SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER	PAGE 1 OF
	79

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W5168W26RA024	16 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	RICHARD VINCENT	520-713-4723	14 AUG 2026 12:00 PM

9. ISSUED BY CODE W5168W

W6QM MICC-FDO FT SAM HOUSTON
DIRECTOR MICC IRC, 2371 INFANTRY POST ROAD
FORT SAM HOUSTON, TX 78234-0000
UNITED STATES
RICHARD VINCENT, EMAIL: RICHARD.J.VINCENT8.CIV@ARMY.MIL
TELEPHONE: 520-713-4723

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): 722310

SIZE STANDARD: USD 47,000,000.00

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA
SEE CONTINUATION

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Solicitation/Contract Form Continuation

Instrument Name: Schofield Barracks Full Food Service

Product Service Code : M1FD

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Phase-In IAW PWS Dated 22 June 2026. PoP: 1 Nov 26 TO 30 Nov 26. Thirty (30) day Phase-In will be issued at the task order level. This contract has a five (5) year Ordering Period Product Service Code: M1FD North American Industry Classification System (NAICS): 722310 Pricing Arrangement: Firm Fixed Price	1	Months		
0002	PROGRAM MANAGER AND ADMINISTRATIVE FUNCTIONS Contractor shall furnish all labor, personnel, supplies, materials, supervision, and any other items necessary to provide Management & Administrative services for Full Food Services at SBHI IAW PWS Dated 22 Jun 26. POP 01-Dec-2026 TO 31-Oct-2031. This contract has a five (5) year Ordering Period. North American Industry Classification System (NAICS): 722310		Months		

0002AA	PROGRAM MANAGER AND ADMINISTRATIVE FUNCTIONS Contractor shall furnish all labor, personnel, supplies, materials, supervision, and any other items necessary to provide Management & Administrative services for Full Food Services at SBHI IAW PWS Dated 22 Jun 26. POP 01-Dec-2026 TO 31-Oct-2031. This contract has a five (5) year Ordering Period. Product Service Code: M1FD Pricing Arrangement: Firm Fixed Price	59	Months		
0003	DFAC BUILDING 6056 NCO Academy Contractor shall furnish all labor, personnel, supplies, materials, supervision, and any other items necessary to provide Full Food Services at SBHI dining facilities, IAW PWS dated 22Jun26. Services will be priced on Attachment G - Pricing Matrix. POP 01-Dec-2026 TO 30-Oct-2031. This contract has a five (5) year Ordering Period.				
0003AA	Position - Cook 1 IAW PWS dated 22Jun26 First Cook productive labor hours required for completion of all services delineated in the Performance Work Statement (PWS) for food service operations at Schofield Barracks. Only actual	35,951	Hours		

	hours worked will be billable up to the not-to-exceed amount. Product Service Code: M1FD North American Industry Classification System (NAICS): 722310 Pricing Arrangement: Firm Fixed Price				
0003AB	Position - Cook II (Shift Lead) IAW PWS dated 22Jun26 Second Cook productive labor hours required for completion of all services delineated in the Performance Work Statement (PWS) for food service operations at Schofield Barracks. Only actual hours worked will be billable up to the not-to-exceed amount. Product Service Code: M1FD North American Industry Classification System (NAICS): 722310 Pricing Arrangement: Firm Fixed Price	17,976	Hours		
0003AC	Position - Food Service Worker/ Salad Maker IAW PWS dated 22Jun26 Productive labor hours required for completion of all services delineated in the Performance Work Statement (PWS) for food service operations at Schofield Barracks. Only actual	26,963	Hours		

	hours worked will be billable up to the not-to-exceed amount. Product Service Code: M1FD North American Industry Classification System (NAICS): 722310 Pricing Arrangement: Firm Fixed Price				
0003AD	Position - Cashier/ Headcount IAW PWS dated 22Jun26 Productive labor hours required for completion of all services delineated in the Performance Work Statement (PWS) for food service operations at Schofield Barracks. Only actual hours worked will be billable up to the not-to-exceed amount. Product Service Code: M1FD North American Industry Classification System (NAICS): 722310 Pricing Arrangement: Firm Fixed Price	8,988	Hours		
0003AE	Position - Storekeeper/ Rations IAW PWS dated 22Jun26 Storekeeper/ Rations productive labor hours required for completion of all services delineated in the Performance Work Statement (PWS) for food service operations	8,988	Hours		

	at Schofield Barracks. Only actual hours worked will be billable up to the not-to-exceed amount. Product Service Code: M1FD North American Industry Classification System (NAICS): 722310 Pricing Arrangement: Firm Fixed Price				
0003AF	Position - AFMIS Clerk/ Admin IAW PWS dated 22Jun26 AFMIS Clerk/ Admin productive labor hours required for completion of all services delineated in the Performance Work Statement (PWS) for food service operations at Schofield Barracks. Only actual hours worked will be billable up to the not-to-exceed amount. Product Service Code: M1FD North American Industry Classification System (NAICS): 722310 Pricing Arrangement: Firm Fixed Price	8,988	Hours		
0003AG	Position - Food Sanitation Specialist Lead IAW PWS 22JUN26 Food Sanitation Specialist Lead productive labor hours required for completion of all services delineated in the Performance Work Statement (PWS) for food service	8,988	Hours		

	operations at Schofield Barracks. Only actual hours worked will be billable up to the not-to-exceed amount. Product Service Code: M1FD Pricing Arrangement: Firm Fixed Price				
0003AH	Food Sanitation Specialist IAW PWS 22JUN26 Productive labor hours required for completion of all services delineated in the Performance Work Statement (PWS) for food service operations at Schofield Barracks. Only actual hours worked will be billable up to the not-to-exceed amount. Product Service Code: M1FD Pricing Arrangement: Firm Fixed Price	26,963	Hours		
0003AJ	Dining Facility Manager/Dining Facility Assistant Manager IAW PWS 22JUN26 Productive labor hours required for completion of all services delineated in the Performance Work Statement (PWS) for food service operations at Schofield Barracks. Only actual hours worked will be billable up to the not-to-exceed amount. Product Service Code: M1FD Pricing Arrangement: Firm Fixed Price	59	Months		

0004	Other Direct Costs - Consumables Usage & Cleaning Supplies Reimbursed in accordance with the Addendum to 52.212-4(w)(1)(c)				
0004AA	Other Direct Costs - Consumables Usage & Cleaning Supplies Reimbursed in accordance with the Addendum to 52.212-4(w)(1)(c) Product Service Code: M1FD Pricing Arrangement: Firm Fixed Price	59	Months		

Continuation of Description

Requirements

This contract will support Army Sustainment Command (ASC) and its Logistic and Readiness Center (LRC) in order to meet Full Food Service and / or Dining Facility Attendant service needs at Schofield Barracks, HI NCO Academy. North American Industry Classification System (NAICS): 722310

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: 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. DoDAAC: W90KJU CountryCode: USA W6XP USALRCTR HAWAII 1904 HIGGINS RD EAST RANGE, BLDG 6039 SCHOFIELD BARRACKS, HI 96857-5000 UNITED STATES Nick Zehr
0002	Inspection and Acceptance Location Both Destination Instructions: 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. DoDAAC: W90KJU CountryCode: USA W6XP USALRCTR HAWAII 1904 HIGGINS RD EAST RANGE, BLDG 6039 SCHOFIELD BARRACKS, HI 96857-5000

	UNITED STATES Nick Zehr
0003AA	Inspection and Acceptance Location Both Destination Instructions: 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. DoDAAC: W90KJU CountryCode: USA W6XP USALRCTR HAWAII 1904 HIGGINS RD EAST RANGE, BLDG 6039 SCHOFIELD BARRACKS, HI 96857-5000 UNITED STATES Nick Zehr
0003AC	Inspection and Acceptance Location Both Destination Instructions: 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. DoDAAC: W90KJU CountryCode: USA W6XP USALRCTR HAWAII 1904 HIGGINS RD EAST RANGE, BLDG 6039 SCHOFIELD BARRACKS, HI 96857-5000

	UNITED STATES Nick Zehr
0003AD	Inspection and Acceptance Location Both Destination Instructions: 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. DoDAAC: W90KJU CountryCode: USA W6XP USALRCTR HAWAII 1904 HIGGINS RD EAST RANGE, BLDG 6039 SCHOFIELD BARRACKS, HI 96857-5000 UNITED STATES Nick Zehr
0003AE	Inspection and Acceptance Location Both Destination Instructions: 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. DoDAAC: W90KJU CountryCode: USA W6XP USALRCTR HAWAII 1904 HIGGINS RD EAST RANGE, BLDG 6039 SCHOFIELD BARRACKS, HI 96857-5000

	UNITED STATES Nick Zehr
0003AF	Inspection and Acceptance Location Both Destination Instructions: 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. DoDAAC: W90KJU CountryCode: USA W6XP USALRCTR HAWAII 1904 HIGGINS RD EAST RANGE, BLDG 6039 SCHOFIELD BARRACKS, HI 96857-5000 UNITED STATES Nick Zehr
0003AG	Inspection and Acceptance Location Both Destination Instructions: 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. DoDAAC: W90KJU CountryCode: USA W6XP USALRCTR HAWAII 1904 HIGGINS RD EAST RANGE, BLDG 6039 SCHOFIELD BARRACKS, HI 96857-5000

	UNITED STATES Nick Zehr

Continuation of Deliveries or Performance

0001	**Quantity** 1 Months **Address and POC** **Period of Performance** From 01 Nov 2026 To 30 Nov 2026
0002AA	**Quantity** 59 Months **Address and POC** **Period of Performance** From 01 Dec 2026 To 31 Oct 2031
0003AA	**Quantity** 35,951 Hours **Address and POC** **Period of Performance** From 01 Dec 2026 To 31 Oct 2031
0003AB	**Quantity** 17,976 Hours

	Address and POC **Period of Performance** From 01 Dec 2026 To 31 Oct 2031
0003AC	**Quantity** 26,963 Hours **Address and POC** **Period of Performance** From 01 Dec 2026 To 31 Oct 2031
0003AD	**Quantity** 8,988 Hours **Address and POC** **Period of Performance** From 01 Dec 2026 To 31 Oct 2031
0003AE	**Quantity** 8,988 Hours **Address and POC**

	Period of Performance From 01 Nov 2026 To 31 Oct 2027
0003AF	**Quantity** 8,988 Hours **Address and POC** **Period of Performance** From 01 Aug 2026 To 31 Oct 2031
0003AG	**Quantity** 8,988 Hours **Address and POC** **Period of Performance** From 01 Dec 2026 To 31 Oct 2031
0003AH	**Quantity** 26,963 Hours **Address and POC**

	Period of Performance From 01 Dec 2026 To 31 Oct 2027
0003AJ	**Quantity** 59 Months **Address and POC** **Period of Performance** From 01 Dec 2026 To 31 Oct 2031
0004AA	**Quantity** 59 Months **Address and POC** **Period of Performance** From 01 Dec 2027 To 31 Oct 2031

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		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04		

52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense	2024-05		

	Information and Cyber Incident Reporting.	
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
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
252.245-7005	Management and Reporting of Government Property.	2024-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.222-42	Statement of Equivalent Rates for Federal Hires. (Tailored)	2014-05		

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29

CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and

states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary	Wage-Fringe Benefits
Head Cook:	WL-6 STEP 2
Cook I:	WG-4
Cook II:	WG-3
Cook Helper:	WG-5 STEP 2

Data Entry Clerk:	GS-6 STEP 7
Headcount/Cashier:	WG-5 STEP 3
Food Sanitation Leader:	WL-6 STEP 2
Food Sanitation Specialist:	WG-4 STEP 3
Server:	WG-4 STEP 3
Admin Clerk:	GS-5
Ration Clerk:	WG-2

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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.

____

(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	____
Issue By DoDAAC	____
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(*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 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

In accordance with FAR 12.302(d), the following terms and conditions are incorporated into FAR Clause 52.212-4 to identify a change, deletion, or additional language to the solicitation and resultant contract for the necessary performance of this FFS/DFA requirement:

(a) Inspection/Acceptance (Delete and Replace with the Following): 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.

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.

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.

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.

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 (1) 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 (2) terminate the contract for default.

The objective of this contract is to provide a quality food program that supports the warfighter with flexible, efficient and cost-effective contract food service support. To ensure the Government receives quality services, and pays only for conforming services actually provided, the Government will perform surveillance on the contract and reserves the right to monitor the contract in any manner necessary, at any time necessary, and at all places necessary to ensure that the services rendered conform to contract requirements (PWS Paragraph 4.1). In addition to random and planned surveillance, US Army Public Health Command personnel may perform inspections at contracted dining facilities.

(b) Assignment. No Change.

(c) Changes. No Change.

(d) Disputes. No Change.

(e) Definitions (Include the Following Additional Language): "Services," as used in this clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

(f) Excusable Delays. No Change.

(g) Invoice (Include the Following Additional Language):

(1) The Contractor shall submit invoices not more than once every thirty (30) calendar days covering the amount claimed to be due for services rendered for each individual Task Order.

For the Program Manager and Admin Functions CLIN and the DFM/ADFM SubCLIN(s), the invoice shall reflect the approved monthly Firm-Fixed-Price (FFP) for each respective CLIN and SubCLIN. For the Building Operations CLINs and associated SubCLINs (excluding the DFM /ADFM SubCLIN), the Contractor shall invoice only for actual hours worked at the approved contract labor rates. These invoices must include labor hours expended during the billing period, broken down by labor category description, quantity (hours), unit of measure, and unit price. Concurrently with the submission of these Building Operations invoices, the Contractor shall submit Reportable A08 (Invoice Tracker) utilizing Government-provided Attachment I, and Reportable A09 (Monthly Certified Labor Hours Summary), a summary report generated from the Contractor's official payroll or timekeeping system reflecting the total hours worked during that billing month. In the event of a discrepancy between the invoiced hours and the supporting documentation, the Contracting Officer may, at their sole discretion, reject the entire invoice or authorize a partial payment for the undisputed hours and costs. Any disputed hours or costs will be held while the discrepancy is resolved in accordance with the contract's Disputes clause.

(2) The Contractor shall ensure that invoices for reimbursement under CLIN 0004 are itemized for each consumable or cleaning supply. Ensure that supporting documentation for each invoice is a legible copy of the vendor's invoice and provide acceptable proof that the material was used in support of contract operations (e.g., a receiving report signed by a government representative or an internal inventory control record). Attach copies of applicable Contracting Officer's written consent issued pursuant to FAR 52.244-2; if the expenses exceed $15,000.00; or other instances where consent is required. Invoices for reimbursement under CLIN 000X submitted under this contract must be submitted no later than 90 days after receipt/payment of a payable invoice from a subcontractor. Any invoice for reimbursement not submitted within this timeframe shall not be payable under the contract.

(h) Patent indemnity. No Change.

(i) Payment. No Change.

(j) Risk of loss. No Change.

(k) Taxes. No Change.

(l) Termination for the Government's Convenience: No Change

(m) Termination for Cause. No Change.

(n) Title. No Change.

(o) Warranty. No Change.

(p) Limitation of liability. No Change.

(q) Other Compliance. No Change.

(r) Compliance with laws unique to Government contracts. No Change.

(s) Order of precedence. No Change.

(t) System for Award Management. No Change.

(u) Unauthorized Obligations. No Change.

(v) Incorporation by reference. No Change.

Add the Following Paragraph:

(w) Ordering. Services under this contract shall be furnished by the issuance of task orders on a SF 1449. If a phase-in is required, a separate task order will be issued at contract award. The ordering period under which task orders (TOs) may be awarded under this contract will be sixty (60) consecutive months from the contract award date. This contract also includes FAR 52.217-8, Extension of Services, which provides for an additional six (6) months of ordering capability if exercised, for a total potential ordering period of sixty-six (66) months. Task orders may be issued at any time during the ordering period, including up to and on the final day of the ordering period. While task orders will typically be issued for a 12-month period of performance, the Contracting Officer may issue a task order for any period deemed necessary, up to a maximum of 12 months. In no event shall the performance period of any individual task order extend more than one year beyond the final day of the contract's ordering period

(1) Ordering Procedures.

(a) Task orders issued shall include, but not be limited to, the following information:

(i) Date of Order

(ii) Contract, order number and requisition number

(iii) Appropriation and accounting data

(iv) Description of the services to be performed

(v) Period of time in which the services are to be performed

(vi) For the PM CLIN, DFM/ADFM SubCLIN, the total FFP per month

(vii) For each labor category SubCLIN priced per hour, the estimated number of labor hours required, which shall serve as a ceiling for the order and will be established in accordance with the Government's estimated staffing.

(vii) For the ODC CLIN, the estimated amount of dollars expended for purchases of consumables and / or cleaning supplies for the duration of the Task Order.

(b)

(i) Task orders shall be issued under this contract by electronic commerce methods. The contractor shall acknowledge receipt of any task order within one working day after receipt thereof.

(ii) Oral orders may be placed hereunder only in emergency circumstances by the Contracting Officer or his/her representative. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on a SF 1449 within two working days

(iii) Payment for Labor-Hour Services: For each SubCLIN that includes an applicable labor category and estimated number of hours, the total order value for that SubCLIN is a ceiling. The Government may reduce the final order price based on actual hours worked; in such event, a reduction in the price shall be calculated by multiplying the number of reduced hours by the applicable labor rate. The Contractor shall invoice only actual hours worked at the appropriate SubCLIN rate.

(c) Other Direct Costs: The contractor is authorized to purchase consumables and/or cleaning supplies in support of DFAC operations. Attachment E, Sample Materials List, is provided as a representative, but not all-inclusive list of the consumables and/or cleaning supplies that will be required. The Government will reimburse the Contractor only for the actual price paid for such consumables and / or cleaning supplies. The amount on the ODC CLIN may be reduced based on actual costs incurred; in such event, a reduction in the contract price shall be calculated by subtracting the amount of ODC's validated and invoiced from the stated ceiling / NTE amount.

i. "Actual price" paid by the Contractor for such consumables and/or cleaning supplies includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the consumables and/or cleaning supplies provided. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such consumables and/or cleaning supplies. The parties expressly agree that the offered and accepted price under CLIN 0001, Program Management and Admin Functions, includes all

costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor's purchase or provision of such consumables and/or cleaning supplies.

ii. To be eligible to receive reimbursement for consumables and/or cleaning supplies obtained in support of this contract, the Contractor must obtain at least three quotes for each single purchase order or cumulative purchases for a single category of supply (e.g., all paper products) from one vendor within a 30-day period in excess of $15,000 to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. The documentation shall include, at a minimum, copies of written quotes, records of phone calls, or catalog price lists from all sources solicited. The Contractor shall provide this documentation to the Contracting Officer for approval in accordance with FAR 52.244-2 (Subcontracts), or as directed by the Contracting Officer, prior to obtaining these supplies. The Contractor shall maintain documentation of all reimbursable purchases until three years after the contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.

iii. The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. A determination of reasonableness will consider factors such as market research, current price lists, and prices paid for similar items by other Government or commercial entities. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable supplies was fair and reasonable.

iv. When the Contractor expects total funding expended for ODC's to reach 85 percent of the total funds available on each ODC CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall be in writing and state the estimated amount of additional funds required to continue performance for the period specified in the Schedule, the current burn rate, and the estimated date the funds will be exhausted. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each ODC CLIN at the time a reimbursable item is ordered.

v. The Government is not obligated to reimburse the Contractor for ODC's in excess of the funded amount stated in the Schedule under the Reimbursable CLIN.

vi. The Contractor is not obligated to continue performance of any ODC work under this Contract or otherwise incur costs for ODC's in excess of the funded amount stated in the Schedule under each ODC CLIN unless the Contracting Officer notifies

the contractor that the funded amount stated in the Schedule under the applicable ODC CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification shall be followed up in writing within two working days.

vii. No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.

viii. Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under the ODC CLIN unless they contain a statement expressly increasing the funded amount of the ODC CLIN by a sufficient amount to cover the change order.

(d) Modification of Task Orders.

(i) Task orders may be modified by the Contracting Officer. Modifications to task orders shall include the information set forth in paragraph (b) above, as applicable.

(ii) Task orders may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.

(iii) Any reduction in hours or ODCs will typically be reflected in a de-obligation modification at the completion of the task order performance period. However, the Contracting Officer reserves the right to issue a modification to de-obligate excess funds at any time during the performance period to support Government funds management.

(e) Ceiling / Not to Exceed Price: The ceiling / not-to-exceed (NTE) amount for each Labor-Hour SubCLIN and each Other Direct Cost (ODC) CLIN will be the price stated in the task order. These amounts may not be increased except when authorized by a formal modification to the task order. The Contractor is not authorized to incur costs or perform work in excess of these ceilings.

(f) Unilateral Orders. Task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform, and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(g) Close-out. The Army will perform close-out on individual task order as soon as possible after work is completed, the task order is reconciled, and the contractor has received payment. The Contractor shall close out all task orders within 60 days after completion of services.

(End of clause)

*** END OF NARRATIVE ***

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-23	Sustainable Products. (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		
52.245-1	Government Property.	2021-09		
52.245-9	Use and Charges.	2012-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.232-7008	Assignment of Claims (Overseas).	1997-06		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.245-7003	Contractor Property Management System Administration	2025-01		

FAR Clauses Incorporated by Full Text

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

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award to the last day of contract performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the

Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (Tailored) 1995-10

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of the total cost of the contract.

(2) Any order for a combination of items in excess of the total cost of the contract.

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22	Indefinite Quantity. (Deviation 2026-O0038) (Tailored)	2026-02

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days of the contract ending.

(End of clause)

52.217-8	Option to Extend Services. (Tailored)	1999-11

Option to Extend Services (Nov 1999)

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

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7007	Limitation of Government's Obligation. (Tailored)	2014-04		

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

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

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise

the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

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

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

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

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

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

On execution of contract	$ ___TBD_____
To be completed for individual task orders	$ ____TBD____
To be completed for individual task orders	$ ____TBD____
To be completed for individual task orders	$ _____TBD___

(End of clause)

252.237-7023 Continuation of Essential Contractor Services. (Tailored) 2010-10

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems,

including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment A, Performance Work Statement

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of Clause)

List of Contract Documents, Exhibits, or Attachments

SPECIAL CONTRACT REQUIREMENTS

Insurance / Base Access

1. Required Insurance.

a. The Contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance required in accordance with FAR 52.228-5 Insurance - Work on a Government Installation.

Type Amount

(1) Workman's Compensation $100,000.00

The required Workman's Compensation Insurance shall extend to cover employee's liability for accidental bodily injury or death and for occupational disease with a minimum liability as stated above.

(2) Comprehensive General Liability with minimum limits of: $500,000.00 per accident or occurrence for bodily injury. This insurance shall include contractor's protective liability and contractual liability.

(3) Comprehensive Automobile Liability with minimum limits of:

- Per Person: $200,000.00
- Per Accident for Bodily Injury: $500,000.00
- Per Accident for Property Damage: $20,000.00

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the

Contracting Officer.

c. The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

2. Contractor/Vendor Access to Schofield Barracks.

For Installation access to all contract employees, the Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by Government representative). Contractor will be required to coordinate with COR for additional information.

3. Incremental Funding.

The Government anticipates incremental funding for TO's issued under this contract. DFARS 252.232-7007, Limitation of Government's Obligation (APR 2014), will be included in the subject task orders.

4. Notice of Third-Party Access to Proprietary Information for Cost and Labor Tracking - Proposal Intelligence Contract Oversight (PICO) Tool

a. Notification of Third-Party Access: Army Sustainment Command (ASC) utilizes a third-party software tool and service provider (hereinafter referred to as the "Third-Party Administrator") to monitor, validate, and track cost data, timekeeping records, and labor hours

executed under this contract. The Contractor is hereby notified that the Third-Party Administrator will require access to the Contractor's financial, labor, and timekeeping records, which may constitute proprietary information, to perform these contract administration support functions on behalf of the Government.

b. Government Safeguards and FAR Compliance: In accordance with Federal Acquisition Regulation (FAR) 9.505-4, Obtaining access to proprietary information, the Government has executed Non-Disclosure Agreements (NDAs) and incorporated appropriate Organizational Conflict of Interest (OCI) clauses into its contract with the Third-Party Administrator. These measures mandate that the Third-Party Administrator protect the Contractor's proprietary data from unauthorized disclosure and prohibit the use of this data for any purpose other than providing the contracted tracking services to the Government.

c. Contractor Rights and Direct NDAs: The Contractor retains the right to protect its proprietary data. As contemplated by FAR 9.505-4(b), the Contractor has the right to require the Third-Party Administrator to enter into a direct, company-to-company Non-Disclosure Agreement before providing the required cost and timekeeping data to the tool. If the Contractor elects to require a direct NDA, it must promptly notify the Contracting Officer, who will provide the necessary contact information for the Third-Party Administrator. The Contractor agrees to negotiate any such NDA in good faith and without undue delay so as not to impede contract performance or cost tracking requirements.

ATTACHMENTS:

Attachment A: Performance Work Statement (PWS)

Attachment B: Workload Data Capabilities

Attachment C: AFMIS Headcount

Attachment D1: GFP Listing

Attachment D2: Real Property

Attachment D3: Durable Property

Attachment D4: Incidental Property

Attachment E: Sample Materials List

Attachment F1: Dining Facility Map

Attachment F2: Building Plans

Attachment F3: Pictures of Facilities

Attachment G: Pricing Matrix

Attachment H: Staffing Matrix

Attachment I: Invoice Tracker

Attachment J: PMR Briefing Template

Attachment K: Contractor Accident Reporting Format

Attachment L: Collective Bargaining Agreement (CBA) / Supplemental Union Agreement

Attachment M: Wage Determination XX-XXXX

Attachment N: Subcontracting Plan (To be incorporated at contract award)

Attachment O: Government's Estimated Staffing

Attachment P: Past Performance Reference Sheet

Attachment Q: Past Performance Consent Letter

Attachment R: Past Performance Questionnaire

*** 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

Addendum to FAR 52.212- 1 Instructions to Offeror - Commercial Products and Commercial Services (SEP 2023)

A. Proposal Submittal and Communications Regarding this Solicitation

1. Offerors shall submit their proposal via email or the Regular Procurement Integrated Enterprise Environment (PIEE) Solicitation Module. The link to access PIEE is https://piee.eb.mil/. Offerors will be required to have WAWF Vendor access in PIEE, therefore should ensure that access is granted prior to the closing date and time of the solicitation. Offeror's submissions through the PIEE Solicitation Module must be made no later than (NLT) the closing date and time specified on the SF 1449. You will need the following information:

Contracting Officer: Javelin Carouthers

Contract Specialist: Richard Vincent

Contracting Office Location Code: W5168W

Contract or Solicitation Number Type: Solicitation - DoD

Contract or Solicitation Number: W5168W-26-R-A024

The PIEE Solicitation Module will not accept attachment naming with any spaces or special characters. An example of an acceptable naming convention is: OfferorName_Vol_I_TAB_A_SF1449

All Technical Questions are due No Later Than (NLT) 27-JUL-26, 12:00 PM CST. Offerors will submit questions in writing to Contracting Officer and Contract Specialist through javelin.m. carouthers.civ@army.mil and richard.j.vincent8.civ@army.mil. The Government will answer questions received up until due date listed above and provide responses to interested parties via System for Award Management (SAM) website at https://sam.gov/. Questions received after this date may not be answered.

2. Site Visit. N/A

If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale.

B. General Instructions:

1. The proposal must demonstrate the Offeror's capability to meet all requirements in the Performance Work Statement (PWS), describe the Offeror's technical approach, and provide the plans, methods, and pricing necessary to meet the contract requirements.

2. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offerors, the contracting officer will review this determination, and if adequate price competition exists, no additional information will be requested. However, if at any time during this process the contracting officer determines that adequate price competition no longer exists, offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness of the proposed price.

3. Notice Regarding Small Business Set-Aside and Randolph-Sheppard Act (RSA) Participation: This procurement is being conducted as a Small Business Set-Aside in accordance with FAR Part 19. However, consistent with the foundational intent of the Randolph-Sheppard Act (20 U.S.C. (S) 107 et seq.) to provide blind persons with remunerative employment, the recognized State Licensing Agency (SLA) is expressly authorized to submit a proposal in response to this solicitation.

For the purposes of this source selection, the SLA is recognized as an eligible offeror and may compete directly alongside qualifying small business concerns, notwithstanding its status as a state entity.

4. The selection of a source for award purposes will be conducted utilizing FAR Part 12 (Acquisition of Commercial Items) in conjunction with FAR Part 15 (Contracting by Negotiation). Offers will be evaluated using the criteria under the Addendum to 52.212-2 Evaluation-Commercial Items. Award will be made to a single offeror whose timely offer is deemed responsible IAW FAR, whose proposal conforms to the solicitation requirements and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Priced Technically Acceptable (LPTA) offer.

5. By submission of its offer, the offeror agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements to include those identified specifically as evaluation factors and subfactors. Failure to conform to any solicitation requirement may render the offer unacceptable and therefore ineligible for award.

6. Period of Acceptance of Offers: In accordance with FAR 52.212-1(c), the period for acceptance of offers is 240 calendar days from the date specified in this solicitation for receipt of offers.

7. Instructions outlined in paragraph C below prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

8. Debriefings. Upon notification, unsuccessful offerors may request and receive a debriefing IAW FAR 15.506. As stated in DFARS 252.215-7016, Notification to Offerors--Post award Debriefings, for awards between $10 million and $100 million, a small business or non-traditional defense

contractor may request a redacted copy of the source selection decision document. For awards over $100 million, the Government will post the redacted document on www.sam.gov.

(1) As part of price evaluation, the Government will evaluate its option to extend services (FAR Clause 52.217-8) by adding six (6) months of the offeror's final ordering year price to the offeror's total price.

(2) The offeror is informed that Department of Labor Wage Determination is applicable to this requirement, see Solicitation Attachment M - CBA/ Supplement Union Agreement.

9. Notice of Use of Artificial Intelligence (AI) tools in Proposal Evaluation. The Government may employ AI as a tool to assist in the analysis and review of offeror proposals. AI tools may be used to support tasks such as summarizing proposal content, identifying compliance with request for solicitation requirements, and highlighting areas of potential strength, weakness, or risk. Maintaining Inherently Governmental Functions: Notwithstanding the use of AI tools to support the evaluation process, all final evaluation judgements, including the assignment or assessment of adjectival ratings, best value determinations, and source selection decisions, will be made exclusively by duly appointed Government personnel. The Government retains sole responsibility for all inherently governmental functions and will not delegate decision making authority to any AI tool.

Offeror Confidentiality and Data Protection: The AI tools utilized by the Government will be employed in a manner consistent with applicable regulations that govern the protection of proprietary and source selection sensitive information. The AI tool will be an output-only system. Any generated report data is not saved. No proposal data will be transmitted to or processed by external, non-Government systems without appropriate safeguards and authorizations in place.

Offerors shall submit proposals that are clear, concise, and readily readable. To ensure accurate analysis by automated evaluation tools and maintain the integrity of the source selection process, the following restrictions apply:

- Visible Text Only: All proposal content must be presented as visible text. The

inclusion of any concealed text is strictly prohibited

- Font and Size: Proposals must adhere to the following font and size requirements:

Text type shall be Times New Roman. Except for the reproduced sections of the RFP

document, the text size (font) shall be no less than 12-point with normal proportional

spacing. For tables, charts, graphs and figures, the text shall be no smaller than Times

New Roman 10-point. Text lines in all tables, charts, graphs, and figures shall have single

(1) line spacing.

- Compliance Verification: The Government may conduct technical verification to

ensure compliance with these requirements. Proposals found to contain concealed or

manipulated text will be considered non-compliant and may be rejected.

C. Proposal Preparation Instructions

1. The offeror's proposal shall consist of four (4) separate volumes: Volume I - Solicitation Documents, Volume II- Technical, Volume III - Past Performance, and Volume IV - Price.

2. Proposal Format

a. The proposals shall be organized into the four (4) volumes identified at Table 1. A cover sheet should be provided, clearly marked as to volume number, title, solicitation identification, and offeror's name. All text shall be single spaced and on white background with black color font (Black and white requirement does not apply to graphics or photos. Company stationery and logos are acceptable). Documents shall be easily readable (12-pitch type or 10-point proportion spacing). Cross references should be utilized to preclude unnecessary duplication of data between sections. Digital copies shall be provided in Microsoft Word, PDF, PowerPoint, and/or Excel as outlined in Table 1. The file name shall be "Company Name - Initial" for the first submission. The file name of later submissions (if necessary), shall be "Company Name - Revision X" with X indicating the number of the revision.

Page limitations are as follows in Table 1:

Table 1 - Proposal Submittal Instructions and Format

VOLUME	TITLE	NO. OF DIGITAL & ELECTRONIC COPIES	PAGE LIMIT
I	Solicitation Documents SF1449 Supplies or Services and Prices /Costs Representation, Certification, and Other Statements of Offerors	1 EA - MS Word or PDF	 N/A N/A N/A

	Exceptions / Assumptions Mission-Essential Contractor Services Plan Property Management Plan (PMP) Subcontracting Plan (SLA only)		N/A N/A N/A
II	Technical (Note: Staffing Matrix shall be provided in Excel)	1 EA - MS Word, PDF or Excel	100 Total
III	Past Performance		
IV	Price (Note: Pricing Matrix shall be provided in Excel)	1 EA - MS Word or Excel	N/A

b. Proposal Limitations. The proposal shall not exceed the limits stated at Table 1 (above). If the page limits are exceeded, the pages in excess of the limit shall be removed and unread. The Government will not accept any changes to the offeror's proposal after the closing date of the solicitation (see FAR Provision 52.212-1(f), for further information regarding late proposals). If discussions become necessary, page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

c. Page Limit includes all appendices, charts, graphs, diagrams, tables, photographs, or drawings.

d. Page Limit does not include covers for volumes, tables of contents, staffing matrix and section

dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. Pages will be counted if they contain any other information, i.e., diagrams or extraneous data. Pages marked "This page intentionally left blank" will not be counted.

e. What Counts as a page? A page shall be an 8 1/2" x 11" sheet of paper. Letter size and spacing requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. Margins shall be at least 1 inch on the top and bottom and 3/4 inch on the side. The offeror shall number each page in order to eliminate any confusion. In the event an offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

f. Indexing. Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

g. Glossary of Abbreviations and Acronyms. Each volume shall contain a glossary of all abbreviations and acronyms used with a definition for each.

3. Proposal Content:

a. Volume 1 - Solicitation Documents. Failure to follow the Contract Proposal preparation instructions may cause your proposal to be deemed unacceptable by the Government. Volume I shall be organized as follows and contain the identified information.

TAB A. SF 1449 (Solicitation, Offer and Award) - shall be submitted fully completed. The offeror is cautioned that the SF 1449 must contain an original signature in Block 30a of the form. The contractor shall acknowledge any amendments to the RFP IAW the instructions on the SF 1449 and with Instructions, Conditions, and Notices to Offerors of the Solicitation, FAR 52.212-1 Instructions to Offerors - Commercial Items. In accordance with the provision FAR 52.204-16, Commercial and Government Entity Code Reporting, The Offeror shall provide its Commercial and Government Entity (CAGE) code with its offer with its name and location address or otherwise

include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The offeror shall provide the name, title and telephone number of the company/division point of contract regarding decisions made with respect to the proposal and who can obligate the company contractually. Also, identify those individuals authorized to negotiate with the Government.

TAB B. Supplies or Services and Prices/Costs - The offeror shall ensure the Schedule of Supplies /Services of the Solicitation is fully completed and error free. It shall contain the offeror's prices for the established Contract Line Items Numbers (CLINS).

TAB C. Representation, Certification, and Other Statements of Offerors - The offeror must have filled out an online provision FAR 52.212-3 - Offeror Representations and Certifications--Commercial Products and Commercial Services, located at the System for Award Management website (https://www.sam.gov). If the offeror or teaming partner/subcontractor is a small business, it shall ensure certification as a small business under North American Industry Classification System (NAICS) 722310.

Per the DoD Class Deviation 2025-O0003, Restoring Merit Based Opportunity in Federal Contracts, FAR 52.212-3 is changed as follows:

Substitute the following paragraph (d) for that paragraph in the provision at FAR 52.212-3:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003)

* * * * *

d. [Reserved]

* * * * *

Per the DoD class Deviation 2025-O0004, Revocation of Executive Order on Sustainability, FAR

52.212-3 is changed as follows:

Substitute the following paragraph (t) for that paragraph in the provision at FAR 52.212-3: OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0004)

* * * * *

(t) [Reserved]

* * * * *

In addition to the online provision FAR 52.212-3 and its associated deviations, the provisions below also apply to this acquisition. Each offeror shall ensure those provisions requiring fill-in are completed in the System for Award Management or submitted with its offer:

- 52.201-1 Acquisition 360: Voluntary Survey (Sept 2023)
- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
- 52.204-7 System for Award Management (Nov 2024)
- 52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)
- 52.204-17 Ownership or Control of Offeror (Aug 2020)
- 52.204-29 Federal Acquisition Supply Chain Security Act Orders--Representation and Disclosures (Dec 2023)
- 52.209-7 Information Regarding Responsibility Matters (Oct 2018)
- 52.212-1 Instructions to Offerors--Commercial Products and Commercial Services (Sep 2023)
- 52.212-2 Evaluation--Commercial Products and Commercial Services (Nov 2021)
- 52.223-1 Biobased Product Certification (May 2024)
- 52.223-4 Recovered Material Certification (May 2008)

- 52.229-11 Tax on Certain Foreign Procurements--Notice and Representation

- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (Sep 2022)

- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)

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

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

- 252.204-7024 Notice on the Use of the Supplier Performance Risk System (Mar 2023)

- 252.215-7008 Only One Offer (Dec 2022)

- 252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (May 2024)

- 252.215-7016 Notification to Offerors--Post award Debriefings (Dec 2022)

- 252.225-7000 Buy American--Balance of Payments Program Certificate (Feb 2024)

- 252.225-7020 Trade Agreements Certificate (Nov 2014)

- 252.225-7031 Secondary Arab Boycott of Israel (Jun 2025)

- 252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate (Feb 2024)

- 252.225-7055 Representation Regarding Business Operations with the Maduro Regime (Jan 2023)

- 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation (Jun 2023)

- 252.237-7024, Notice of Continuation of Essential Contractor Services

-TAB D. Exceptions/Assumptions (if required) - Identification and explanation of any exceptions or assumptions. An exception is an objection to solicitation requirements. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, the offeror shall clearly identify the applicable solicitation document, page / paragraph, requirement / portion, and its rationale / impact. Offerors are cautioned that taking an exception may render the offer ineligible for award.

This information shall be provided in the format below in Table 2.

Table 2 - Solicitation Exceptions

Solicitation Document	**Page/Paragraph**	**Requirement/Portion**	**Rationale & Impact**
PWS Evaluation Factors for Award, etc.	Applicable Page and Paragraph Numbers.	Identify the requirement or portion to which exception is taken.	Describe the rationale and impact of the exception on the performance, schedule, cost, to include any benefit that accrues to the Government.

An assumption is an Offeror's fact or facts based on its interpretation of the solicitation requirements. If the offeror finds it necessary to list its assumptions in response to any of the requirements specified in this solicitation, the offeror shall clearly identify the applicable solicitation document, page / paragraph, requirement / portion, and a narrative why the facts(s) used to make an assumption was necessary to develop a proposal. This information shall be provided in the format below in Table 3.

Table 3 - Solicitation Assumptions

Solicitation Document	Page/Paragraph	Requirement/Portion	Narrative
PWS Evaluation Factors for Award, etc.	Applicable Page and Paragraph Numbers.	Identify the requirement or portion for which the assumption is made.	Describe why the fact (s) used to make an assumption was necessary to develop a proposal.

TAB E. Mission-Essential Contractor Services Plan - Offerors shall submit a Mission-Essential Contractor Services Plan IAW DFARS Provision 252.237-7024, Notice of Continuation of Essential Contractor Services. The Mission-Essential Contractor Services Plan will not be included in the source selection evaluation or be considered in the basis for award. However, Failure to submit and negotiate a Mission-Essential Contractor Services Plan acceptable to the Contacting Officer will make the offeror ineligible for award of a contract.

TAB F. Property Management Plan (PMP) - Offerors shall submit a PMP IAW FAR Clause 52.245-1, Government Property. The PMP is to provide an overview of "how" the contractor intends to manage Government Property in its possession in accordance with FAR 52.245-1 requirements. The PMP shall also include any customary commercial practices, voluntary consensus standards, or industry leading practices the contractor plans to use in managing Government Property. The PMP will not be included in the source selection evaluation or be considered in the basis for award. However, Failure to submit and negotiate a PMP acceptable to the Contacting Officer will make the offeror ineligible for award of a contract.

TAB G: Subcontracting Plan. This requirement is being set aside for small business. Therefore, only the SLA is required to submit subcontracting plans, and those plans must contain all the elements required in FAR Clause 52.219-9 Alt II and DFARS Clause 252.219-7003. The subcontracting plan shall be submitted with the proposal. Subcontracting plans shall contain separate percentage goals using Small Business (SB), Small Disadvantaged Business (SDB), HUBZone Small Business, Women-Owned Small Business (WOSB), Veteran Owned Small Business (VOSB), and Service-Disabled Veteran Owned Small Business (SDVOSB) concerns as subcontractors. Small business concerns are not required to submit a subcontracting plan. The subcontracting plan will not be included in the source selection evaluation or be considered in the basis for award. However, failure of the SLA to submit and negotiate a subcontracting plan acceptable to the Contacting Officer will make the offeror ineligible for award of a contract.

Note: The Army recognizes that under the Randolph Sheppard Act, subcontracting opportunities may not exist due to the nature of the act and applicable state laws and / or administrative rules. If the SLA believes that no subcontracting opportunities exist (e.g., a subcontracting relationship does not apply to a blind vendor that is appointed in

accordance with the R-SA and the applicable state rules / laws) please include the justification in your proposal and the Contracting Officer will seek to waive the subcontracting plan requirement in accordance with FAR 19.705-2(c).

b. Volume II - Technical Volume.

(1) The Technical Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims in the Offeror's proposal. The responses will be evaluated against the Technical Capability Factor and Subfactor defined in the Addendum to 52.212-2 Evaluation-Commercial Items. Offerors are cautioned that "parroting" of the Technical requirements or the PWS with a statement of intent to perform does not reflect and understanding of the requirement or the capability to perform. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications or technical data); and phrases such as "standard procedures will be employed" or "well known techniques will be used" etc., will be considered unacceptable. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Offerors shall assume that the Government has no prior knowledge of their technical capabilities and past experience and will base its evaluation on the information presented in the offeror's proposal. See Table 1 for page limits associated with the proposal.

(2) The Technical proposal will be evaluated against the Technical Capability Factor and Subfactor defined in the Addendum to 52.212-2 Evaluation-Commercial Items. The section shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the contract task requirements specified in the PWS.

(3) The volume shall be organized according to the following general outline.

Tab A - Table of Contents

Tab B - List of Tables and Drawings

Tab C - Cross Reference Matrix

Tab D - Factor 1 Technical Capability

(4) Additional information specific to Tab D of the Technical Volume follows:

TAB D. Technical Capability.

Subfactor 1 - Staffing Plan -

The Offeror's Staffing Plan will be evaluated to determine the extent to which it demonstrates a clear understanding of the PWS requirements and proposes a workforce that is adequate for successful, continuous contract performance. The Staffing Plan must be provided using the template at Attachment H, Staffing Matrix, and must address the following areas:

a. CLIN 0002 (Program Management and Admin Functions): The offeror shall describe its proposed staffing to perform the fixed-price management and administrative functions. The narrative must explain the roles and responsibilities of the proposed personnel (by labor category and FTE count) and provide a clear rationale demonstrating how this team is sufficient to manage all PWS tasks effectively.

b. CLINs 0003 - 000X (Building Operations): The offeror shall provide a staffing plan that, at a minimum, aligns to the "Government's Minimum Staffing" provided as Attachment O. The plan must detail the proposed staffing by labor category for each building listed in Attachment B, Workload Data.

c. Deviations from Minimum Staffing: For CLINs 0003 - 000X, offerors may propose a staffing approach that deviates from the Government's minimums (e.g., through cross-utilization, reach-back support, or use of part-time personnel). If the Offeror elects to deviate, it must provide a detailed narrative that includes:

1. A description of the specific deviation from the Government's minimums.

2. A rationale explaining how the proposed approach still fully meets or exceeds all PWS requirements.

3. An analysis of how the deviation creates efficiencies.

4. A risk assessment identifying any potential performance risks introduced by the deviation and the specific mitigation strategies the offeror will employ to neutralize them.

c. Volume III - Past Performance.

Offerors are requested to provide information on up to 5 previous Government contracts whose effort is recent and relevant to the effort required by this solicitation.

1. "Recent" is defined as a contract in-progress or completed within the last 3 years from the date of the solicitation. If the offeror has not had 5 Government contracts within the last 3 years from the date of the solicitation, information on recent and relevant subcontracts and/or commercial contracts may be submitted.

1. "Relevant" is defined as a contract that is of similar scope, magnitude, complexity to the requirements as set forth in this solicitation.

    1. **Scope**: Similarity of experience in the areas defined in the PWS.

    1. **Magnitude**: The measure of the similarity of the volume, dollar value and/or duration of the work actually performed under the offeror's submitted contracts to the PWS.

1. **Complexity**: The measure of the similarity of technical difficulty, managerial intricacy and /or required coordination of efforts and disciplines performed by the offeror in its submitted contracts to the PWS. For complexity, not only will the tasks performed by the offeror be considered, but also the offeror's ability to coordinate tasks (e.g., concurrent performance requirements).

Past performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform 25% of the proposed effort based on the total proposed price. The offeror shall submit, along with the information required in this paragraph, a consent letter executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, the offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the offeror's performance.

If applicable and provided there is a meaningful relationship, Offeror's may provide the experience or past performance of a parent / affiliate / predecessor company to an Offeror where the firm's proposal demonstrates that the resources of the parent / affiliate / predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent / affiliate / predecessor company (its workforce, management, facilities, or other resources) shall be provided or relied upon for contract performance such that the parent / affiliate / predecessor will have meaningful involvement in contract performance. In addition, the Offeror shall provide Meaningful Relationship Commitment letters that include the following:

- -Clear and legal identification of the meaningful relationship between the Offeror and the entity identified.

- -A statement of commitment as to the performance and utilization of the identified entity's resources under the resulting contract.

- -Each applicable proposal element shall be clearly and specifically identified.

- -Signatures of both the Offeror and meaningful relationship entity.

(3) Submission Requirements. The offeror shall submit a Past Performance Volume containing the following:

Table of Contents

Summary Page describing the role of the offeror and each subcontractor, teaming partner, and/or joint venture partner that the offeror is required to provide Past Performance specific relevant contract reference sheets for the past performance experience IAW Attachment P.

Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information so the offeror can respond to such information. A sample consent letter can be found at Attachment Q.

Client Authorization Letters for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror's performance.

Specific Relevant Contracts Format. Complete sheets IAW Attachment P and ensure that the submission is limited to 10 pages per reference. The offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or as a subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this solicitation. The submittal shall include rationale supporting assertion of relevance and how it is determined that the work previously performed is the same or similar in nature, size, and complexity to the work specified by this solicitation. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate.

Past Performance Questionnaire - See Attachment R - Past Performance Questionnaire. For each of the contracts the offeror describes in Attachment P, the offeror is requested to provide a Past Performance Questionnaire (Attachment R) to a reference at the organization that awarded the contract. It is requested that the reference, not the offeror, email the completed Past Performance Questionnaire (Attachment R) BEFORE THE DUE DATE FOR PROPOSALS directly to the Contracting Officer and Contract Specialist at the following email addresses: javelin.m.carouthers.civ@army.mil and richard.j.vincent8.civ@mail.mil. The offeror, NOT THE GOVERNMENT, is responsible for ensuring that the Government receives a sufficient number of questionnaires.

d. Volume IV - Price. The offeror shall provide a price for each CLIN included in the Schedule of Supplies/Services of the Solicitation. The offeror shall complete the pricing matrix, (Attachment G - Pricing Matrix) and shall provide a price for each CLIN/SubCLIN in the pricing matrix. Offerors are required to submit a unit price and extended amount. Offerors shall utilize the extended CLIN pricing from the pricing matrix to price the applicable CLIN in the Schedule of Supplies/Services of the Solicitation.

The offeror shall include in their pricing matrix a breakdown by each labor category subject to the SCA WD and/or CBA the basic hourly labor rates being paid.

(1) As part of price evaluation, the Government will evaluate its option to extend services (FAR Clause 52.217-8) by adding six (6) months of the offeror's final ordering year price to the offeror's total price.

(2) The offeror is informed that Department of Labor Wage Determination is applicable to this requirement, see Solicitation Attachment M - CBA/ Supplement Union Agreement.

(3) SLA Teaming and Licensing Fees: Proposals submitted by a State Licensing Agency (SLA) shall include a separate, informational breakout detailing the fee arrangements between the State, the Blind Vendor(s), and any teaming partners. This breakout must briefly explain the mechanism for collecting these fees. Disclaimer: While this specific breakout is not formally scored, the Government reserves the right to use this information to understand the Offeror's overall pricing structure and may seek clarification on these fee arrangements during discussions if they are deemed necessary.

Addendum to FAR 52.212-2 Evaluation-Commercial Items (Nov 2021)

A. Basis for Contract Award

1) This acquisition will be evaluated and awarded using the Lowest Priced Technically Acceptable (LPTA) source selection process. The process will be conducted in accordance with Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items, and FAR Part 15, Contracting by Negotiation, as supplemented.

2) The Government may choose to award a contract without conducting discussions. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. If discussions are determined unnecessary and award is made from initial proposals, an Offeror shall be ineligible for award if (i) its proposal fails to comply with the material requirements of the solicitation (to include all stated terms, conditions, representations, certifications, and all other information required by the Addendum to FAR 52.212-1; (ii) it proposes prices that are determined to be unreasonably high, unbalanced, incomplete, or inaccurate; or (iii) its proposal receives a rating of "Unacceptable" in any non-price factor.

3) In the event that discussions are held, a competitive range determination will be made prior to holding discussions. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition. Upon completion of discussions, the Government will request that any Offerors remaining in the competitive range submit a final revised proposal.

4) 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 withdrawal is received before award.

5) Evaluation of State Licensing Agency (SLA) Proposals and Priority Limitations: All proposals, including any proposal submitted by the authorized SLA, will be evaluated competitively and strictly on their merits in accordance with the evaluation factors outlined in this solicitation. Offerors are advised that the statutory priority traditionally afforded to the SLA under the Randolph-Sheppard Act will not be applied to this procurement. Pursuant to the limitation

issued by the Secretary of Education in December 2026 and issued in the Federal Registrar regarding Army dining facilities (DFACs), the SLA will not receive a preference, priority, or automatic award by virtue of falling within the competitive range. The SLA must compete on equal footing with all responding small business concerns."

a. Evaluation Criteria.

(1) Evaluation criteria consist of factors and subfactors.

Factor 1: Technical Capability Factor

Subfactor 1: Staffing Plan

Factor 2: Past Performance Factor

Factor 3: Price Factor

Evaluation of the offeror's proposal shall address each subfactor as it applies to the PWS. During evaluations of each proposal, the Government will assign each subfactor an adjectival rating and write a narrative evaluation reflecting the identified findings.

(2) **Factor 1** - Technical Capability. The Technical Capability Factor evaluation provides an assessment of the offeror's capability to satisfy the Government's minimum requirements. This factor has one sub-factor that will be used to determine the overall technical capability: Staffing Plan.

Subfactor 1 - Staffing Plan.

To be rated "Acceptable," the proposal must demonstrate the following:

For CLIN 0002 (Program Management): The Government will evaluate the offeror's proposed staffing (FTEs and labor categories) and supporting rationale. The proposal must provide a credible and logical approach demonstrating that the proposed staff is sufficient to successfully manage and administer all PWS tasks.

For CLINs 0003-000X (Building Operations): The offeror's Staffing Matrix (Attachment H) must meet one of the following two conditions:

(i) The proposed staffing levels must meet or exceed the minimums specified in Attachment O, "Government Minimum Staffing."

(ii) If the proposed staffing deviates from the minimums in Attachment O, the offeror must provide a narrative description that is evaluated as adequate. An adequate narrative must convincingly explain how the proposed deviation:

Fully meets all PWS performance requirements;

Creates tangible operational efficiencies; AND

Identifies and mitigates any potential performance risks.

(c) Unacceptable Rating: A proposal will be rated "Unacceptable" under this subfactor if it fails to meet any of the requirements above. Specifically, any deviation from the Government Minimum Staffing (Attachment O) without an accompanying narrative that is determined to be adequate by the Government will result in an "Unacceptable" rating, without exception.

Adjectival Ratings: Acceptability of the proposed service. Technical capability will be evaluated on an acceptable or unacceptable basis using the ratings below. Proposals are evaluated for acceptability but not ranked. Each Technical Capability Subfactor will receive one of the ratings defined below and then there will be an overall roll-up rating at the Factor level. An Unacceptable rating in any Sub-factor renders the Technical Rating unacceptable. In order to be considered awardable, there must be an acceptable rating in every non-price factor/subfactor.

Table 1 - Technical Acceptable/Unacceptable Rating Method

Adjectival Rating	**Description**
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

(3) **Factor 2** - Past Performance. The past performance evaluation will assess the offeror's probability of meeting the solicitation requirements. The Government will consider the recency and relevancy of past performance information compared to the requirements detailed in the PWS, the source of the information, the context of the data and general trends in the offeror's performance and any associated risk. To develop an overall rating, the Government's evaluation will consider relevant information submitted by each offeror as part of its proposal and the Government's assessment and evaluation of other sources of information. Other sources of information for past performance may include but are not limited to the Contract Performance Assessment Reporting System (CPARS) reports, the Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Report System (ESRS), other databases, questionnaires and interviews.

(a) The Government will evaluate the relevancy and recency of performance of work similar in scope, magnitude, and complexity of this acquisition. The past performance information provided in the proposal and obtained from other sources will be used to establish the degree of relevancy of past performance.

(b) The Government will evaluate the extent of the offeror's ability to perform the referenced contract successfully in the areas of:

1) Technical/Quality of Product or Service

2) Schedule/Timeliness

3) Management or Business Relations

4) Small Business Subcontracting (Only applies to the SLA)

5) Regulatory Compliance

(c) Assigned Ratings. The Past Performance Factor will be rated on an acceptable or unacceptable basis using the ratings defined below:

Table 2 - Past Performance Acceptable/Unacceptable Rating Method

Adjectival Rating	**Description**
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

The Government reserves the right to consider Past Performance Questionnaires received after the due date for receipt of proposals. The Government reserves the right to contact references for verification or additional information and the right to consider other relevant past performance

information. The Government may call customers, whether or not provided by the offeror, to inquire about the offeror's past performance. The Government does not assume the duty to search for data to cure the problems it finds with the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offeror.

In accordance with FAR 15.305(a) (2) (iv), an offeror without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance.

(4) **Factor 3** - Price. Price will not be scored or rated. Evaluation of price will be performed using one or more of the proposal analysis techniques in FAR 15.404-1(b). Unbalanced pricing may be evaluated IAW FAR 15.404- 1(g), as applicable, to assess potential performance risk which could result in unreasonably high prices. Through these techniques, the Government will determine whether prices are reasonable, complete, and balanced.

Total Evaluated Price (TEP) - The TEP for award purposes will be calculated as follows from the Schedule of Supplies/Services of the Solicitation:

- The total price of Phase-in CLIN;
- The total price of Project Management for all years;
- The total price of each of the Building Operations CLINs/Sub CLINs for all years
- The total price of the option to extend services as described in (4)(a) below; and

(a) Option to Extend Services. As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the Offeror's final option period price to the Offeror's total price. Therefore, the Offeror's total evaluated price will include the prices for the base period, first option period, second option period, third option period, fourth option period, plus one-half of the fourth option period price. "

(b) The Government will review the contractor's proposed basic labor rates by labor category to ensure they meet the minimum hourly wage rate delineated in the SCA WD and /or CBA.

b. Solicitation Documents: The following are required for award as a matter of solicitation compliance, but they are not included in the source selection evaluation or be considered in the basis for award.

1) SF 1449 (Solicitation, Offer and Award) - The Government will review each proposal to ensure offerors fully completed the SF1449, acknowledged all amendments and provided the cognizant point of contact information, to include identification of the individuals authorized to negotiate with the Government. Failure to meet these requirements will result in the proposal being deemed non-responsive and make the offeror ineligible for award of a contract.

2) Supplies or Services and Prices/Costs - The offeror shall ensure the Schedule of Supplies /Services of the Solicitation is fully completed and error free. It shall contain the offeror's prices for the established Contract Line Item Numbers (CLINS) / Sub CLINs.

3) Representation, Certification, and Other Statements of Offerors - The Government will review the representations and certifications of each offeror to ensure they are current and accurate. Failure of an offeror to ensure online representations and certifications are current and accurate, to include small business certification under NAICS 722310, will result in the proposal being deemed non-responsive and make the offeror ineligible for award of a contract.

4) Mission-Essential Contractor Services Plan - The Government will evaluate each proposal to ensure the offeror has submitted a Mission-Essential Contractor Services Plan that meets the requirements delineated in DFARS 252.237-7024, Notice of Continuation of Essential Contractor Services. Failure to submit an acceptable Mission- Essential Contractor Services Plan or negotiate an acceptable plan if the originally submitted plan is determined to be deficient, will make the offeror ineligible for award of a contract.

5) Property Management Plan (PMP) - The Government will evaluate each proposal to ensure the offeror has submitted a PMP that meets the requirements delineated in FAR 52.245-1. Failure to submit an acceptable PMP or negotiate an acceptable plan if the originally submitted plan is determined to be deficient, will make the offeror ineligible for award of a contract.

6) For the SLA, **unless waived based on a determination from the Contracting Officer that no subcontracting opportunities exist IAW FAR 19.705-2(d)**, the Government will evaluate the Small Business Subcontracting Plan in accordance with FAR Clause 52.219-9 Alt II and DFARS Clause 252.219-7003. Failure of the SLA to submit an acceptable subcontracting plan, or negotiate an acceptable plan, will make the offeror ineligible for award of a contract.

*** END OF NARRATIVE ***

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		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.237-7024	Notice of Continuation of Essential Contractor Services. (Tailored)	2010-10		

NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) *Definitions.*"Essential contractor service" and "mission-essential functions" have the meanings given in the clause at 252.237-7023 , Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment A, Performance Work Statement

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum--

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)