 Calendar Days<br>Date of Award | 1 Each | Place of Performance<br>DoDAAC: F2M3CC<br>CountryCode: USA<br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| 0005 | Delivery Schedule<br>From date of lead time event to completion of performance<br>30 Calendar Days<br>Date of Award | 1 Each | Place of Performance<br>DoDAAC: F2M3CC<br>CountryCode: USA<br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| 0006 | Delivery Schedule<br>From date of lead time event to completion of performance<br>35 Calendar Days<br>Date of Award | 1 Each | Place of Performance<br>DoDAAC: F2M3CC<br>CountryCode: USA<br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |
| | Delivery Schedule<br>From date of lead time event to completion of performance | 1 Each | Place of Performance<br>DoDAAC: F2M3CC |

| | | | |
|---|---|---|---|
| 0007 | 20 Calendar Days<br>Date of Award | | CountryCode: USA<br>F2M3CC 502 CES CECC1<br>AF NO MILSBILLS PROC CP 2102213955, 1555 GOTT ST<br>JBSA LACKLAND, TX 78236-5646<br>UNITED STATES<br><br>Angel Correa<br>Email: angel.correamonclova.1@us.af.mil<br>Telephone: 2106714073 |

# Contract Administration Data

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.201-7000 | Contracting Officer's Representative. | Dec 1991 | | |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018 | | |

## DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

N/A

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

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 | F87700 |
| Issue By DoDAAC | FA3016 |
| Admin DoDAAC | FA3016 |
| Inspect By DoDAAC | F2M3CC |
| Ship To Code | N/A |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | F2M3CC |
| Service Acceptor (DoDAAC) | F2M3CC |
| Accept at Other DoDAAC | ____ |
| LPO DoDAAC | ____ |
| DCAA Auditor DoDAAC | ____ |
| Other DoDAAC(s) | ____ |

(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.

Angel Correamonclova, angel.correamonclova.1@us.af.mil

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

(End of clause)

# Special Contract Requirements

# Contract Clauses

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.202-1 | Definitions. | Jun 2020 | | |
| 52.203-3 | Gratuities. | Apr 1984 | | |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions. | Jun 2020 | | |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | Dec 2014 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.212-4 | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-6 | Notice of Total Small Business Set-Aside. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-8 | Utilization of Small Business Concerns. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-9 | Small Business Subcontracting Plan. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-16 | Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-35 | Equal Opportunity for Veterans. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-37 | Employment Reports on Veterans. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-41 | Service Contract Labor Standards. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-44 | Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-54 | Employment Eligibility Verification. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | Apr 2026 | | |
| 52.223-5 | Pollution Prevention and Right-to-Know Information. | May 2024 | | |
| 52.223-23 | Sustainable Products. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2024 | | |
| 52.228-5 | Insurance-Work on a Government Installation. | Jan 1997 | | |
| 52.229-12 | Tax on Certain Foreign Procurements. (Deviation 2026-O0038) | Feb 2021 | | |
| 52.232-11 | Extras. | Apr 1984 | | |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 | | |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | Jun 2013 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | Mar 2023 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation. | Apr 1984 | | |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.242-13 | Bankruptcy. | Jul 1995 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | Apr 2026 | | |
| 52.245-1 | Government Property. | Sep 2021 | | |
| 52.253-1 | Computer Generated Forms. (Deviation 2026-O0038) | Feb 2026 | | |

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | Sep 2011 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | Dec 2022 | | |
| 252.204-7003 | Control of Government Personnel Work Product. | Apr 1992 | | |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | Jan 2023 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | May 2024 | | |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Jan 2023 | | |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements. | Nov 2023 | | |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders. | Oct 2024 | | |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. | May 2019 | | |
| 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts). | Dec 2019 | | |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. | Sep 2014 | | |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | Jan 2023 | | |
| 252.225-7001 | Buy American and Balance of Payments Program. | Feb 2024 | | |
| 252.225-7002 | Qualifying Country Sources as Subcontractors. | Mar 2022 | | |
| 252.225-7012 | Preference for Certain Domestic Commodities. | Apr 2022 | | |
| 252.225-7048 | Export-Controlled Items. | Jun 2013 | | |
| 252.225-7052 | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. | May 2024 | | |

| | | |
|---|---|---|
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | Jan 2023 |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | Jun 2023 |
| 252.225-7061 | Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations. | Jan 2023 |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. | Jan 2023 |
| 252.232-7010 | Levies on Contract Payments. | Dec 2006 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel. | Jan 2023 |
| 252.243-7001 | Pricing of Contract Modifications. | Dec 1991 |
| 252.243-7002 | Requests for Equitable Adjustment. | Dec 2022 |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services. | Nov 2023 |
| 252.245-7003 | Contractor Property Management System Administration | Jan 2025 |
| 252.245-7005 | Management and Reporting of Government Property. | Jan 2024 |
| 252.247-7023 | Transportation of Supplies by Sea. | Oct 2024 |

# FAR Clauses Incorporated by Full Text

**52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) (Feb 2026)**

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(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 sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; 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) 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 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;

(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-

[Contracting Officer check as appropriate.]

[X] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ ] By the end of the performance period for each order issued under the contract.

(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 protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé 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-O0038) (Feb 2026)**

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(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. (May 2014)**

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 5332.

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

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

(End of clause)

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

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

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

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

| Material (If none, insert None) | Identification No. |
| --- | --- |
| _____ | _____ |
| ____ | ____ |
| ____ | ____ |

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/ ____ ____[Insert one or more Internet addresses]

(End of clause)

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

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Defense Revolutionary FAR Overhaul Supplement[insert regulation name] (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## DFARS Clauses Incorporated by Full Text

**252.211-7003 Item Unique Identification and Valuation. (Jan 2023)**

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)

**252.223-7001 Hazard Warning Labels. (Dec 1991)**

HAZARD WARNING LABELS (DEC 1991)

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

| MATERIAL (If None, Insert "None.") | ACT |
|---|---|
| ____ | ____ |
| ____ | ____ |
| ____ | ____ |

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

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

(End of clause)

## Supplemental Clauses Incorporated by Full Text

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

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

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

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Mr. Juan Martinez, Deputy Director, AFICC/KT, 2035 First Street West, JBSA Randolph TX 78150-4304, telephone 210-652-1722, juan.martinez.2@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

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

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

(End of clause)

# List of Attachments

| Number | Attachment Name | Attachment Description | Reference Identifier | Date | Line Item |
|---|---|---|---|---|---|
| 01 | PWS CTO MultiFacDemo JBSA_LAK_19May_FINAL | Performance Work Statement | | 19 May 2026 | |
| 02 | WD-2015-5253 Rev 29 | Wage Determination | | 06 May 2026 | |
| 03 | B7362 HazMat Report | Hazmat Report | | 07 May 2026 | |
| 04 | B5584 HazMat Report | Hazmat Report | | 07 May 2026 | |
| 05 | B140 HazMat Report | Hazmat Report | | 07 May 2026 | |
| 06 | B2989 HazMatRprt | Hazmat Report | | 07 May 2026 | |
| 07 | B7561 HazMatRprt | Hazmat Report | | 07 May 2026 | |
| 08 | B4395 HazMatRprt | Hazmat Report | | 07 May 2026 | |
| 09 | Outage Request | Outage Request Form | | 21 May 2026 | |
| 10 | jbsanantonio7_UAR_20240920 | Base Access Request Form | | 21 May 2026 | |

# Representations, Certification, & Other Statements

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. | Sep 2024 | | |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) | Feb 2026 | | |

## DFARS Clauses Incorporated by Reference

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

## FAR Clauses Incorporated by Full Text

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

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

(c) Representation. The Offeror represents that-

(1) It [ ] is, [ ] is not an inverted domestic corporation; and

(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

**52.209-5 Certification Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)**

Certification Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**52.209-7 Information Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)**

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

**52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038) (Feb 2026)**

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(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 Representations. (Deviation 2026-O0038) (Feb 2026)**

Small Business Program Representations (Feb 2026) (Deviation 2026-O0038)

(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. (Jun 2020)**

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

## DFARS Clauses Incorporated by Full Text

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

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

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

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

(c) Representation. The Offeror represents that it [ ] does, [X] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

# Instructions, Conditions, & Notices to Offerors or Quoters

Addendum to 52.212-1 (b), Submission of Offers. The paragraph is tailored as follows:

General Instructions.

1.0 General Instructions. This section provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested and must be submitted in accordance with (IAW) these instructions. The Offeror shall be compliant with the requirements as stated in the solicitation. A proposal that is sufficiently documented to support technical capability and price in a complete, orderly, and specific detailed manner will enable the Government to perform a thorough and fair evaluation. Compliance with the instructions and solicitation is mandatory. Failure to comply may result in an unfavorable proposal evaluation and render the proposal ineligible for award.

2.0 Information Regarding Submission Requirements. Late proposals will be processed in accordance with FAR 52.212-1(f) "Late submission, modifications, revisions, and withdrawals of offers."

**3.0 Questions/Concerns:** must be submitted in writing through email to jermayne.gordon@us.af.mil and laura.herring.2@us.af.mil no later than Tuesday, 23 June 2026 10:00 AM CDT. Questions submitted after this date will not be considered. Any proposal, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals is "late" and will not be considered unless it is received before award is made, the contracting officer determines that accepting the late proposal would not unduly delay the acquisition; and (i) there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or (ii) It was the only proposal received.

**3.1 Site Visit:** A Site Visit is scheduled for Tuesday, 16 June 2026, at 9:00 AM CDT. The site visit will start at the following location: B4395 Old Berquist Gate from Military Dr, is located at the parking lot across from Wilford Hall Clinic Urgent Care Entrance. ALL Contractors must check in with 502 CES & 502 CONS personnel at the Luke East Gate Visitor Center for accountability NLT 0845. Contractors that require a base pass must meet at the Luke East Gate Visitor Center at 08:00 CDT to receive their base pass. From there, Contractors will follow Government personnel to site location.

*Contractors needing a pass are required check in at the Visitor Center 1 hour prior to scheduled site visit to obtain pass at Luke East Gate Visitor Center, address: 2602 Luke Blvd, Lackland, TX 78236

*Contractors who already have base access do not need to provide required information but are required to notify CO & CS via email of planned attendance to receive site visit address.

**4.0 Proposal Preparation and Format Instructions:** This section provides general guidance for preparing proposals in regard to the format and content of the proposal. Each proposal shall be complete in itself. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein; all the requirements specified in this solicitation are mandatory. Offerors are representing that your firm will perform all the requirements specified in the solicitation by submitting your proposal. Offerors are required to meet all solicitation requirements, including terms and conditions, and representations and certifications, in addition to those identified as evaluation factors or sub factors. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

**Email an electronic copy of the required proposal items IAW these instructions and by the Offer Due Date/Local Time listed in the Solicitation to the email addresses indicated below.**

Contracting Officer - Laura Herring: laura.herring.2@us.af.mil

Contract Specialist - Jermayne Gordon: jermayne.gordon@us.af.mil

**4.1 Proposal Clarity.** The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation of the Offeror's capabilities and for substantiating the validity of stated claims. The Offeror's proposal shall not simply rephrase, reiterate, or restate the Government's own language, but rather shall provide convincing rationale describing how it intends to fulfill the requirement. Legibility, clarity, and coherence are very important. Provide as specifically as possible the actual methodology you would use for accomplishing and satisfying the requirements. The Offeror shall assume that the Government has no prior knowledge of its capabilities, facilities and experience, and will base the evaluation on the information presented in the Offeror's proposal.

**5.0 Specific Proposal Instructions:** To assure timely and equitable evaluation of the proposal, the Offeror must follow the instructions contained herein.

**5.1 Contracting & Pricing:** The Offeror shall complete the Supplies or Services & Prices or Costs section provided in this RFP and submit the Price Proposal in accordance with these instructions. Unit Prices shall be proposed and inserted for each Firm Fixed Price (FFP) Contract Line Item (CLIN) and prices shall be no more than two (2) digit decimals. The extended amount must equal the unit price multiplied by the number/quantity of units. The proposed prices shall be based on the Offeror's own approach and the Government's Performance Work Statement (PWS) requirements as set forth herein. Supply costs and associated General and Administrative (G&A) cost-plus profit or fee, should be included in the unit price for each task listed in the Price List. Wages will be subject to SCA increases over the contract life. Offerors who change the quantities stated in the solicitation will render the proposal ineligible for award.

**5.2** The CO has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the CO will review this determination and if, in the CO's opinion, adequate price competition exists, no additional cost information will be requested. However, if at anytime during this competition the CO determines that adequate price competition no longer exists, offerors may be required to submit other than certified cost or pricing data to the extent necessary for the CO to determine the reasonableness of the price.

**5.3. Solicitation:** A signed copy of the SF 1449 from an individual legally authorized to bind the offeror, and completed blocks 12,17, 26 and 30; in doing so, the Offeror accedes to the contract terms and conditions as written in the solicitation with attachments. In the event that any amendments (SF 30) to the solicitation are issued, a signed copy of each amendment should be placed before the solicitation in order starting with the most recent amendment issued.

**5.4:** Complete the necessary fill-ins, certifications, and provisions.

**5.5. Financial Disclosure Release Statement:** A release statement authorizing the Government to request information from current financial institutions or lenders must be submitted on official letterhead. In addition to this authorization, the offeror should include the financial institution or lender's address, and appoint of contact including email and phone number to be contacted with the authorization.

**5.6 Technical Proposal:** Each Offeror shall submit a technical proposal IAW the format below. Offerors are cautioned that the Government will only use data provided by each Offeror in the technical evaluation. By your proposal submission, you are representing that you will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

**5.6.1 Technical Factors:** All the requirements specified in the solicitation are mandatory. The contractor shall address the proposed approach to meeting the minimum performance or capability requirements of each technical factor. The responses will be evaluated against FAR 52.212-2, Evaluation Factors. Marketing presentations are not wanted and will not be evaluated. Hard and compelling evidence of capabilities is required to receive credit for evaluation factors. Legibility, clarity, and coherence are very important. Offerors are strongly encouraged to provide as specifically as possible, the actual methodology to be used for accomplishing and satisfying the requirements.

**Technical Factor # 1 -- Management Plan:**

**Standard:** The offeror shall submit a management plan that illustrates the corporate philosophy and management approach to demonstrate evidence of sound organization, appropriate manning mix and qualifications proposed, and performance management processes to successfully accomplish tasks delineated in the PWS. The plan should provide evidence of knowledge and capability delivering building demolition services as defined in the solicitation. Ata minimum, the plan should:

a. Demonstrate a business approach for planning, controlling, directing, and integrating resources in an efficient manner to fulfill the requirements identified in the PWS.

b. Approach for structuring, staffing (to include a proposed manning mix of personnel), retaining personnel, and utilization of key personnel to plan, control, and direct the labor force to meet the requirements of the PWS. The approach shall include an organizational chart with definition of roles and responsibilities of key operating personnel and staffing levels depicting various job classifications (including supervision).

c. Provide mitigating strategies and processes designed to prevent and proactively identify and forecast potential risks that could have an adverse impact to schedule or performance.

**Technical Factor # 2 -- Quality Control Plan:**

**Standard:** The offeror shall provide a "quality control plan" (QCP) with a complete written system for identifying and correcting deficiencies and degradation in the quality of services before the level of performance becomes unacceptable. At a minimum, the plan should specifically address contract requirements and location (s) listed and provide the following:

a. The plan shall address responsibilities for oversight of the QCP, functions associated with such oversight, and specify authority to coordinate with the COR and CO.

b. Describe the methodology to monitor service deficiencies/complaints in relation to the performance standards, approach to inform employees of identified deficiencies/complaints, and a process to ensure that the deficiencies/complaints are corrected and eradicated.

c. Samples of all inspection forms, records, reports, and any other internal quality control methods tailored to the specific services under this PWS.

**Technical Factor # 3 -- Technical Plans:**

**Standard:** The offeror shall submit the following technical plans, as required deliverables with their proposal. These plans must adhere to the requirements outlined in the PWS and demonstrate a comprehensive understanding of the project's environmental and safety considerations.

a. Storm Water Pollution Prevention Plan: The plan will be evaluated on its effectiveness in preventing erosion and sedimentation, its methods for controlling pollutants, and its compliance with all applicable local, state, and federal regulations (ref. PWS Section 11).

b. Soil Management Plan: The plan will be evaluated on its strategies for soil stabilization, erosion control, topsoil preservation, and minimizing soil compaction during construction activities (ref. PWS Section 3).

c. Accident Prevention Plan (Safety Plan): The plan will be evaluated on its comprehensive approach to identifying and mitigating potential hazards, its safety training program for personnel, and its adherence to OSHA standards (ref. PWS Section 9).

d. Demolition Plan: The plan will be evaluated on its procedures for safe and controlled demolition, its methods for managing debris and hazardous materials, and its impact on surrounding areas (ref. PWS Section 8).

e. Hazard Analysis Plan: The plan will be evaluated on its thoroughness in identifying potential hazards, its risk assessment methodology, and its strategies for mitigating or eliminating those hazards (ref. PWS Section 17).

f. Hazardous Waste Management Plan: The plan will be evaluated on its procedures for identifying, handling, storing, transporting, and disposing of hazardous waste in accordance with all applicable regulations (ref. PWS Section 10).

g. Asbestos Abatement Plan and Personnel Respirator Fitness Test: The plan will be evaluated on its adherence to EPA and OSHA regulations for asbestos abatement, its methods for protecting workers and the environment, and the documentation of personnel respirator fitness testing (ref. PWS Section 12).

**Addendum to 52.212-1(c), Period for Acceptance of Offers. The paragraph is tailored as follows:** "The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers."

Addendum to 52.212-1(d), Product Samples, is deleted in its entirety.

Addendum to 52.212-1(e), Multiple Offers, is deleted in its entirety.

Addendum to 52.212-1(g), Contract Award, is deleted in its entirety.

Addendum to 52.212-1(h), Multiple Awards, is deleted in its entirety.

Addendum to 52.212-1(l), Debriefing, is deleted in its entirety

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | Jan 2017 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.237-1 | Site Visit. | Apr 1984 | | |

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements. | Nov 2023 | | |
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | Mar 2023 | | |
| 252.215-7007 | Notice of Intent to Resolicit. | Jun 2012 | | |

## FAR Clauses Incorporated by Full Text

**52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) (Feb 2026)**

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

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

[ ] Offeror chooses to waive the evaluation preference.

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

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/_____[Insert one or more Internet addresses]

(End of provision)

**52.252-3 Alterations in Solicitation. (Apr 1984)**

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

52.212-1 ____ ____

(End of clause)

## DFARS Clauses Incorporated by Full Text

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

ONLY ONE OFFER (DEC 2022)

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

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

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

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

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

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

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

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

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

(End of provision)

# Evaluation Factors for Award

ADDENDUM 52.212-2 Evaluation--Commercial Products and Commercial Services.
Addendum to RFO 52.212-2 (a): Evaluation Factors. The paragraph is tailored as follows:

(a) Basis for Contract Award. The Government intends to award one (1) Firm Fixed Price Contract for this 100% small business set-aside acquisition. Award will be made to the technically acceptable Offeror with lowest evaluated price who is deemed responsible in accordance with RFO 9.104 and whose proposal conforms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by this solicitation.

Unless specifically identified in your proposal, by submission of its offer, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications and technical requirements, in addition to those identified as evaluation factors or sub factors. Failure to meet a requirement may result in a proposal being determined ineligible for award.

This acquisition will be awarded as Firm Fixed Price (FFP) contract. It is the Government's intent to evaluate proposals and award a contract IAW RFO Part 12. RFO Part 15 based evaluations will NOT be used for this acquisition. The initial proposal should contain your best terms; however, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer to resolve issues such as technical or price, or deal with contract documentation including any other matter in the evaluation process. The contracting officer reserves the right to award a contract without the opportunity to revise proposals.

1.0 Evaluation Process. Evaluation Process. The Government may consider, throughout the evaluation, the "correction potential" of any proposal. The judgment of such "correctional potential" is within the sole discretion of the Government. If any aspect of an offeror's proposal does not meet the Government's requirements and is not considered correctable, the offer may be ineligible for award. All technically acceptable proposals shall be treated equally except for their cost/price record. Offers will be ranked based on initial assessment of total over-all evaluated prices, followed by a full evaluation of Technical Acceptability, then Price Reasonableness of the technically acceptable offer with the lowest evaluated price. Only proposals rated technically acceptable are eligible to receive an award.

1.1 Proposals. The Government will rank proposals based on an initial assessment of offeror's total evaluated prices, followed by a full evaluation of Technical Acceptability and Price Reasonableness as follows:

Rank by Total Evaluated Price (TEP) as submitted. The Government will rank all proposals by the initially proposed total evaluated price, from lowest to highest, including all ordering periods. An offeror's proposed estimated price will be determined by multiplying the estimated quantities by the proposed unit price for each CLIN. The extended amount for each CLIN will be totaled to obtain the estimated total for each performance period.

1.2 Technical Evaluation. If the Government receives three (3) or fewer initial proposals all proposals will be evaluated for Technical Acceptability. If the Government receives more than three (3) initial proposals the Government will only select the three (3) lowest priced proposals and then evaluate them for Technical Acceptability. The Government reserves the right to evaluate additional proposals for technical acceptability if in the Government's best interest. If additional proposals are evaluated for technical acceptability they will be selected in the order of total evaluated price.

1.3 Acceptability Ratings. The evaluation factors listed below will be evaluated and receive one of the following ratings:

(i) **Acceptable** - The proposal clearly meets the minimum requirements of the solicitation.

(ii) **Unacceptable** - The proposal does not clearly meet the minimum requirements of the solicitation.

1.4 Evaluation of Factors. Offerors are advised that their initial submission should be their best effort. Only technically acceptable proposals, either initially or as a result of discussions, are eligible for award. If award is made without discussions, proposal revisions will not be permitted. The Government will evaluate the proposals selected above for technical acceptability on an Acceptable/Unacceptable basis. For the technical proposal to be rated as "Acceptable", all technical factors must be rated acceptable. If any technical factor is rated "Unacceptable" the overall proposal will be rated as "Unacceptable".

(A) **Technical Factor # 1** - Management Plan
**Standard:** The Offeror shall submit a "management plan" that illustrates the corporate philosophy and management approach to demonstrate evidence of sound organization, appropriate manning and qualifications proposed, and performance management processes to successfully accomplish tasks delineated in the PWS. The plan should provide evidence of knowledge and capability of performing demolition services as defined in the solicitation. At a minimum, the plan should:

i. Provide a clear description of the procedures to complete demolition services in accordance with PWS.
ii. Provide a clear approach for structuring, staffing (to include a proposed manning mix of personnel), retaining personnel, and utilization of key personnel to plan, control, and direct the labor force to meet the requirements of the PWS. The approach shall include an organizational chart with definition of roles and responsibilities of key operating personnel and staffing levels depicting various job classifications (including supervision). The approach shall address how the offeror will provide sufficient technician(s) available to provide all services IAW the PWS.

**The standard has been met when:** The offeror adequately demonstrates a sound, comprehensive, realistic, effective, and efficient management approach to achieve consistent, efficient, and uninterrupted operations in accordance with the requirements of the PWS.

(B) **Technical Factor# 2** - Quality Control Plan
**Standard:** The Offeror shall submit a "quality control plan" (QCP) with a complete written system for identifying and correcting deficiencies and degradation in the quality of services before the level of performance becomes unacceptable. At a minimum, the plan should specifically address contract requirements and location (s) listed and provide the following:

i. The plan shall address responsibilities for oversight of the QCP, functions associated with such oversight, and specify authority to coordinate with the COR and CO.
ii. Describe the methodology to monitor deficiencies/complaints in relation to the performance standards. Describe the approach to inform employees of validated deficiencies/complaints, and a process to ensure that the deficiencies/complaints are corrected and eradicated.
iii. Include samples of inspection forms, records, reports, and any other internal quality control methods tailored to the specific building(s) being serviced under the PWS.

**The standard has been met when:** The offeror adequately demonstrates a sound, comprehensive, realistic, effective, and efficient quality control approach to correct deficiencies and degradation of services to achieve consistent, efficient, and acceptable performance service levels in accordance with the requirements of the PWS. The strategies outlined in the plan are realistic to minimize the effects of deficiencies/complaints and designed to efficiently and effectively correct and prevent reoccurrence.

**(C) Technical Factor # 3** -- Technical Plans
**Standard:** The offeror shall submit the following technical plans, as required deliverables with their proposal. These plans must adhere to the requirements outlined in the PWS and demonstrate a comprehensive understanding of the project's environmental and safety considerations.
i. Storm Water Pollution Prevention Plan: The plan will be evaluated on its effectiveness in preventing erosion and sedimentation, its methods for controlling pollutants, and its compliance with all applicable local, state, and federal regulations (ref. PWS Section 11).
ii. Soil Management Plan: The plan will be evaluated on its strategies for soil stabilization, erosion control, topsoil preservation, and minimizing soil compaction during construction activities (ref. PWS Section 3).
iii. Accident Prevention Plan (Safety Plan): The plan will be evaluated on its comprehensive approach to identifying and mitigating potential hazards, its safety training program for personnel, and its adherence to OSHA standards (ref. PWS Section 9).
iv. Demolition Plan: The plan will be evaluated on its procedures for safe and controlled demolition, its methods for managing debris and hazardous materials, and its impact on surrounding areas (ref. PWS Section 8).
v. Hazard Analysis Plan: The plan will be evaluated on its thoroughness in identifying potential hazards, its risk assessment methodology, and its strategies for mitigating or eliminating those hazards (ref. PWS Section 12).
vi. Hazardous Waste Management Plan: The plan will be evaluated on its procedures for identifying, handling, storing, transporting, and disposing of hazardous waste in accordance with all applicable regulations (ref. PWS Section 10).
vii. Asbestos Abatement Plan and Personnel Respirator Fitness Test: The plan will be evaluated on its adherence to EPA and OSHA regulations for asbestos abatement, its methods for protecting workers and the environment, and the documentation of personnel respirator fitness testing (ref. PWS Section 12).

**The standard has been met when:** The offeror adequately demonstrates a comprehensive, realistic, and compliant set of technical plans that thoroughly address all environmental and safety considerations outlined in the Performance Work Statement (PWS). The plans reflect a clear understanding of the project's specific challenges and risks, and demonstrate a proactive approach to mitigation and prevention, ensuring adherence to all applicable regulations and best practices.

2.0. The Government will conduct a complete Price Analysis using one or more of the techniques defined in RFO 12.204, to determine if the lowest price technically acceptable offer is reasonable.

(End of Addenda)

## FAR Clauses Incorporated by Full Text

**52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)**

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

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

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to

the Government, price and other factors considered. The following factors shall be used to evaluate offers:

SEE ADDENDA

____

____

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

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

(End of provision)