SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W9136426QA037	07 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	BRETT FRUTH	000-000-0000	10 JUL 2026 04:00 PM

9. ISSUED BY CODE W91364

W7NU USPFO ACTIVITY OH ARNG
KO FOR OHARNG DO NOT DELETE, 2811 W DUBLIN GRANVILLE ROAD
COLUMBUS, OH 43235-2712
UNITED STATES
BRETT FRUTH, EMAIL: BRETT.A.FRUTH.CIV@ARMY.MIL TELEPHONE: 000-000-0000

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 722320

SIZE STANDARD: USD 9,000,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA
SEE CONTINUATION

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

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

Solicitation/Contract Form Continuation

Instrument Name: Catered Meals RTI CJAG 19 JULY to 24 AUGUST 2026

Product Service Code : S203

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	88M CJAG MEALS 19JULY-23AUG. Breakfast, Lunch, and Dinner for total 1760 Meals Product Service Code: S203 North American Industry Classification System (NAICS): 722320 Project Code: S203 Pricing Arrangement: Firm Fixed Price	1	Job		
0002	BLC CJAG Meals 21-23 AUG26. Breakfast, Lunch, and Dinner for a total of 630 Meals Product Service Code: S203 North American Industry Classification System (NAICS): 722320 Project Code: S203 Pricing Arrangement: Firm Fixed Price	1	Job		
0003	BLC Meals 25-27JUL2026 CJAG 3 day event Breakfast, Lunch and Dinner for a total of 900 Meals Product Service Code: S203 North American Industry Classification System (NAICS): 722320 Project Code: S203 Pricing Arrangement: Firm Fixed Price	1	Job		

Continuation of Description

Requirements

88M CJAG Catered Meals 19JUL-15AUG26 BLC CJAG Catered Meals 21-23AUG26 BLC Meals 24-26JUL2026 CJAG

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Source Instructions: SEE PWS DoDAAC: W9077C CountryCode: USA W8GP HQ 147TH REGT RTI 320 NORTH JAMES ROAD, BUILDING 1 COLUMBUS, OH 43213-1152 UNITED STATES
0002	Inspection and Acceptance Location Both Source Instructions: SEE PWS DoDAAC: W9077C CountryCode: USA W8GP HQ 147TH REGT RTI 320 NORTH JAMES ROAD, BUILDING 5 COLUMBUS, OH 43213-1152 UNITED STATES
0003	Inspection and Acceptance Location Both Source Instructions: SEE PWS DoDAAC: W9077C CountryCode: USA

	W8GP HQ 147TH REGT RTI 320 NORTH JAMES ROAD, BUILDING 1 COLUMBUS, OH 43213-1152 UNITED STATES

Continuation of Deliveries or Performance

0001	**Delivery Schedule** Delivery Period From 19 Jul 2026 to 15 Aug 2026 **Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W9077C CountryCode: USA W8GP HQ 147TH REGT RTI 320 NORTH JAMES ROAD, BUILDING 1 COLUMBUS, OH 43213-1152 UNITED STATES **Period of Performance** From 19 Jul 2026 To 15 Aug 2026
0002	**Delivery Schedule** Delivery Period From 21 Aug 2026 to 23 Aug 2026 **Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W9077C CountryCode: USA W8GP HQ 147TH REGT RTI 320 NORTH JAMES ROAD, BUILDING 1 COLUMBUS, OH 43213-1152 UNITED STATES **Period of Performance**

	From 21 Aug 2026 To 23 Aug 2026
0003	**Delivery Schedule** Delivery Period From 21 Aug 2026 to 23 Aug 2026 **Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W9077C CountryCode: USA W8GP HQ 147TH REGT RTI 320 NORTH JAMES ROAD, BUILDING 1 COLUMBUS, OH 43213-1152 UNITED STATES **Period of Performance** From 24 Jul 2026 To 26 Jul 2026

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Alternate I)	2026-02	Alternate I	2020-03
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038)	2026-04		
52.226-8	Encouraging Contractor Policies	2024-05		

	to Ban Text Messaging While Driving.	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.242-5	Payments to Small Business Subcontractors.	2017-01

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7001	Buy American and Balance of Payments Program.	2024-02		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.232-7010	Levies on Contract Payments.	2006-12		
252.247-7023	Transportation of Supplies by Sea. (Alternate II)	2024-10	Alternate II	2024-10

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.211-7003	Item Unique Identification and Valuation.	2023-01		

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

"Parent item" means the item assembly, intermediate component, or subassembly that has an

embedded item with a unique item identifier or DoD recognized unique identification equivalent.

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

Invoice 2 in 1

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0670
Issue By DoDAAC	W91364
Admin DoDAAC	W91364
Inspect By DoDAAC	W9077C
Ship To Code	W9077C
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	W9077C
Service Acceptor (DoDAAC)	W9077C

Accept at Other DoDAAC	NA
LPO DoDAAC	NA
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

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

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

(g) *WAWF point of contact.*

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		
252.233-7001	Choice of Law (Overseas).	1997-06		

List of Contract Documents, Exhibits, or Attachments

PERFORMANCE WORK STATEMENT (PWS)

FOR

Catered Meal Services

1.0 General:

1.1 Scope: The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform **Catered Meal** Services**,** as defined in this PWS.

1.2 Background: The Ohio Army National Guard will be conducting multiple training exercises that require catered meal services for Soldiers.

1.3 **Period of Performance (PoP):** Period of performance will be 19 JUL -24 AUG 2026**.** See attached workbook for headcount, dates, and meal types**.**

1.4 General Information:

1.4.1 Place and Performance of Services: The contractor shall provide services as identified above, except on recognized US holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. Performance shall be at the identified address above. The contractor shall maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility/installation is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

1.4.1.1 Reserved

1.4.1.2 Unscheduled gate closures by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

1.4.1.3 The contractor's employees shall become familiar with and obey the regulations of the installation, including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times and shall be subject to such checks as may be deemed necessary. The contractor shall ensure compliance with all regulations and orders of the installation, which may affect performance. The Government reserves the right to direct the removal of an employee from Government property or revoke access to Government systems for misconduct, security reasons, or any overt evidence of communicable disease. Removal of contractor employees for reasons stated above does not relieve the Contractor from responsibility for total performance of this contract.

1.4.2 Recognized Holidays: The following are recognized United States (US) holidays. The contractor shall perform services on these days if identified on the above rollup:

1.4.2.1 New Year's Day: January 1st

1.4.2.2 Martin Luther King, Jr.'s Birthday

1.4.2.3 President's Day

1.4.2.4 Memorial Day

1.4.2.5 Juneteenth National Independence Day: June 19th

1.4.2.6 Independence Day: July 4th

1.4.2.7 Labor Day

1.4.2.8 Columbus Day

1.4.2.9 Veteran's Day: November 11th

1.4.2.10 Thanksgiving Day

1.4.2.11 Christmas Day: December 25th

1.4.3 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is how it assures itself that its work complies with the requirements of the contract. As a minimum, the contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary (PRS).

1.4.4 Quality Assurance (QA): The Government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and acceptable quality level(s) or defect rate(s).

1.4.5 Installation Access and Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the KO. The contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by Department of Defense (DoD), Headquarters Department of Army (HQDA) and/or local policy (see PWS 6.0). Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

1.4.5.1 Reserved

1.4.5.2 For contractors that do not require a CAC, but require access to a DoD facility or installation: Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05), and applicable installation, facility and area commander installation/facility access, and local security policies and procedures (provided by a Government representative).

1.4.5.3 Awareness Training (AT) Level 1: All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, and controlled access areas shall complete AT Level 1 training within 30 calendar days after contract start date and within 30 calendar days of new employees commencing performance. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee to the KO within 15 calendar days after completion of training by each employee or subcontractor personnel. AT Level 1 awareness training is available at: https://jko.jten.mil/courses/atl1/launch.html.

1.4.5.4 iWATCH Training: The contractor and all associated subcontractors with an area of performance within an Army-controlled installation, facilities or area shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Antiterrorism Officer (ATO)). This local developed training shall be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the KO. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance. The contractor shall report completion for each contractor employee and subcontractor employee to the KO within 15 calendar days after completion of training.

1.4.5.5 Communications Security/Information Technology (COMSEC/IT) Security. All communications with DoD organizations are subject to COMSEC review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, the contractor is advised that any time contractor personnel place or receive a call they are subject to COMSEC procedures. The contractor shall ensure wide and frequent dissemination of the above information to all employees dealing with DoD information. The contractor shall abide by all Government regulations concerning the authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

1.4.6 Physical Security. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.4.6.1 Reserved

1.4.7 Reserved

1.4.9 **Contract Manager (CM): The contactor shall designate a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the KO.** The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The CM shall work through the KO to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the KO. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

1.4.12 1.4.10 Reserved

1.4.10.1 The contractor shall retrieve all identification media (including vehicle passes) from its employees who depart employment for any reason. The contractor shall return all identification media (i.e., badges and vehicles passes) to the security gate upon departure.

1.4.11. Combating Trafficking in Persons: The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government's zero tolerance policy, the actions that will be taken against employees for violations of this policy. The contractor shall take appropriate action, up to and including termination, against employees or subcontractors that violate the US Government policy as described at FAR 22.17.

1.4.13 Reserved

1.4.14 Data Rights: The Government has unlimited rights to all documents/materials produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.14 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel performing services under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in FAR Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO. In the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may impose other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

2.0 Definitions and Acronyms:

2.1 Definitions:

2.1.1 Contractor: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.2 Defective Service: A service output that does not meet the standard of performance associated with the PWS.

2.1.3 Deliverable: Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

2.1.4 Key Personnel: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.5 Physical Security: Actions that prevent the loss or damage of Government property.

2.1.6 Quality Assurance: The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.7 Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.8 Quality Control: All necessary measures taken by the Contractor to ensure that the quality of an end product or service shall meet contract requirements.

2.1.9 Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.2 Acronyms:

AEI	Army Enterprise Infostructure
AR	Army Regulation
AT/OPSEC	Antiterrorism/Operational Security
BI	Background Investigation
CM	Contract Manager
COR	Contracting Officer Representative
DA	Department of the Army
DD254	Department of Defense Contract Security Classification Specification
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense

DSCA	Defense Counterintelligence and Security Agency
FAR	Federal Acquisition Regulation
GFP/M/E/S	Government Furnished Property/Material/Equipment/Services
HQDA	Headquarters, Department of the Army
HSPD	Homeland Security Presidential Directive
IA	Information Assurance
IS	Information System(s)
KO	Contracting Officer
NGB	National Guard Bureau
OCI	Organizational Conflict of Interest
PII	Personally Identifiable Information

PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SCR	Service Contract Reporting
SSN	Social Security Number
TE	Technical Exhibit
USD(I)	Under Secretary of Defense for Intelligence

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract: None

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E): Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

5.0 Requirements:

5.1 The contractor shall deliver catered meals in accordance with the delivery dates, location, service time, and time identified above at paragraph 1.2.

5.2 Prime and Subcontractor arrangements: If the awarded contractor is not physically preparing and delivering the catered meals, the prime vendor shall identify a point of contact at the preparing facility who will be available during the duration of service.

5.3 Meal Requirements:

5.3.1 Catered meals shall be well rounded, healthy and adhere to serving sizes consistent with the Army Recipe Card TM 10-412. The contractor will provide a cyclic menu of at least 15 days.

5.3.1.1 Hot Buffet-Style Breakfast Components: Each hot-buffet breakfast shall include the following: One serving of eggs (scrambled, casserole, or quiche), one serving of breakfast meat (sausage, bacon, or hash), one serving of assorted grain items (bagel, biscuit, English muffin, or toast), one serving of fresh fruit (apples, bananas, oranges, etc.), one serving of pastry (muffins, donuts, cinnamon rolls, etc.), one serving of potato choice, one serving of assorted cold cereal in individual cartons, condiments to accompany the meal (hot sauce, jelly, butter, etc.), coffee, 1% or 2% milk in individual cartons, and one other beverage (100% juice, tea, lemonade, no bottled water).

5.3.1.2 Boxed Lunch Components: Each cold boxed lunch shall include the following: One Assorted sandwiches, bag of chips, side dish (pasta / macaroni salad / cottage cheese), assorted cookies, pickle, fresh fruit (apples, bananas, oranges, etc.), and 100% juice box. No bottled water. Lunch meals shall be contained in individually packaged in boxes with a napkin and appropriate eating utensils. condiments to accompany the meal (hot sauce, jelly, butter, etc.),

5.3.1.3 Hot Buffet-Style Lunch Components: Each hot-buffet lunch shall include the following: One serving of meat entree accompanied by an appropriate sauce or gravy, One serving of starch, One serving of vegetable, One serving of salad (mixed greens, tomatoes, cucumbers, croutons, and shredded cheese) with three dressing choices in individual packets, One serving of assorted grain items (bread / rolls), One serving of fresh fruit (apples, bananas, oranges, etc.), One serving of assorted desserts, appropriate condiments to accompany the meal (hot sauce, jelly, butter, etc.), coffee, 1% or 2% milk in individual cartons, and one other beverage (100% juice, tea, lemonade, No bottled water).

5.3.1.4 Hot Buffet-Style Dinner Components: Each hot-buffet dinner shall include the following: One serving of meat entree accompanied by an appropriate sauce or gravy, One serving of starch, One serving of vegetable, One serving of salad (mixed greens, tomatoes, cucumbers, croutons, and shredded cheese) with three dressing choices in individual packets, One serving of assorted grain items (bread / rolls), One serving of fresh fruit (apples, bananas, oranges, etc.), One serving of assorted desserts, appropriate condiments to accompany the meal (hot sauce, jelly, butter, etc.), coffee, 1% or 2% milk in individual cartons, and one other beverage (100% juice, tea, lemonade, No bottled water).

5.3.2 Dietary Restrictions: Per the above rollup at paragraph 1.2, the unit shall provide itemized list of dietary restrictions, if any are present. The contractor shall implement meal plan alternatives to accommodate the dietary restrictions. Alternate meals are for the individual Soldier with dietary restrictions and do not affect the overall meal plan. Meal / Item substitutions for dietary restrictions shall be well-balanced and comparable to the standard menu in caloric and overall nutritional value. Item substitutions or alternative menus for dietary restrictions shall be comparable to the standard menu in variety.

5.3.3 Proper meal preparation, transportation, food service, and food safety can be found in Army Regulation 30-22, The Army Food Program, and the Department of the Army Pamphlet 30-22, Operating Procedures for the Army Food Program, which proscribe the requirements for preparation, service and food safety that shall be followed. Notable procedures including the required use of gloves and hairnets during food preparation and service and the requirement of proteins to be cooked to well done are contained therein.

5.3.4 Ancillary Meal Requirements: All catered meals shall include an appropriate number of garbage bags, all paper products (plates, bowls, cups, napkins, etc.), and utensils (eating and serving) necessary for the meal.

5.3.5 Service may include delivery, set-up, serving, and clean-up and shall be identified above at paragraph 1.2.

5.3.6 Reduction / Increase in Number of Meals Required: The Government POC shall confirm a final headcount ten calendar days prior to the first service. Reductions in cost shall be automatically approved by the contractor, on a per-meal basis, at this time.

5.3.7 Contract Authority: Any change to meal requirements which increase the cost to the Government shall only be approved by a Contracting Officer.

5.4 Safety.

5.4.1 The contractor and its subcontractors shall comply with Public Law 91-596, Occupational Safety and Health Act (OSHA), and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). This Public Law, DoD, and OSHA guidance outline policy and regulation with respect to operating public kitchens.

5.4.2 Specific Guidelines for Delivery: All food items, including the acquiring, storing, and delivering, shall meet health / sanitation standards required by United States Department of Agriculture (USDA), the Food and Drug Administration (FDA), the Department of Health, and Army Regulations. A requirement / regulation / statute that is more stringent than another is superseding.

5.5 Delivery Transportation / Inspection / Acceptance:

5.5.1 Delivery Vehicles: Delivery vehicles used to deliver items under this contract shall be subject to inspection for sanitation. Delivery vehicles shall be clean and closed per Army Regulation 30-22. When transporting catered meals, vehicles shall be maintained in good sanitary condition to prevent contamination and be set at appropriate temperatures. Catered meals transported in vehicles that are not sanitary, or that are not equipped to maintain prescribed temperatures, may be rejected without further inspection. Meals shall not be transported from a location which prevents adherence to minimum temperature requirements.

5.5.2 Inspection: A Government representative will inspect all items upon delivery. A unit representative will immediately alert the vendor for deficiencies. Catered meals not meeting the minimum standards set forth above shall be replaced within a reasonable amount of time (two hours from start time of service). Replacement will be at no cost to the Government.

6.0 Applicable Publications: Publications applicable to this PWS are listed below:

Publication (Chapter/Page)	Website
Federal Acquisition Regulation	https://www.acquisition.gov/?q=browsefar
Defense Federal Acquisition Regulation Supplement	http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
http://www.apd.army.mil/ProductMaps/PubForm/AR.aspx	

Public Law 91-596	https://www.osha.gov/laws-regs/oshact/completeoshact
Occupational Safety and Health Act (OSHA) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E)	https://www.osha.gov/laws-regs/oshact/completeoshact https://safety.army.mil/ON-DUTY/Workplace/Policy
Army Regulation 30-22	https://armypubs.army.mil/ProductMaps/PubForm/Details.aspx?PUB_ID=1004219
Department of the Army PAM 30-22,	https://armypubs.army.mil/ProductMaps/PubForm/Details.aspx?PUB_ID=1005556
Army Recipe Card TM 10-412	chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://quartermaster.army.mil/jccoe/publications/recipes/index/full_index.pdf

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS)

This PRS includes performance objectives the Government will use to determine contractor performance and will compare contractor performance to the Acceptable Quality Level (AQL).

Performance Objective	Performance Standard	Acceptable Quality Levels (AQL)	Surveillance Method / By Whom
5.0 Contractor Requirements	The contractor shall catered meals according to the meal schedule at the time proscribed.	98%	Periodic Inspection
5.4 Meets Food Safety Requirements	Contractor follows requirements to label, package, ship, and serve meals	100%	Random monitoring

TECHNICAL EXHIBIT 2

Deliverables

PWS Reference / Deliverable Title	Frequency	Number of Copies	Medium /Format	Submit To
1.4.5.3 AT Level 1 Awareness Training Certificates	Provide within 30 calendar days after employee completes training.	1	Electronic Submission	Contracting Officer
1.4.5.4 iWATCH Training Certificates For ARNG contracts only. Remove if not applicable.	Provide within 30 calendar days after employee completes training.	1	Electronic Submission	Contracting Officer
1.4.9 Contract Manager	Provide within 3 days after award.	1	Electronic Submission	Government Training POC

*** END OF NARRATIVE ***

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		

252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

Instructions to Offerors

1. ADMINISTRATIVE

1.1 Catering Services are required to support Soldiers in the Ohio Army National Guard (OHARNG) Soldiers training within the State of Ohio.

1.2 This solicitation will result in one Firm-Fixed-Price contract.

1.3 This acquisition is issued on NAICS code 722320 and is solicited as a 100% Small Business set-aside under FAR 52.219-6.

1.4 The Offeror must be registered with the System for Award Management (SAM.gov). The Contractor must not appear on the Excluded Parties List System (EPLS) and must otherwise be eligible to receive an award of a contract.

1.5 Quotes shall be valid for 30 Days after solicitation closing date.

1.6 QUESTIONS. E-mail written questions to the Contracting Specialist, Brett Fruth, at brett.a.fruth.civ@army.mil no later than 12:00PM EST 9 JUL 26.

1.7 QUOTE SUBMISSION: Quotes shall be submitted via e-mail to the Contract.

Specialist, Brett Fruth, at brett.a.fruth.civ@army.mil no later than 4:00PM EST 10 JUL 26. It is the offeror's responsibility to contact the Contract Specialist to verify the quote was received. The Government is not responsible for any e-mail or attachments that are rejected by cyber security. The Government intends to notify the awardee no later than 12:00PM Monday, 13 JUL 26.

2. EVALUATION CRITERIA

2.1 Award will be made to in accordance with Federal Acquisition Regulation (FAR)

12.602 and FAR 13.106-1. The following factors will be used for evaluation: Factor 1 -

Past Experience, Factor 2 - Past Performance, and Factor 3 - Price. Past Experience and Past Performance are equal to Price. The Government reserves the right to accept other than the lowest priced offer and reject all other offers. The basis of award will be a conforming offer with a firm fixed price or which may or may not be the lowest.

2.1.1 **Factor 1 - Past Experience (experience is what (work) the offeror has done):** The Offeror must indicate that they have experience performing requirements of the Performance Work Statement. Additionally, offerors must indicate that they have experience providing meals at Camp James A Garfield, Ravenna, Ohio as the prime contractor. Only Offerors with acceptable past experience will be eligible for award. The Offeror must demonstrate experience providing the specific meal requirements for breakfast, lunch, and dinner services that are cyclical. No meal should be prepared more than one time over the course of the contract.

2.1.2 **Factor 2 - Past Performance (past performance is *how well* the offeror did it):** Evaluation of this factor will assess the risk of successful performance by the contractor. The Government will review the contractor's past performance to determine the likelihood that the contractor will successfully perform the instant requirement. Contracts submitted in the Past Performance section of the contractor's quote will not be considered if the Government determines them to be not recent, not relevant, or lacking any credible past performance information. If the contractor does not have a record of recent and relevant past performance information the contractor will be rated as "neutral," which is neither favorable nor unfavorable. The contractor may be evaluated on past contract performance information utilizing internal Government or private source information and the Government reserves the right to use any information received as part

of its evaluation. The Government may contact any of the references the contractor provides and reserves the right to use any information received as part of its evaluation. **Unsatisfactory actions in SAM, FAPIIS/CPARS or SPRS in the last three years may render your quote unacceptable.** The term "recent" means performance within the past three years, while "relevant" means performance effort that involved similar scope, magnitude of effort and complexities this solicitation requires. Not relevant would be a performance effort that involved little or none of the scope and magnitude of effort and complexities this solicitation requires. Scope means type of work, functions, skill mix or labor categories. Magnitude of Effort means dollar value and period of performance. Complexity means contract type for example Indefinite Delivery Contract, Firm-Fixed-Price, FAR-based, Other Government Transaction, UCC), Location (on-base, off-base, geographical), Terms and Conditions (e.g., private, Federal, DoD, Army, National Guard Bureau), etc.

2.1.3 **Factor 3 - Price**. Price will be evaluated based on competition of this solicitation and / or comparison to the Independent Government Estimate. The OHARNG reserves the right to award other than lowest price based on evaluation factors.

2.2 OHARNG intends to evaluate quotes and make an award without discussions. An

Offeror may clarify certain aspects of a quote or resolve minor or clerical errors.

OHARNG reserves the right to communicate with any Offeror so as to better understand a quote, validate interpretation and assumptions of the quote, or facilitate OHARNG's evaluation process. Such communications shall not be used to cure deficiencies, material omissions, materially alter technical or price elements, and/or otherwise revise the quote.

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

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

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

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

____

____

____

____

(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)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.219-31	Notice of Small Business Reserve.	2020-03		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		