# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

*OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*

1. REQUISITION NUMBER

PAGE 1 OF 43

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 6923G226R000002

6. SOLICITATION ISSUE DATE: 6/23/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: BRIAN WILEY

b. TELEPHONE NUMBER (No collect calls): 770-954-5976

8. OFFER DUE DATE/LOCAL TIME: 1300 EST 7/23/2026

9. ISSUED BY CODE 6923G2

MARITIME ADMINISTRATION
USMMA PROCUREMENT
300 STEAMBOAT ROAD
KINGS POINT NY 11024-1699

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 722310

SIZE STANDARD: $47

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

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

☐ 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 NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | Period of Performance: 04/01/2027 to 03/31/2032 | | | | |
| 00001 | Food Services per Midshipmen Strength (FFP) | 12 | MO | | |
| | Period of Performance: 04/01/2027 to 03/31/2028 | | | | |
| 00002 | Fixed Management & ODCs (FFP) | 12 | MO | | |
| | Period of Performance: 04/01/2027 to 03/31/2028 | | | | |
| | Continued ... | | | | |
| | *(Use Reverse and/or Attach Additional Sheets as Necessary)* | | | | |

25. ACCOUNTING AND APPROPRIATION 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:

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)*: DURBA RAY

31c. DATE SIGNED

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| 00003 | Option year one -Food Services per Midshipmen Strength (FFP)<br>(Option Line Item)<br>03/31/2029<br><br>Period of Performance: 04/01/2028 to 03/31/2029 | 12 | MO | | |
| 00004 | Option year one -Fixed Management & ODCs (FFP)<br>(Option Line Item)<br>03/31/2029<br><br>Period of Performance: 04/01/2028 to 03/31/2029 | 12 | MO | | |
| 00005 | Option year two -Food Services per Midshipmen Strength (FFP)<br>(Option Line Item)<br>03/31/2030<br><br>Period of Performance: 04/01/2029 to 03/31/2030 | 12 | MO | | |
| 00006 | Option year two -Fixed Management & ODCs (FFP)<br>(Option Line Item)<br>03/31/2030<br><br>Period of Performance: 04/01/2029 to 03/31/2030 | 12 | MO | | |
| 00007 | Option year three-Food Services per Midshipmen Strength (FFP)<br>(Option Line Item)<br>Continued ... | 12 | MO | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|---|
| | | |

| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
|---|---|---|---|---|
| ☐ PARTIAL ☐ FINAL | | | ☐ COMPLETE ☐ PARTIAL ☐ FINAL | |

| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|---|---|---|
| | | |

| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY *(Print)* | |
|---|---|---|---|
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT *(Location)* | |
| | | 42c. DATE REC'D *(YY/MM/DD)* | 42d. TOTAL CONTAINERS |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | 03/31/2031<br><br>Period of Performance: 04/01/2030 to 03/31/2031 | | | | |
| 00008 | Option year three -Fixed Management & ODCs (FFP)<br>(Option Line Item)<br>03/31/2031<br><br>Period of Performance: 04/01/2030 to 03/31/2031 | 12 | MO | | |
| 00009 | Option year four-Food Services per Midshipmen Strength (FFP)<br>(Option Line Item)<br>03/31/2032<br><br>Period of Performance: 04/01/2031 to 03/31/2032 | 12 | MO | | |
| 00010 | Option year four -Fixed Management & ODCs (FFP)<br>(Option Line Item)<br>03/31/2032<br><br>Period of Performance: 04/01/2031 to 03/31/2032 | 12 | MO | | |

## Section A: -- Government Contract Form

**Introduction:**

The Department of Transportation(DOT), Maritime Administration(MARAD), and the U.S. Merchant Marine Academy (USMMA) seeks a contractor to provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform full scale food services as defined in the Performance Work Statement and expressed in the vendor's proposal per the Performance Work Statement (PWS). The contractor shall perform to the standards in this contract, in accordance with the Performance Requirements Summary and as recognized by industry standards, Center for Disease Control and Prevention guidelines, and the approved Transition-In Plan to be incorporated into the contract.

## Section B: -- Supplies or Services - Prices / Cost / Options

The period of performance for this contract is one (1) 12-month Base Year, with four (4) 12-month option periods beginning April 1, 2027.

The CLINS will be structured as indicated below. Traditional rates shall be in effect until the Contracting Officer instructs otherwise.

| CLIN | Requirement | Period of Performance | NTE/Monthly in US Dollars | Extended Total Value in US Dollars |
|---|---|---|---|---|
| 00001 | Transition-In | April 1, 2027 – April 30, 2027 | | |
| 00002 | Base Period – Food Services per Midshipmen Strength | April 1, 2027 – March 31, 2028 | | |
| 00003 | Base Period – Fixed Management & ODCs | April 1, 2027 – March 31, 2028 | | |
| Total for the base year | | | $ | $ |
| 00004 | Option Year 1 – Food Services per Midshipmen Strength | April 1, 2028 – March 31, 2029 | | |
| 00005 | Option Year 1 – Fixed Management & ODCs | April 1, 2028 – March 31, 2029 | | |
| Total Option year one | | | $ | $ |
| 00006 | Option Year 2 – Food Services per Midshipmen Strength | April 1, 2029 – March 31, 2030 | | |
| 00007 | Option Year 2 – Fixed Management & ODCs | April 1, 2029 – March 31, 2030 | | |

| | | | | |
|---|---|---|---|---|
| Total Option year two | | | $ | $ |
| 00008 | Option Year 3 – Food Services per Midshipmen Strength | April 1, 2030 – March 31, 2031 | | |
| 00009 | Option Year 3 – Fixed Management & ODCs | April 1, 2030 – March 31, 2031 | | |
| Total Option year three | | | $ | $ |
| 00010 | Option Year 4 – Food Services per Midshipmen Strength | April 1, 2031 – March 31, 2032 | $ | $ |
| 00011 | Option Year 4 – Fixed Management & ODCs | April 1, 2031 – March 31, 2032 | $ | $ |
| Option year four total | | | | |
| Grand total | Base plus four one-year options | | | $ |

Traditional Service Rates per Midshipmen Strength:

| Range of Cadets/Midshipmen Strength | Price per Midshipmen |
|---|---|
| 878-903 | $ |
| 852-877 | $ |
| 826-851 | $ |
| 800-825 | $ |
| 776-799 | $ |
| 751-776 | $ |
| 726-750 | $ |
| 701-725 | $ |
| 676-700 | $ |
| 651-675 | $ |
| 626-650 | $ |
| 601-625 | $ |
| 576-600 | $ |
| 551-575 | $ |
| 526-550 | $ |
| 501-525 | $ |
| 476-500 | $ |

| | |
|---|---|
| 451-475 | $ |
| 426-450 | $ |
| 401-425 | $ |
| 376-400 | $ |
| 351-375 | $ |
| 326-350 | $ |
| 301-325 | $ |
| 276-300 | $ |
| 251-275 | $ |
| 226-250 | $ |
| 201-225 | $ |
| 1-200 | $ |

Pricing for the 6-month option to extend services in accordance with FAR 52.217-8, shall be in accordance with the most current rates being used in the contract.

## SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Performance Work Statement and Statement of Work (PWS) for the Food Services requirement is hereby incorporated by reference. See Attachment I - Performance Work Statement.

## SECTION E – INSPECTION AND ACCEPTANCE

### 52.246-4 INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

a. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
b. Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may –

a. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
b. Terminate the contract for default.

(End of Clause)

## SECTION F- DELIVERIES OR P ERFORMANCE

### 52.242-15 STOP WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either –

(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in the Default, or the termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts

justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in
arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop- work order.

(End of Clause)

**Performance of food services will be primarily located at:**

**U.S. MERCHANT MARINE ACADEMY (USMMA)**
**Delano Hall**
**300 Steamboat Road**
**Kings Point, NY 11024**

Performance will also include food service on other sites around the USMAA and at sea, including the vessel Kings Pointer, Patten Clinic Infirmary, on- campus special event dinners as detailed and other locations as in the Performance Work Statement (PWS), see section C.

Hours of Operation per the PWS:

- **Arrival of Midshipmen Trainer Meals - Buffet Style (Approximately 5 days)**

  Approximate Schedule:

  | | |
  |---|---|
  | Breakfast | 0700 – 0730 |
  | Lunch | 1200 – 1245 |
  | Dinner | 1730 – 1815 |

- **Plebe Candidate Meals**

  Approximate times for Family Style Service with the arrival of Plebe Candidates is as follows:

  | | |
  |---|---|
  | Breakfast | 0645 – 0730 |
  | Lunch | 1230 – 1315 |
  | Dinner | 1800 – 1845 |

- **Hours of Operation (Standard Year-Round)**

  The Academy is open 7 days; Monday through Sunday including Federal holidays except for when the Government facilities are closed due to local or national

emergencies, administrative closings, or similar Government directed facility closings.

The contractor shall maintain hours of operation as necessary to meet the service schedule:

- **Delano Hall Meal Schedule - Standard Operating Hours (Subject to Change)**

| | | | |
|---|---|---|---|
| Breakfast | Buffet Style | Monday – Friday | 0615 – 0730 |
| Breakfast | Buffet Style | Saturday | 0700 – 0800 |
| Lunch | Family Style | Monday – Friday | 1150 - 1230 |
| Lunch | Cafeteria Style | Saturday | 1130 - 1300 |
| Dinner | Cafeteria Style | Monday – Friday | 1730 – 1945 |
| Dinner | Cafeteria Style | Saturday | 1730 – 1900 |
| Brunch | Cafeteria Style | Sunday | 1030 – 1230 |
| Dinner | Cafeteria Style | Sunday | 1730 – 1900 |

- **Coffee and Tea will be available in the Library Sunday – Thursday evenings (5 days a week) at the following times:**

  - Delivered at 1900 (7PM)

Coffee containers to be returned to the commissary by 1000 (10AM) the following day.

Monday thru Sunday including Federal holidays with the exception of when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential. Any replacement of managerial/leadership staff shall be vetted through the COR and CO. Resume's shall be provided for review and the contractor shall receive the government's concurrence with the replacement.

**Period of Performance:**

Transition In – April 1, 2027 – April 30, 2027

Base Period –April 01, 2027 – March 31, 2028

Option Period 1 – April 1, 2028 – March 31, 2029

Option Period 2 – April 1, 2029 – March 31, 2030

Option Period 3 – April 1, 2030 – March 31, 2031

Option Period 4 – April 1, 2031 – March 31, 2032

## SECTION G: -- CONTRACTING ADMINISTRATION DATA

## G.1 INVOICE REQUIREMENTS/INSTRUCTIONS

DOT utilizes the Delphi eInvoicing web portal for processing invoices. Access to Delphi eInvoicing web portal is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. For vendors submitting invoices or payment requests, they will be required to submit invoices via the Delphi eInvoicing web portal which is authenticated via www.login.gov.

Vendors must meet the following minimum requirements to submit invoices through the Delphi eInvoicing web-portal:

(d) Vendors shall have electronic internet access to register in the U.S. General Services Administration's (GSA) *Login.gov* and to the Delphi eInvoicing web portal;
(e) The identity of system users will be verified prior to receiving access to the Delphi eInvoicing web-portal via registration with login.gov. Information required for *Login.gov* includes his/her email address, full name, phone number, and password;
(f) Once notified by their agency POC, system users shall register with and create an account with GSA *Login.gov.* System users will provide his/her email address and receive an email back to confirm. They will then create a password and input a telephone number and opt to receive either a personal call from *Login.gov* or text message with an authentication code;
(g) Once the user is authenticated in *Login.gov*, he/she shall work with their agency POC to request access to the Delphi eInvoicing web portal. The POC will complete a Delphi eInvoicing web-portal User Access Request (UAR) to include the users full name, contact phone number, work e-mail address. Additionally, the agency POC will include the vendor name, purchase order (contract) numbers (or supplier number) and agency doing business with to complete and electronically submit the UAR forprocessing;
(h) Once the UAR is submitted, it will be electronically approved by the Access Control Officer (ACO) assigned to OA associated with the contract award or grant and then forwarded to the Delphi eInvoicing helpdesk to create the account. Once the account is created an e-mail will be generated to the user with instruction on accessing their Delphi eInvoicing web portal account. An e-mail will also be sent to the agency POC who initiated the UAR.

**A.** Definition.

Payment request, as used in this subpart, means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation.

B. Electronic payment requests—invoices.

(a) Requirements. Contracts shall require the electronic submission of payment requests, except for—
(1) Purchases paid for with a Governmentwide commercial purchase card;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise classified information or national security; or

(3) As directed by the contracting officer to submit payment requests by mail.

(b) Alternate procedures. Where a contract requires the electronic submission of invoices, the contracting officer may authorize alternate procedures only if the contracting officer makes a written determination that the Department of the Transportation (DOT) is unable to receive electronic payment requests or provide acceptance electronically and it is approved one level above the contracting officer.

For contractors/vendors who are unable to utilize DOT's Delphi eInvoicing web-portal, waivers may be considered on a case-by-case basis. Vendors should contact the Contracting Officer's Representative for assistance and reach out to the Accounts Payable department for review and approval.

(c) DOT electronic invoicing system. DOT utilizes the Delphi eInvoicing web portal to facilitate the electronic submission and approval of vendor invoices and certain grantee payment requests. Except as provided in paragraphs (a) and (b) of this section, contracting officers and DOT finance officials shall process electronic payment submissions through the Delphi eInvoicing web portal. If the requirement for electronic submission of payment requests is waived under paragraph (a) or paragraph (b) of this section, the contract or alternate payment authorization, as applicable, shall specify the form and method of payment request submission.

C. Electronic authentication.

Access to Delphi eInvoicing is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. For vendors submitting invoices, they will be required to submit invoices via the Delphi eInvoicing web portal which is authenticated via login.gov.

D. Contract clause.
Contracting officers shall insert the clause provided in Section E. below, Electronic Submission of Payment Requests, in solicitations and contracts exceeding the micro-purchase threshold, except those for which the contracting officer has directed or approved otherwise under Section B. above, and those paid with a Governmentwide commercial purchase card.

E. Electronic Submission of Payment Requests.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

(a) Definitions. As used in this clause—

(1) Contract financing payment has the meaning given in FAR 32.001.

(2) Payment request means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices," this clause, and the applicable Payment clause included in this contract.

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this

clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) Invoice payment has the meaning given in FAR 32.001.

(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) The Department of Transportation utilizes the Delphi eInvoicing web-portal for processing invoices. For vendors submitting invoices, and certain grantees submitting payment requests, they will be required to submit invoices via Delphi eInvoicing which is accessed and and authenticated via www.login.gov

(d) The following FAR section applies (32.905 Payment documentation and process). In order to receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in the Delphi eInvoicing web-portal shall contain the following:

**(a)** General. Payment will be based on receipt of a proper invoice and satisfactory contract performance.

**(b)** Content of invoices.

**(1)** A PROPER INVOICE MUST INCLUDE THE FOLLOWING ITEMS (except for interim payments on cost reimbursement contracts for services):

**(i)** Name and address of the contractor.

**(ii)** Invoice date and invoice number. (Date invoices as close as possible to the date of mailing or transmission.)

**(iii)** Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

**(iv)** Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.

**(v)** Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

**(vi)** Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

**(vii)** Name (where practicable), title, phone number and mailing address of person to notify in the event of a defective invoice.

(e) Payment system registration. All persons accessing the Delphi eInvoicing web-portal will be required to have their own unique user Delphi eInvoicing ID and password and be credentialed through login.gov.

(1) Electronic authentication. See www.login.gov for instructions. Click on the following link for instructions on establishing a login.gov account: https://login.gov/help/creating-an-account/how-do-i-create-an-account-with-logingov/.

(2) To create a login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then login.gov will reply with an email confirming the email address.

(3) Agency POC's will be responsible for communicating with vendor POC's to initiate the Delphi eInvoicing account creation process. Vendor POC's who will require access to the eInvoicing web-portal for invoice submission and payment tracking purposes will be required to provide their full name, valid email address, and current phone number to the agency POC to initiate the Delphi eInvoicing web-portal account. Vendor users and the agency POC will be notified via e-mail when the account is created. The vendor user will be provided detailed instructions for logging into their Delphi eInvoicing account.

(4) Training on Delphi. To facilitate use of DELPHI, comprehensive user information is available at http://einvoice.esc.gov

(5) Account Management. Vendors are responsible to contact the Delphi Help Desk when their firm's points of contacts will no longer be submitting invoices so they can be removed from the system. Instructions for contacting the Delphi Help Desk can be found at http://einvoice.esc.gov

**POINTS OF CONTACT**

PROCURING CONTRACTING OFFICER (PCO)

U.S. Department of Transportation- Maritime Administration
Durba Ray, Contracting Officer
1200 New Jersey Avenue, S.E. –
W26/444 Washington, D.C. 20590
Telephone: (202)855-4908
E-mail Address: durba.ray@dot.gov

CONTRACT SPECIALIST (CS)

Carmen Feliz, Contract Specialist
300 Steamboat Road Kings Point, NY 10024
Telephone: (516)726-6149
E-mail Address: felizc@usmma.edu

**G.2 ADDRESS OF CORRESPONDENCE**

All contract related correspondence except as otherwise specified, shall be directed to the Contracting Officer and Contract Specialist at durba.ray@dot.gov and felizc@usmma.edu.

**G.3 CONTRACTING OFFICER'S REPRESENTATIVE**

a. The Contacting Officer's Representative (COR) is responsible for the technical aspects of the project and technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all reports and deliverables.

b. The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COR may designate assistant (COR(s) to act for him/her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

c. The COR for this contract is:

CDR McCarthyA@usmma.edu
U.S. Merchant Marine Academy
300 Steamboat Road Kings Point, NY 10024
Office: (516)726-5659
**Email: McCarthyA@usmma.edu**

The alternate COR (ACOR) is:

LCDR Antoinette Waller,
U.S. Merchant Marine Academy
300 Steamboat Road Kings Point, NY 10024
Office: (516) 726-5649
Email: WallerA@usmma.edu

d. The COR and ACOR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR will be promptly provided to the Contractor by the Contracting Officer in writing.

## SECTION H: -- SPECIAL CONTRACT REQUIREMENTS

### H.1 CONTRACTOR TRAINING

The Contractor shall provide a work force properly trained (and certified, if required) to perform all tasking defined within the PWS. If tasking requires certification and/or periodic recertification, the Contractor is responsible for the costs of certification and, if required, periodic recertification.

### H.2 SCHEDULE OF INSURANCE

a. The Contractor shall, at its own expense, provide and maintain during the entire

performance period of this contract at least the kinds and minimum amounts of insurance required below:

Workmen's Compensation and Employer's Liability Insurance: $100,000
General Liability Insurance for Bodily Injury Liability Minimum Per Occurrence for Bodily Liability: $500,000
Minimum Per Each Accident for Property Damage: $100,000
Minimum Aggregate for Bodily Injury: $500,000
Automobile Liability Insurance Minimum Per Person $200,000
Minimum Per Occurrence for Bodily Injury $500,000
Minimum Per Occurrence for Property Damage $20,000

The contractor shall provide the required certification of insurance within 10 days of contract award unless otherwise authorized by the contracting officer.

b. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed or prescribed, and (2) until 30 days after the insurer of the Contractor gives written notice to the Contracting Officer.

c. The Contractor shall insert the substance of the clause entitled "Insurance Work on a Government Installation (FAR 52.228-5)," in subcontracts under this contract that require work on a Government Installation and shall require subcontractors to provide and maintain the insurance required above.

## Section I: -- Contract clauses; if clauses are referenced, read them from their original source.

### I.1 FAR 52.252-2 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 address: https://www.acquisition.gov/far/part-52

| Clause | Title | 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 |
| 52.203-16 | Preventing Personal Conflicts of Interest | JUN 2020 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | NOV 2023 |
| 52.204-09 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-13 | System for Award Management Maintenance | OCT 2025 |
| 52.212-1 | Instructions to Offerors—Commercial Products and Commercial Services (Deviation) | RFO April 2026 |
| 52.212-4 | Contract Terms and Conditions-Commercial Products and Commercial Services | OCT 2025 |
| 52.216-4 | Economic Price Adjustment-Labor and Material | Jan 2017 |
| 52.222-03 | Convict Labor | (Deviation) (RFO April 2026) |
| 52.222-50 | Combating Trafficking in Persons | (Deviation) (RFO April 2026) |
| 52.232-18 | Availability of Funds (Apr 1984) | APR 1984 |
| 52.232-19 | Availability of Funds for the Next Fiscal Year | APR 1984 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | MAR 2023 |
| 52.243-01 | Changes--Fixed Price | OCT 2025 |
| 52.246-4 | Inspection of Services – Fixed Price | AUG 1996 |
| 52.249-08 | Default (Fixed-Price Supply and Service) | APRIL 1984 |
| TAR 1252.223-73 | Seat Belt Use Policies and Programs | APR 2005 |
| TAR 1252.239-70 | Security requirements for unclassified information technology resources | APR 2005 |
| TAR 1252.242-70 | Dissemination of Information – Educational Institutions | OCT 1994 |
| TAR 1252.245-70 | Government Property Reports | OCT 1994 |
| TAR 1252-242-72 | Dissemination of Contract Information | OCT 1994 |

- **52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services. (Deviation) (RFO April 20, 2026)**
- a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.
- (b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine

restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

- (1) Notify the Contracting Officer in writing as soon as possible;
- (2) Remedy the delay as quickly as possible; and
- (3) Notify the Contracting Officer when the occurrence is over.
- (g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment*—
- (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;

- (C) Affected line item or subline item, if applicable;
- (D) Contractor point of contact; and
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (5) *Interest*.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.
- (j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and

remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services;
- (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;
- (4) Addenda to this solicitation or contract;
- (5) Solicitation provisions incorporated in the solicitation;
- (6) Other paragraphs of this clause;
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.
- (s) *Unauthorized obligations*.
- (1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to

indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

- (End of clause)

- **FAR 52.217-8 Option to Extend Services (NOV 1999)**

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

- **FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 3 months the period of time within which the Contracting Officer may exercise the option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 (months).
(End of clause)

**iii. TAR – INCORPORATED BY REFERENCE**

**TRANSPORTATION ACQUISITION REGULATION (TAR) CLAUSES**

- **TAR 1252.201-70 Contracting Officer's Representative (Nov-22)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract. (b) The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.
(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.
(End of clause)

**TAR 1252.237-73 KEY PERSONNEL (APR 2005)**

(a) The personnel as specified below are considered essential to the work being

performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel Positions under this Contract are:

1. Project Manager
2. Food Service Manager
3. Head Chef
4. Sous Chef

(End of Clause)

**52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

***SECTION J – Attachments***

1. Performance Work Statement and Statement of Work for Concession
2. Pricing sheet
3. Wage Determination
4. Past Performance Questionnaire
5. Subcontracting Plan example

***52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCECERTAIN FEDERAL TRANSACTIONS (SEP 2024)***

(a) *Definitions.* As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(d) *Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(e) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalties*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of Provision)

***52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (DEVIATION OCTOBER 2025)***

(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)(RFO APRIL20, 2026)***

(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)(RFO APRIL20 2026)***

(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 DELIQUENT TAX LIABILITYOR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)APRIL20, 2026)***

(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)

***52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (DEVIATION)(RFO APRIL20, 2026)***

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror must submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds $700,000.

(c) The certification must state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

## SECTION L- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L.1 52.212-1 INSTRUCTIONS TO OFFERORS –COMMERCIAL ITEMS (DEVIATION) (RFO APRIL20, 2026)** is incorporated by reference (See SF-1449, Block 27A).

The paragraphs identified in the below addendum supersede that of FAR 52.212-1 incorporated by reference.

This requirement is solicited under Full and Open Competition, with priority given to the State Licensing Agency (SLA) under the Randolph Sheppard Act (RSA) to submit a proposal.

The North American Industry Classification System (NAICS) code is 722310-Food Service Contractors, and the size standard is $47M.

Offerors must complete and submit the pricing tables included in Section B of this solicitation.

Any resultant contract will be a firm-fixed-price (FFP) contract based on FAR Part 12 and Part 15.

***L.2 Submission of Offers.***

Signed and dated proposal and all related proposal information shall be submitted only via email to durba.ray@dot.gov and FelizC@usmma.edu. Potential offerors shall submit one (1) copy of the applicable solicitation (SF 1449) signed by an authorized officer of the company in blocks 30a – 30c at or before the exact time specified in this solicitation. Offerors must verify proposal receipt by a separate email verification to durba.ray@dot.gov and FelizC@usmma.edu.
Questions relating to the solicitation should be submitted no later than **3:00 P.M. EST** on **July 10, 2026** to durba.ray@dot.gov and FelizC@usmma.edu. All correspondence from all potential offerors sent in response to this solicitation must be clearly marked with the words: "Offered Under Solicitation# 6923G226R000002. All responses will be provided via an amendment to the solicitation. **Solicitation will close on July 23rd, 2026, 1:00 p.m. EST.**

**L.3 Proposal Format and Content**. Offerors must follow the instructions contained herein. At a minimum, offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to provide the requested information may result in a proposal being deemed non-responsive and/or unacceptable. It is recommended that offerors submit all required documentation when responding to this solicitation as the Government reserves the right to award without negotiations and/or discussions.

**L.4 Proposal Content:** Offerors shall submit the following:

a. Summited proposals shall consist of four (4) separate attachments: the fillable clauses required by the solicitation, Technical, Past Performance Information and Price/Pricing, as provided in Section M.

b. **Exceptions to Terms:** Offerors shall state any exceptions to the terms and conditions of the solicitation, to include technical exceptions, and exceptions to the PWS. Exceptions must be

submitted on a company letterhead. Exceptions that are not submitted on company letterhead will not be considered.

c. **Terms of any Express Warranty:** (no page limit) Pursuant to FAR 52.212-4 (o) Warranty.

d. **Mandatory Solicitation Offeror Fill-in Information**: (no page limit) See Section **G**, *Contract Administration Data* and complete all contractor fill-in information in its entirety. Complete all contractor fill-in information in its entirety in all sections including Provisions and Clauses; however, the offeror can exclude fill-in information under a provision if the information requested is completed in System for Award Management (SAM) (https://www.sam.gov/SAM/). NOTE: there may be required non-SAM offeror fill-ins that are DOT-specific

e. **Acknowledgement of Solicitation Amendments**: Offerors shall submit a signed copy of the SF 1449 and signed copies of all SF-30s with the proposal, and by the required due dates and times. Returned amendments must be signed by an authorized officer of the company in blocks 15a-15c.

f. **Offeror's Declaration of Partnerships**:

**Subcontracting Plan**: FAR 52.219-9 Small Business Subcontracting Plan. The offeror must submit a completed copy of a Small Business Subcontracting Plan (see Section J Attachment 5).

**Teaming Arrangements** (1 page limit): If applicable, the offeror must disclose any teaming arrangement(s) as defined by FAR 9.601 at the earliest time known before award. If proposing as a team or a sub-contractor arrangement, an offeror MUST provide a summary of the roles and responsibilities of each teaming partner and sub-contractor. The submission shall indicate the percent at which the arrangement is designed, and whether it is a Partnership, Joint Venture and/or Prime/Sub relationship. Should a teaming arrangement exist, the offeror may be required to provide further information before award.

g. **Proposal Volumes Attachments:** Attachments Volume – I -Factor 1-Technical Approach, Volume II- Factor 2- Past Performance, and Volume-III -Factor 3- Price will contain information used for the purposes of the Government's evaluation for award. An offeror's proposal submission will address the evaluation criteria under Section M, FAR 52.212-2 Evaluation- Commercial Products and Commercial Services (DEVIATION)(RFO APRIL 20, 2026).

## L.5 Attachment I -Volume I- Factor 1- Technical Approach: (Not to exceed 20 pages)(4 Key personnel total 8 (2 pages each) pages not included in the total 20 pages)

- **Technical Approach** –No more than 20 single-sided, 8 ½" x 11" pages, including Appendices and Attachments. Technical Proposals less than 20 pages are permitted. As per of the Technical Approach, all Offeror's submit Management plan.
    - **L.5.1 Management Plan**

The detailed Management Plan required from Offerors must cover the following specific elements:

- **(a)Line of Responsibility and Communication**

  The Management plan discuss clearly how they will manage this requirement per the PWS. The Offeror must detail the proposed line of responsibility and the communication path through which the requirement will be managed. In general contract management, this involves identifying key personnel per PWS, who will be responsible for overall contract performance and acts as the primary point of contact with the Contracting Officer's Representative (COR).

- **(b)Staffing**

  The Offeror's Management Plan must clearly explain an approach to provide and maintain an adequate number of qualified personnel to meet mission requirements and service hours that align with meal periods, peak demands, and contingencies.

  The Staffing Plan section must discuss how the Offeror intends to staff each location per the PWS for the base plus four one-year options considering any outbreak (if any) or other delays and how they plan to resolve the issue and staff for continued support. The staffing plan must clearly identify the hiring process and retention ratio to support the requirement.

Must submit one each resume of the Key Personnel – Project Manager , Food Service Manager, Head Chef/Executive Chef and Sous Chef. The Offeror's proposal must demonstrate that the both the Key personnel's resume meets all requirements in accordance with the PWS Part 4, Section 6.5. Must not exceed 2 pages (each) of the resumes. Must meet the education, certification and experience and skills needed per PWS Part 4, Section 6.5.

**(c) Personnel Requirements and Hiring:** Offerors must clearly discuss the hiring process and should ensure replacement personnel possess the same or superior skill sets and certifications as those replaced.

**(d)Process of Training of Personnel:** The Offeror's Management Plan must clearly explain the methodology for ensuring all staff are properly trained to meet performance standards, reduce risk of injuries, food contamination, and foodborne illness, and deliver high-quality food and service.

**(e) Quality of Food and Food Service Performance**

The Offeror's Management Plan must clearly explain the methodology for ensuring that all food that is served meets the established standards for freshness, safety, nutritional value, taste, and appearance while supporting overall customer satisfaction and mission effectiveness while maintaining high quality food service performance throughout the term of the contract.

**(f)Sanitation Process**

The Offeror's Management Plan must clearly explain the methodology for establishing sanitation standards and the routine process for monitoring compliance across all facility areas, equipment, and utensils on a routine basis.

Demonstrate adherence to all applicable federal, state, and local health regulations in the food service environment through documented procedures, including maintaining and implementing specific:

- Cleaning schedules.
- Protocols for safe handling of food.
- Procedures for the safe preparation and storage of food.

Offerors shall describe in their Management Plan as a part of the Volume I- Factor 1- Technical Approach, the risks associated with the PWS and any risks associated with the Offeror's proposed technical approach; describe any techniques, methods, and actions that will be used by the offeror to mitigate the risk(s) identified in the PWS(if any) and provide an explanation of whether the techniques and methods identified for risk mitigation have been successfully used by the offeror.

- L.5.2 **Corporate Experience: The Offeror's proposal must discuss in detail below information:**
  - Financial Capability
  - Recruitment/Retention
  - Cost Control/Savings
  - Phase-in Plan
- **L.5.3 Sample Food Menus**
  - Food. All food items used in the dining facility must meet the minimum standards set forth in this solicitation.
  - Menus. The offeror shall develop and submit with offer, two (2) six-week cycle menus and 12 or more meal menus (to include low-fat, protein, and carbohydrate meals) to reflect healthy foods. All menus shall be developed in accordance with the requirements set forth in the PWS. Menu standards for the Academy can be found in the PWS. Emphasis shall be on health, variety, and creativity. The below format shall be used for menu submission. A separate chart shall be submitted for each week.

| Week 1 | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| Breakfast | | | | | | | |
| Lunch | | | | | | | |
| Dinner | | | | | | | |

- **L.5.4 Risk Management and Quality Assurance Surveillance Plan (QASP):** The Offeror must submit a Risk Management and Quality Assurance Surveillance Plan (QASP) and Risk Mitigation plan with the proposal and must explain how food quality and food service performance will be continually maintained based on the Performance Work Statement (PWS). Also address what monitoring methods will be used to verify full compliance with all PWS requirements and established standards, corrective action, documentation and reporting and any other information applicable to meet PWS requirements.

## L.6 Attachment II: Volume II-Factor 2-Past Performance: (Not to exceed the one 7-page Past Performance Evaluation Questionnaire attachment)

***Past Performance Reference List (See Section J, Attachment-4):*** This is submitted as instructed on the form by the solicitation closing date specified on the SF1449 and include (where there is past performance pursuant to Section M) the following:

- The offeror must submit **one** example of past performance within 3 years from the date of the close of the RFP that is similar in product/service/support (relevant), complexity, dollar value (size), contract type, use of personnel (for services), and extent of subcontracting. This list is not all inclusive.

  Additionally, the following information is required to be submitted with an offeror's past performance submission:

  - Description of how the effort is similar to the work under this RFP in regard to scope, size (dollar value) and complexity.
  - One point of contact including name and telephone number or email address. Preferred points of contact are, in order of descending preference: Program Manager, Technical Manager or Engineering lead, and Administrative Contracting Officer.
  - Contract number
  - Name of client
  - Contract type
  - Project description
  - Total contract value
  - Period of performance (start and end date and year)

Past performance submissions may include prime contracts and task orders. Submissions must be recent, meaning they must be either current contracts or have been completed within three (3) years from the date of the closing of this RFP. Current contracts must have at least six (6) months of completed performance from contract start from the date of the closing of this RFP. Past performance will only be considered for projects where the offeror was the prime contractor.

Offerors shall provide no more than one Past Performance Evaluation Questionnaire.

- The Offeror shall be responsible for ensuring that the customer reference (1 reference) receives, completes, and returns Attachment 4 – Past Performance Questionnaire to the Contracting Officer prior to the close of the RFP based on the relevant Past Performance example. The completed Questionnaire shall be submitted directly via email from the

customer reference to durba.ray@dot.gov; felizc@usmma.edu by the due date established for receipt of proposals. The Government will not accept any proposal or its supporting documentation after the close of the RFP.

**L.7 Attachment 3- VOLUME III -FACTOR 3- PRICE: (No page limitation)**

In this section, the Offeror(s) shall provide a detailed price proposal. Total evaluated price (One 12month base period with 4 one-year options including one month of transition-in) which will be the sum of total Price for the services to be provided per the Performance Work Statement (PWS). Price will be evaluated to verify the price is fair and reasonable. All Offerors are encouraged to provide any additional discounts. Provide any exceptions or assumptions, explanation/narratives on your proposal under Volume III – Factor 3- Price proposal, and also submit with the proposal the Excel spreadsheet Attachment 1 -Pricing sheet, (All tabs) including breakdown of total amount including any cost, clearly identifying the labor categories as identified in the PWS, any discount, hourly rates, price for the ranges..
**An organized site visit is scheduled for Monday, July 6th, 2026 at 10:00 AM EST.** Offerors shall submit the names of the personnel and subcontractors, including company names, who will be attending to the Contracting Officer at durba.ray@dot.gov and FelizC@usmma.edu no later than 72 hours before the selected site visit date and time. **The subject line shall include: Site Visit Request: Solicitation#** 6923G226R000002**.** This will be the only scheduled site visit. Although a site visit is NOT mandatory, it is highly encouraged that the Offerors and any major subcontractors attend this meeting.

**Wage Determination (See Section J, Attachment -3, Wage Determination) under the Service Contract Act is attached and made a part of this solicitation.** Pursuant to FAR 52.222-41 Service Contract Labor Standards (Deviation)(RFO April 20 2026), all pricing must be reflective of current wage rates and fringe benefits which are effective or will be effective during any period in which the contract is being performed.

**Period for acceptance of offers.** The offeror agrees to hold the prices in its offer firm for **90** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(End of Provision)

**FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

(Provision)

**FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

OFFICE OF ACQUISITIONS (MAR-380)
ATTN: Durba Ray
U.S. DOT/MARITIME
ADMINISTRATION 1200
NEW JERSEY AVE., SE
MAIL STOP:
W26-444
WASHINGTON,
DC 20590

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

**52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

**FAR 52.252-1 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.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse and https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of Provision)

## SECTION M – EVALUATION FACTORS FOR AWARD

**M. 1FAR 52.212-2 Evaluation-Commercial Items (Deviation) (RFO April 20, 2026)**

As prescribed in 12.205(a)(2), insert a provision substantially as follows:

Evaluation—Commercial Products and Commercial Services (Deviation Date)

Evaluation factors in the relative order of importance -Factor one -Technical Approach is higher in importance than Factor 2- Past Performance. When non-price factors are combined are higher in importance than Factor 3- Price. For requests for proposals.

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, unless preempted by application of the State Licensing Authority (SLA) priority under the Randolph-Sheppard Act. If the SLA is within the competitive range, is found to be technically acceptable, has a neutral or better past performance rating, offers a price determined to be fair and reasonable, and is deemed a responsible contractor, the SLA priority will pre-empt award to the Best Value Offeror. If an SLA submits an offer that is in the competitive range, the Contracting Officer may initiate discussions solely with the SLA to facilitate an award to the SLA without further consideration of the other offers. The SLA may be included in the competitive range even if it is not the lowest price. The following factors shall be used to evaluate offers:

(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)

**M.2 EVALUATION FACTORS.**

a.) General. The Government will apply evaluation factors to identify the best value proposal. The evaluation factors represent key areas of importance to be considered in the source selection decision. The factors and associated elements have been chosen to support meaningful discrimination between and among competing proposals. As demonstrated in their proposals, prospective Offerors shall be evaluated in terms of their ability to meet or exceed the program's requirements stated in the PWS. Proposals shall be evaluated in accordance with the factors described below. If a vendor receives a rating of "unacceptable" for any technical evaluation sub-factor, they will not be considered for award.

Proposals will be evaluated using three Factors:
Volume I-Factor 1- Technical Approach (Management Approach, Corporate Experience, and Sample Food menus.), Volume II -Factor-2- Past Performance and Volume III- Factor -3- Price.

Relative Importance: Evaluation factors other than cost or price, when combined, are significantly more important than cost or price in accordance with FAR 15.101.

- Technical is more important than Past Performance
- Technical and Past Performance, when combined, are more important than Price
- On competing proposals where Technical and Past Performance are weighed equally, Price will increase in importance.

All proposal submission Volume I -Factor one, Volume II -Factor two and Volume III -Factor three will be evaluated for completeness based on submission of all requested information in accordance with RFP section L (Instructions to offerors).

**M.2.1 Volume I -Factor 1 – Technical Approach**. The Government will use Combined Technical/Risk Rating Method of evaluation. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, and deficiencies in determining technical ratings. The Government will utilize the combined technical/risk ratings listed in Table 1 below.

**Table 1 – Combined Technical/Risk Rating Method**

| Adjectival Rating | Description |
|---|---|
| Outstanding | Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low. |
| Good | Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate. |
| Acceptable | Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. |
| Marginal | Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. |
| Unacceptable | Proposal does not meet requirements of the solicitation, and thus, contains more deficiencies, and/or risk of unsuccessful performance is unacceptable. |

- A strength is defined as an element of a proposal which exceeds a requirement of the solicitation in a beneficial way that increases the chance of successful contract performance.
- A weakness is defined as a flaw in a proposal that increases the chance of unsuccessful contract performance.
- A significant weakness is defined as a flaw in a proposal that appreciably increases the chance of unsuccessful contract performance.
- A deficiency is defined as a material failure of an offeror or quotation to meet a Government requirement or a combination of significant weaknesses in an offeror or quotation that increases the risk of unsuccessful contract performance to an unacceptable level.

- To be acceptable, offeror's proposals must meet or exceed all the requirements of Factor 1 section L.5 of the solicitation in accordance with the PWS will be utilized for rating of Factors 1. Proposed four (4) Key personnel candidates (Program Manager, Food Service Manager, Head Chef/Executive Chef and Sous Chef for Factor 1 submitted must be in accordance with the PWS Part 4, Section 6.5 and must be available to perform on this requirement after award. The Government will evaluate the availability of proposed key personnel. Following award, replacement of key personnel shall require prior Contracting Officer approval and proposed replacements must possess qualifications equal to or greater than those of the individual being replaced.
- Offeror's responses to RFP section L.5 - Volume I- Factor 1 -Technical approach and its subfactors (Management Plan (staffing, resumes, Quality, sanitation, training of personnel) , Corporate Experience (Financial Capability, recruitment/retention, cost control/savings; phase-in Plan); sample menus, and QASP will be reviewed and evaluated to determine if each offeror's proposed Factor 1 demonstrates in sufficient detail a technical approach, methods, and actions to mitigate risks. that will successfully accomplish the PWS.
- The Government will evaluate the adequacy of the Offeror's proposed RFP section L.5 Technical Approach including subfactors -Management approach to perform the effort described in the PWS (Attachment J-1 PWS). Government will use evaluation methodology and adjectival ratings in section M.2.1 (Table 1) to evaluate the Factor 1- Technical approach and its subfactors.
- The Government will evaluate the effectiveness of the Offeror's response to the PWS based on requested in information in Section L.5 and its subfactors to determine the extent to which it clearly demonstrates clearly addressing the challenges, provide management and staffing solutions, management of subcontractors (if any) and demonstrates clear and full understanding of the PWS.
- The Government will evaluate Offeror's experience as to resolving risk mitigation successfully.

**M.3 Volume II-Factor 2 – Past Performance.**

All requested information in the RFQ section L.6 (Instructions to Quoters), for Volume II, Factor 2-Past Performance will be evaluated.

The Past Performance will also be evaluated based on Table 2 below – Past Performance Confidence rating. Government will evaluate:

- Description of how the effort is similar to the work under this RFP in regard to scope, size (dollar value) and complexity, contract type, use of personnel (for services), and extent of subcontracting.in accordance with the PWS.

- One point of contact including name and telephone number or email address. Preferred points of contact are, in order of descending preference: Program Manager, Technical Manager or Engineering lead, and Administrative Contracting Officer.

- Contract number

- Name of client

- Contract type

- Project description

- Total contract value

- Period of performance (start and end date and year)

This Factor evaluates the Offeror's relevant present and past work performance history to draw a Performance Confidence Assessment -High, medium, and low, of the Offeror's ability to successfully perform as proposed. Furthermore, past performance clearly demonstrates successful performance on efforts involving unusual time constraints and the ability to respond to changing schedule requirements without sacrificing quality will be evaluated more favorably than technical proposals that do not.

The Government may consider efforts performed by agencies of the federal, state, or local governments and commercial customers when evaluating past performance. Above confidence Evaluation rating table will be used to evaluate Past Performance. Filled responses to Attachment 4- Past Performance Evaluation Questionnaire will be evaluated as a part of Factor 2- Past Performance. Acceptable Offeror's responsibility will be determined. Government reserves the right to contact the Offeror's Government Point of Contact under the proposed example as a part of the Past Performance evaluation. The Government will review the responses to the Past Performance Evaluation Questionnaire directly from the offeror's point of contact provided by the offeror's reference POC as a part of the Factor 2-Past Performance.

M.3.1 Table -2 -FACTOR 2 EVALUATION RATING- PAST PERFORMANCE CONFIDENCE EVALUATION RATING TABLE: Past Performance will receive an overall confidence rating of HIGH, SOME, and LOW.

| RATING | SYMBOL | DEFINITION |
|---|---|---|
| High | H | The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention. Risk is low. |

| | | |
|---|---|---|
| MEDIUM | M | The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention. Risk is medium. |
| LOW | L | The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract even with Government intervention. Risk is high. |
| NEUTRA/Unknown confidence | N | In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance. Instead, the Offeror will be assigned a 'Neutral' or 'Unknown' Confidence' rating. |

**M.4 Volume III- Factor 3 – Pricing.** The total evaluated price will include the offered price for the base year, and four (4) one (1) year option periods (including one month transition) and an additional 6-month period, per FAR 52.217-8. No adjectival ratings shall be utilized for evaluating cost/price.

This is a Firm Fixed Price (FFP) requirement. All requested information in the RFP section L.7 (Instructions to Offerors), for Volume III, Factor 3 -Price will be evaluated. Total evaluated price (base + 4 one-year options, including all CLINS related to the proposed price) and requested breakdown information including labor categories, hours, range rates (as identified in the RFP and attachment 2- Pricing sheet for all CLINS), and, attachment 2- Pricing sheet(All tabs Summary, Range rates, labor categories) its supporting justifications/explanation,
assumptions will be evaluated for accuracy, consistency, fairness, and reasonableness, completeness, balance and its traceability to the PWS and the RFP. The Government may reject proposals containing materially unbalanced pricing.

The Government will use price analysis to determine that the price is fair and reasonable, consistent with FAR procedures. The Government's determination of price reasonableness will be supported by comparison to the Independent Government Cost Estimate (IGCE) per FAR part 15.404-1(b)(5) and/or comparison to the proposals received in response to the RFQ per FAR Part 15.404-1(b)(1). Price realism analysis will be completed to assess performance risk and a lack of understanding of the requirement.

(b) Options. 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. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise 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 with

(End of provision)

**M.5 Section M – Evaluation Factors for Award**

M.5. 1 Basis for Award
The Government intends to award a contract to the offeror whose proposal represents the best value, based on Trade off process, to the Government, considering the evaluation factors identified herein. However, consistent with the Randolph-Sheppard Act, priority shall be afforded to a State Licensing Agency (SLA) proposing to operate the dining facility through a licensed blind vendor, provided the SLA's proposal is determined to be within the competitive range and has been evaluated as having a reasonable price and acceptable technical capability.

M.5. 2 Application of Randolph-Sheppard Act Priority
(a) This procurement is subject to the Randolph-Sheppard Act (20 U.S.C. § 107) and its implementing regulations at 34 CFR Part 395.
(b) If a proposal is received from a State Licensing Agency (SLA) representing a licensed blind vendor:
The SLA proposal will be evaluated under all stated evaluation factors.
If the SLA proposal is determined to be technically acceptable and the proposed price is evaluated as fair and reasonable, the SLA shall be afforded priority for award.
Technical factors, rather than price alone, will be the primary basis for determining the SLA's competitiveness.
(c) If the SLA proposal is found:
Technically unacceptable, or
Technically acceptable but with a price determined unreasonable
then the RSA priority shall not apply, and award will be made in accordance with best value source selection procedures.