# 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 29 |
| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER<br>FA301626R0032 | 6. SOLICITATION ISSUE DATE<br>10 Jul 2026 |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME<br>Teresa Sullivan | | b. TELEPHONE NUMBER (no collect calls)<br>210-671-4653 | 8. OFFER DUE DATE/ LOCAL TIME<br>30 Jul 2026<br>10:00 AM |

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
Teresa Sullivan, Email: teresa.sullivan.4@us.af.mil Telephone: 210-671-4653
Emily Rodriguez, Email: emily.rodriguez.8@us.af.mil Telephone: 405-585-7331

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

18a. PAYMENT WILL BE MADE BY CODE:

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

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<br>(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

Harlequin Theater B2652 - Demolition with Abatement at JBSA FSH

Harlequin Theater B2652 - Demolition with Abatement at Joint Base San Antonio (JBSA) Fort Sam Houston (FSH), TX.
Product Service Code: P400

# Supplies or Services & Prices or Costs

**Additional Information/Notes**

| Item | Supplies / Services | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Demolition with Abatement of Bldg.<br>2652 at Joint Base San Antonio Fort<br>Sam Houston in accordance with the<br>Performance Work Statement<br><br>Product Service Code: P400<br>Claimant Program Code: S1<br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |

# Description/Specifications/Statement of Work

**Requirements**

B2652 Harlequin Theater Demolition with Abatement

# Packaging and Marking

# Inspection and Acceptance

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.246-4 | Inspection of Services-Fixed-Price. | Aug 1996 | | |
| 52.246-13 | Inspection-Dismantling, Demolition, or Removal of Improvements. | Aug 1996 | | |

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: F2MRAA<br>CountryCode: USA<br><br>F2MRAA 502 CES CEG<br>AF NO MILSBILLS PROC CP 2102213955, 2202 15TH ST STE 7<br>FORT SAM HOUSTON, TX 78234-5007<br>UNITED STATES<br><br>John Murach - 802 CES/CENMPF<br>Email: john_paul.murach@us.af.mil<br>Telephone: 2104211772 |

# Deliveries or Performance

| Line Item | Delivery Schedule | Quantity | Address and POC |
|---|---|---|---|
| 0001 | Period of Performance<br>From<br>24 Aug 2026<br>To<br>11 Jan 2027 | 1 Job | |

# FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.242-15 | Stop-Work Order. | Aug 1989 | | |
| 52.242-17 | Government Delay of Work. | Apr 1984 | | |
| 52.247-34 | F.o.b. Destination. | Jan 1991 | | |

# Contract Administration Data

## DFARS Clauses Incorporated by Reference

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

## 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.

NA

(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 | F2MRAA |
| Ship To Code | NA |
| Ship From Code | NA |
| Mark For Code | NA |
| Service Approver (DoDAAC) | F2MRAA |
| Service Acceptor (DoDAAC) | F2MRAA |
| Accept at Other DoDAAC | NA |
| LPO DoDAAC | NA |
| DCAA Auditor DoDAAC | NA |
| Other DoDAAC(s) | NA |

(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.

- Pri GPOC: Mr. John Murach - 802 CES/CENMPF, email: john_paul.murach@us.af.mil
- Alt GPOC: Ms. Teresa Sullivan - 502CONS/PKAB, email: teresa.sullivan.4@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 | | |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. | Jun 2020 | | |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. (Alternate I) | Jun 2020 | Alternate I | Nov 2021 |
| 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 | | |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (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 | | |
| 52.219-3 | Notice of HUBZone Set-Aside or Sole-Source Award. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-8 | Utilization of Small Business Concerns. (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-O0038) | Apr 2026 | | |
| 52.223-5 | Pollution Prevention and Right-to-Know Information. | May 2024 | | |
| 52.223-12 | Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Deviation 2026-O0038) | Feb 2026 | | |
| 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 | | |
| 52.229-3 | Federal, State, and Local Taxes. | Feb 2026 | | |
| 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 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) (Alternate I) | Feb 2026 | Alternate I | 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 | | |
| 52.236-2 | Differing Site Conditions. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.236-13 | Accident Prevention. (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 | | |

## 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 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1) | May 2024 | Deviation 2024-O0013 | May 2024 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support. | Jan 2023 | | |
| 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 | | |
| 252.225-7012 | 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 | | |
| 252.226-7001 | 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 |
| 252.247-7023 | 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-

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

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

(End of clause)

**52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Feb 2026)**

Post-award Small Business Program Re-representation (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 re-represent 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 re-represent its size status in accordance with the size standard in effect at the time of this re-representation 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 re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

(1) The Contractor represents that ***it is / is not*** a small business concern under **238910** NAICS Code assigned to ***TBD*** *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 |
|---|---|
| 23440 - Heavy Equipment Operator | $23.58 - 43.3% |
| 31363 - Truckdriver, Heavy | $23.84 - 43.3% |
| 23810 - Plumber, Maintenance | $26.18 - 43.3% |
| 23160 - Electrician, Maintenance | $25.73 - 43.3% |
| 23181 - Electronics Technician Maintenance I | $28.74 - 43.3% |
| 23182 - Electronics Technician Maintenance II | $30.75 - 43.3% |

| | |
|---|---|
| 23183 - Electronics Technician Maintenance III | $32.68 - 43.3% |
| 23370 - General Maintenance Worker | $20.02 - 43.3% |
| 30090 - Environmental Technician | $24.53 - 43.3% |
| 99730 - Refuse Collector | $22.48 - 43.3% |

(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): www.acquisition.gov/far-overhaul

(End of clause)

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

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Revolutionary Federal Acquisition Regulation Overhaul (RFO) (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 Revolutionary Defense Federal Acquisition Regulation Supplement (R-DFARS) (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

**252.223-7001 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 | Atch 1_PWS - Demo w. Abatement B2652_08 July 2026 | Performance Work Statement | | 08 Jul 2026 | |
| 02 | Atch 2_B2652 Location Map | JBSA FSH B2652 Location Map | | 30 Apr 2026 | |
| 03 | Atch 3_B2652 Utility Map | JBSA FSH B2652 Utility Map | | 30 Apr 2026 | |
| 04 | Atch 4_B2652 Demo Limits | JBSA FSH B2652 Demo Limits | | 30 Apr 2026 | |
| 05 | Atch 5_B2652 As-Built | JBSA FSH B2652 As-Built | | 30 Apr 2026 | |
| 06 | Atch 6_B2652 HazMat Report | JBSA FSH B2652 HazMat Report | | 30 Apr 2026 | |
| 07 | Atch 7_B2652 JBSA Environmental Protection Specification Section 01-57-20 | JBSA FSH B2652 JBSA Environmental Protection Specification Section 01-57-20 | | 30 Apr 2026 | |
| 08 | Atch 8_WD 2015-5253 Rev 29 Dated 13 May 2026 | Wage Determination | | 02 Jul 2026 | |

# Representations, Certification, & Other Statements

## FAR Clauses Incorporated by Reference

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

## DFARS Clauses Incorporated by Reference

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

## FAR Clauses Incorporated by Full Text

**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 **_238910.**

(2) The small business size standard is **_$19M**.

(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)

## DFARS Clauses Incorporated by Full Text

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

# Instructions, Conditions, & Notices to Offerors or Quoters

RFO 52.212-1 Instructions to Offerors--Commercial Products and Commercial Services

*(Addendum is tailored as follows)*

1.0 General Instructions. Proposals must be clear, concise, and complete. Offerors must detail their specific methodology for satisfying the requirements rather than simply restating the Government's language. The Government assumes no prior knowledge of an offeror's capabilities; evaluation is based solely on the information presented. Compliance with all solicitation requirements, terms, and conditions is mandatory. Exceptions to terms and conditions must be clearly identified with accompanying rationale. Failure to comply may render the proposal ineligible for award. Email an electronic copy of your proposal by the Offer Due Date/Local Time listed in the solicitation to:

- Contracting Officer - Emily Rodriguez, emily.rodriguez.8@us.af.mil
- Contract Specialist - Teresa Sullivan, teresa.sullivan.4@us.af.mil

2.0 HUBZone Set-Aside Requirements and Representations
(a) Notice of HUBZone Set-Aside. This acquisition is a total set-aside for certified HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns at the time of offer shall be considered nonresponsive and will be rejected. Offerors are required to represent their HUBZone status in the System for Award Management (SAM) and in their proposal submission.
(b) Limitations on Subcontracting (IAW RFO 52.219-14). By submission of its offer, the offeror agrees to comply with the following:

(1) For a contract for services (except construction), the HUBZone small business concern will not pay more than 50 percent of the amount paid by the Government to it to firms that are not HUBZone small business concerns. Any work that a similarly situated HUBZone small business subcontractor performs shall not be considered subcontracted for purposes of determining compliance with this requirement.
(c) Joint Venture and Teaming Arrangements.

(1) If submitting an offer as a joint venture, the offeror must be certified as a HUBZone joint venture in SAM at the time of offer submission. The joint venture must comply with the performance of work requirements set forth in 13 C.F.R. (S) 126.616, which requires the HUBZone partner(s) to the joint venture to perform at least 40 percent of the work performed by the joint venture.

(2) If a HUBZone prime contractor is utilizing subcontractors, the offeror must demonstrate how it will comply with the 50 percent limitation on subcontracting detailed in paragraph (b) above.

3.0 Information Regarding Submission Requirements. Late proposals will be processed in accordance with (IAW) RFO 52.212-1(c) "Late submission, modifications, revisions, and withdrawals of offers."

4.0 Period for Acceptance of Proposals. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.

5.0 Award Without Discussions. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

6.0 Questions/Concerns. Questions must be submitted in writing via email to both teresa.sullivan.4@us.af.mil and emily.rodriguez.8@us.af.mil no later than Monday, 27 July 2026 10:00 AM CDT. Questions submitted after this date will not be considered.

7.0 Site Visit. A Site Visit is scheduled for Friday, 24 July 2026, at 10:00 AM CDT at Walters Visitor Control Center B892 Hood Street, JBSA-Fort Sam Houston, TX 78234.

Required documentation includes:

- Proof of insurance
- Vehicle registration
- REAL ID driver's license (If a REAL ID is not available, present both a passport and a standard driver's license).

*Failure to provide the required documentation will result in denial of a base pass and site access.*

Requests to attend the Site Visit are required by emailing BOTH the Contracting Officer and Contract Specialist no later than Thursday, 16 July 2026 at 10:00 AM CDT. At that point, additional information will be requested for each attendee for submission of a base pass. Attendance is limited to two (2) representatives per company. Contractors may arrive at the Walters Visitor Control Center as early as 7:30 AM CDT to receive their pass (First Come, First Serve). Check-in with 502 CES & 502 CONS personnel for accountability no later than 09:45 AM CDT before following Government personnel to the site.

8.0 Specific Proposal Instructions

8.1 Price Proposal Instructions. The offeror shall complete the pricing schedule (SF1449 and/or price list) by providing a Firm-Fixed-Price (FFP) for each Contract Line Item Number (CLIN). Unit prices shall be calculated to no more than two (2) decimal places. The offeror's proposed prices shall be inclusive of all costs, including but not limited to labor, supplies, equipment, overhead, General and Administrative (G&A) expenses, and profit. Wages shall be compliant with the Service Contract Act (SCA).

8.1.1. The Government intends to award without discussions. Therefore, the offeror's initial offer should contain its best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if necessary. While the Government anticipates adequate price competition, it may require the submission of other than certified cost or pricing data if needed to determine price reasonableness.

8.2 Administrative & Financial Requirements

- Solicitation: Submit a signed SF 1449 (blocks 12, 17, 26, and 30 completed) signed by an individual authorized to bind the offeror. Include signed copies of any amendments (SF 30) in order, starting with the most recent.
- Totality: Complete all necessary fill-ins, certifications, and provisions.
- Financial Disclosure Release Statement: Submit a release statement on official letterhead authorizing the Government to request information from current financial institutions/lenders. Include the institution's address and a Point of Contact (name, email, phone number).

8.3 Technical Proposal. Each Offeror shall submit a technical proposal addressing the approach to meeting the minimum capabilities of each technical subfactor 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. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation. Marketing presentations are prohibited and will not be evaluated.

8.4 Evaluation Factors. Offers will be evaluated based on the following two factors: Factor 1 - Technical and Factor 2 - Price. 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.

FACTOR 1: TECHNICAL

Subfactor 1.1: Management Plan.

Standard: The Government will evaluate whether the offeror presents a clear, compliant, and executable plan for completing full structure demolition, hazardous material abatement, environmental compliance, and site restoration. Evaluation will consider whether the proposal:

1. Describes a logical, safe, and code compliant sequence for structural demolition, debris removal, and disposal.
2. Addresses abatement of asbestos, lead, PCBs, mercury, and other regulated materials in accordance with EPA, OSHA, and TCEQ requirements.
3. Demonstrates understanding of utility identification, disconnection, capping, and coordination with base agencies.
4. Provides a compliant approach and implementation of hazardous waste management, refrigerant recovery, and soil sampling.
5. Includes a feasible plan for site grading, compaction, and seeding to restore the area to required conditions.
6. Identifies all required plans (APP, demolition plan, environmental plan, grading plan, hazard analysis, etc.) and demonstrates the ability to produce them.

Subfactor 1.2: Schedule & Phase Execution.

Standard: The Government will evaluate the offeror's ability to meet the four-phase execution structure and complete the project within the 120-day period of performance. Evaluation will consider:

1. Realistic sequencing of submittals, Government review, utility coordination, mobilization, demolition, abatement, and closeout.
2. Identification of schedule risks and mitigation strategies.
3. Ability to coordinate outages and access with base agencies.

Subfactor 1.3: Technical Plans.

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

1. Demolition Plan: Must detail the specific procedures for safe and controlled demolition, methods for managing debris and hazardous materials, and strategies to mitigate impacts on surrounding areas (Ref. PWS Section 2.2).
2. Soil Management Plan: Must outline strategies for soil stabilization, erosion control, topsoil preservation, and methods for minimizing soil compaction during construction activities (Ref. PWS Section 2.2).
3. Accident Prevention Plan (Safety Plan): Must provide a comprehensive approach to identifying and mitigating potential site hazards, detail the safety training program for personnel, and demonstrate strict adherence to OSHA standards (Ref. PWS Section 2.5).
4. Hazardous Waste Management Plan: Must specify the procedures for identifying, handling, storing, transporting, and disposing of hazardous waste in accordance with all applicable local, state, and federal regulations (Ref. PWS Section 2.6).
5. Hazard Analysis Plan: Must include a thorough identification of potential hazards (including overhead and underground utilities), the risk assessment methodology, and specific strategies for mitigating or eliminating those risks (Ref. PWS Sections 2.7 & 2.14).
6. Asbestos Abatement Plan: Must detail the methods for protecting workers and the environment, demonstrating full adherence to EPA and OSHA regulations for asbestos abatement (Ref. PWS Section 2.7)

FACTOR 2: PRICE

## 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 | | |
| 52.233-2 | Service of Protest. (Deviation 2026-O0038) | Feb 2026 | | |

## 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 | | |
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | Jan 2023 | | |

## FAR Clauses Incorporated by Full Text

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

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

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows: RFO 52.212-1 & 52.212-2

(End of clause)

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

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

# Evaluation Factors for Award

RFO 52.212-2-- Evaluation--Commercial Products and Commercial Services

*(Addendum is tailored as follows)*

1.0 Basis for Contract Award. The Government will award a single Firm-Fixed-Price (FFP) contract to the responsible Offeror whose offer, conforming to the solicitation, is determined to represent the best value to the Government. The award will be made on a Lowest-Price Technically-Acceptable (LPTA) basis. To be considered for award, an offer must receive an overall rating of "Acceptable" for Factor 1: Technical. The Government will then award to the technically acceptable offeror with the lowest total evaluated price.

2.0 Evaluation Process.

(a) The Government will first rank all offers by the Offeror's Total Evaluated Price, from lowest to highest.
(b) If three (3) or fewer offers are received, the Government will evaluate all offers for technical acceptability. If more than three (3) offers are received, the Government will evaluate the technical proposals for the three (3) lowest-priced offers. The Government reserves the right to evaluate additional offers for technical acceptability if it is determined to be in the Government's best interest.
(c) Award will be made to the responsible Offeror whose offer is the lowest evaluated price among the technically acceptable offers.

3.0 Evaluation Factors. Offers will be evaluated based on the following two factors: Factor 1 - Technical and Factor 2 - Price.

FACTOR 1: TECHNICAL. The technical proposal will be evaluated on a single, pass/fail basis of "Acceptable" or "Unacceptable." The proposal must be rated "Acceptable" for each Subfactor to receive an overall "Acceptable" rating for Factor 1: Technical. Failure to meet the minimum requirements under any Subfactor will result in an overall "Unacceptable" rating for Factor 1: Technical, making the entire offer ineligible for award.

*Acceptable*: Proposal clearly meets the minimum requirements of the solicitation.

*Unacceptable:* Proposal does not meet the minimum requirements of solicitation.

Subfactor 1.1: Management Plan.

Standard: The Government will evaluate whether the offeror presents a clear, compliant, and executable plan for completing full structure demolition, hazardous material abatement, environmental compliance, and site restoration. Evaluation will consider whether the proposal:

1. Describes a logical, safe, and code compliant sequence for structural demolition, debris removal, and disposal.
2. Addresses abatement of asbestos, lead, PCBs, mercury, and other regulated materials in accordance with EPA, OSHA, and TCEQ requirements.
3. Demonstrates understanding of utility identification, disconnection, capping, and coordination with base agencies.
4. Provides a compliant approach and implementation of hazardous waste management, refrigerant recovery, and soil sampling.
5. Includes a feasible plan for site grading, compaction, and seeding to restore the area to required conditions.
6. Identifies all required plans (APP, demolition plan, environmental plan, grading plan, hazard analysis, etc.) and demonstrates the ability to produce them.

*The standard has been met when*: The proposal clearly demonstrates understanding of the full scope and shows the contractor can execute the work without creating unacceptable risk to personnel, the environment, or mission operations.

Subfactor 1.2: Schedule & Phase Execution.

Standard: The Government will evaluate the offeror's ability to meet the four-phase execution structure and complete the project within the 120-day period of performance. Evaluation will consider:

1. Realistic sequencing of submittals, Government review, utility coordination, mobilization, demolition, abatement, and closeout.
2. Identification of schedule risks and mitigation strategies.
3. Ability to coordinate outages and access with base agencies.

*The standard has been met when*: The proposal provides a clear, achievable schedule aligned with the 120-day timeline and demonstrates the ability to complete all activities on time and without unacceptable mission or performance risk.

Subfactor 1.3: Technical Plans.

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

1. Demolition Plan: Must detail the specific procedures for safe and controlled demolition, methods for managing debris and hazardous materials, and strategies to mitigate impacts on surrounding areas (Ref. PWS Section 2.2).
2. Soil Management Plan: Must outline strategies for soil stabilization, erosion control, topsoil preservation, and methods for minimizing soil compaction during construction activities (Ref. PWS Section 2.2).
3. Accident Prevention Plan (Safety Plan): Must provide a comprehensive approach to identifying and mitigating potential site hazards, detail the safety training program for personnel, and demonstrate strict adherence to OSHA standards (Ref. PWS Section 2.5).
4. Hazardous Waste Management Plan: Must specify the procedures for identifying, handling, storing, transporting, and disposing of hazardous waste in accordance with all applicable local, state, and federal regulations (Ref. PWS Section 2.6).
5. Hazard Analysis Plan: Must include a thorough identification of potential hazards (including overhead and underground utilities), the risk assessment methodology, and specific strategies for mitigating or eliminating those risks (Ref. PWS Sections 2.7 & 2.14).
6. Asbestos Abatement Plan: Must detail the methods for protecting workers and the environment, demonstrating full adherence to EPA and OSHA regulations for asbestos abatement (Ref. PWS Section 2.7).

*The standard has been met when:* The offeror submits a complete, realistic, and compliant set of technical plans that contain all required elements and thoroughly address the environmental and safety considerations outlined in the PWS.

FACTOR 2: PRICE

The Government will evaluate the price proposal for reasonableness and completeness.

1. Total Evaluated Price (TEP): The TEP will be calculated as the sum of all Firm-Fixed-Price (FFP) Contract Line Item Numbers (CLINs) provided in the pricing schedule.
2. Reasonableness: Price reasonableness will be evaluated to ensure proposed pricing is fair and reasonable to the Government, utilizing price analysis techniques in accordance with RFO 15.404-1.
3. Unbalanced Pricing: Offers may be rejected if the contracting officer determines that the proposed pricing is materially unbalanced.

## 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:

***Refer to RFO 52.212-2 Addendum***

(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)