SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912L326RA001	16 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	BENJAMIN TAYLOR	307-772-5328	13 AUG 2026 10:00 AM

9. ISSUED BY CODE W912L3

W7N9 USPFO ACTIVITY WY ARNG
KO FOR WYARNG DO NOT DELETE, 5410 BISHOP BLVD
CHEYENNE, WY 82009-3338
UNITED STATES
BENJAMIN TAYLOR, EMAIL: BENJAMIN.C.TAYLOR10.MIL@ARMY.MIL
TELEPHONE: 307-772-5328

10. THIS ACQUISITION IS
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [X] SET ASIDE: 100 % FOR:

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
- [X] 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)
- [X] 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)*

- [X] 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 [X] 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

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Breakfast Meals. Provide all personnel, supervision, and any items and services necessary to provide BREAKFAST MEALS at CAMP GUERNSEY, WY IAW with the MENU ITEM listed in attached Performance Work Statement (PWS). For this IDIQ's period of performance (28 Sep 2026 - 27 Sep 2027), the total max order quantity for this CLIN is 20,000. Minimum of combination of 15 total meals per order and a maximum of 8,000 total meals per order. Product Service Code: S203 North American Industry Classification System (NAICS): 722310 Pricing Arrangement: Firm Fixed Price	20,000	Each		
0002	Lunch Meals. Provide all personnel, supervision, and any items and services necessary to provide LUNCH MEALS at CAMP GUERNSEY, WY IAW with the MENU ITEM listed in attached Performance Work Statement (PWS). For this IDIQ's period of performance (28 Sep 2026 - 27 Sep	20,000	Each		

	2027), the total max order quantity for this CLIN is 20,000. Minimum of combination of 15 total meals per order and a maximum of 8,000 total meals per order. Product Service Code: S203 North American Industry Classification System (NAICS): 722310 Pricing Arrangement: Firm Fixed Price				
0003	Dinner Meals. Provide all personnel, supervision, and any items and services necessary to provide DINNER MEALS at CAMP GUERNSEY, WY IAW with the MENU ITEM listed in attached Performance Work Statement (PWS). For this IDIQ's period of performance (28 Sep 2026 - 27 Sep 2027), the total max order quantity for this CLIN is 20,000. Minimum of combination of 15 total meals per order and a maximum of 8,000 total meals per order. Product Service Code: S203 North American Industry Classification System (NAICS): 722310 Pricing Arrangement: Firm Fixed Price	20,000	Each		
0004		1	Each		

	IDIQ Minimum Guarantee This IDIQ minimum guarantee is a one time only payment to guarantee a minimum amount for this contract. The contractor will invoice within 90 days of contract period of performance beginning the $2,000 minimum guarantee for this contract by invoicing against this CLIN. The minimum guarantee is only paid out at the beginning of the contract and will not be awarded during each subsequent option year if they should be exercised. Product Service Code: S203 Pricing Arrangement: Firm Fixed Price				

Continuation of Description

Requirements

IDIQ to provide Dining Facility Meals at Camp Guernsey WY.

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Authorized Accepting Official Acceptance Other Instructions: Acceptance after completion of PoP. DoDAAC: W589PG CountryCode: USA W8BU WYARNG ELEMENT, JF HQ 5410 BISHOP BLVD, CHEYENNE WY 82009-3320 CHEYENNE, WY 82009-3320 UNITED STATES MSG William Boname
0002	Authorized Accepting Official Acceptance Other Instructions: Acceptance after completion of PoP. DoDAAC: W589PG CountryCode: USA W8BU WYARNG ELEMENT, JF HQ 5410 BISHOP BLVD, CHEYENNE WY 82009-3320 CHEYENNE, WY 82009-3320 UNITED STATES MSG William Boname
0003	Authorized Accepting Official Acceptance Other Instructions: Acceptance after completion of PoP.

	DoDAAC: W589PG CountryCode: USA W8BU WYARNG ELEMENT, JF HQ 5410 BISHOP BLVD, CHEYENNE WY 82009-3320 CHEYENNE, WY 82009-3320 UNITED STATES MSG William Boname

Continuation of Deliveries or Performance

0001	**Quantity** 20,000 Each **Address and POC** **Period of Performance** From 28 Sep 2026 To 27 Sep 2027
0002	**Quantity** 20,000 Each **Address and POC** **Period of Performance** From 28 Sep 2026 To 27 Sep 2027
0003	**Quantity** 20,000 Each **Address and POC** **Period of Performance** From 28 Sep 2026 To 27 Sep 2027
0004	**Quantity** 1 Each

	Address and POC **Period of Performance** From 28 Sep 2026 To 28 Dec 2026

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (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		
52.222-50	Combating Trafficking in Persons. (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	2024-05		

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

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 Information and Cyber Incident Reporting.	2024-05		

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
252.232-7003	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

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 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		
52.223-5	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
252.204-7000	Disclosure of Information.	2016-10
252.204-7023	Reporting Requirements for Contracted Services.	2021-07
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.	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 28 September 2026 through 27 September 2031[insert dates].

(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. 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 15[insert dollar figure or quantity], 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 20,000[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of 20,000[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 30 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 NA 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)	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 ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the

end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 27 September 2031[insert date].

(End of clause)

52.217-8	Option to Extend Services.	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 within 60 days[insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.217-9	Option to Extend the Term of the Contract.	2000-03

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its

intent to extend at least 60 days days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months(months) (years).

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Attachments for 26RA001

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	B.08 Attac h 1 - Perf ormance Wo rk Stateme nt (26RA00 1)	Performance Work Statement		16 Jul 2026			Attachment	No
0002	B.08 Attac h 2 - Wage Determina tion (26RA 001)	Wage Determination		27 May 2026			Attachment	No
0003	B.08 Attac h 3 - Sche dule B (26 RA001) (1)	Schedule B		16 Jul 2026			Attachment	No
0004	B.08 Attac h 4 - RFP Instructio ns (26RA00 1)	RFP Instructions		16 Jul 2026			Attachment	No
0005	B.08 Attac h 5 - Past Performan ce Questio nnaire (26 RA001)	Past Performance Questionaire		01 Jun 2026			Attachment	No
0006	B.08 Attac h 6 - DFAC Floor Pla n (26RA001)	DFAC Floor Plan		01 Jun 2026			Attachment	No
0007	B.08 Attac h 7 - Orde ring Guide	Ordering Guide		01 Jun 2026			Attachment	No

	(26RA001)							

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		
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.	2022-12		

252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

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

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

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

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

(End of provision)

252.204-7017	Prohibition on the Acquisition of	2021-05

Covered Defense
Telecommunications Equipment
or Services-Representation.

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

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

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

(a) Evaluation factors. This is a competitive best value continuum in which competing offerors' past performance history will be evaluated on a basis equal to or more important than price considerations. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. All technically acceptable offers shall be treated equally except for their prices and performance records. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows:

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

Price Evaluation. Initially, offers shall be ranked according to price, including any option periods. An offeror's proposed prices will be determined by multiplying the identified quantities by the proposed unit price for each Contract Line Item Number. The price evaluation will be documented for the offers evaluated under the following subparagraph B, the reasonableness and affordability of the proposed total evaluated price.

Technical Acceptability. The Government technical evaluation team shall evaluate the five lowest priced technical proposals on a pass/fail basis, assigning ratings of Acceptable, Reasonably Susceptible of Being Made Acceptable, or Unacceptable. If no apparent awardee is determined after evaluating the first five lowest priced technical proposals, the government will evaluate the next five. The proposals shall be evaluated against the following subfactors:

1. Subfactor - Quality Control Plan (QCP): The offeror shall submit a QCP, not to exceed 5 pages, that effectively represents a quality control program and methodology. The offeror's quality control plan and methodology shall meet or exceed commercial standards routinely used

by local industry for same or similar projects. Any innovative procedures or methods shall be explained in detail.

2. Subfactor - Narrative and Materials (N&M). Submit a narrative, not to exceed 5 pages, which demonstrate a sound approach and methodology for accomplishing work requirements identified in the solicitation with the appropriate skills, equipment, and materials, in the appropriate quantities, and at the appropriate time to meet the Government's desired outcomes.

3. Subfactor - Key Personnel. Submit a list of key personnel, not to exceed 5 pages, which identifies all key personnel required to perform this work. Provide all relevant information concerning key personnel, technical and educational background, and relevant job experience to perform the work required by this solicitation. As a minimum, this list shall include resumes for the following personnel:

Dining Facility Manager. Oversees all food services. The DFM will direct all work and be responsible for performance, to meet the specific performance requirements and standards in the Performance Work Statement (PWS).

Qualifications:

1. Within the past eight years, two years' experience working in a large food service operation providing cafeteria style or multi entree operation providing complete meal service.

2 One year must have been served as a manager or an assistant manager.

3 Current sanitation certificate within the last four years.

4 Pass a background check.

5 Military food service experience in the pay grade of E-6 or above may be credited as management experience for this position.

6 Have the Annual Food Safety and Sanitation Training.

7 DFM shall not have been convicted of a felony.

8 DFM shall be a U.S. citizen or otherwise meet the requirements of AR 25-2, Information Assurance.

9 DFM shall be able to read, write, and speak English well enough and enunciate with sufficient clarity to effectively communicate with customers and other Government personnel.

10 A resume of the DFM is submitted to COR to verify qualifications have been met.

Resumes should include (1) Name, (2) Title, (3) Technical/Managerial Background, (4) Educational Background, (5) descriptions of positions held which are relevant to the position which will be held under this contract, (6) monetary level of negotiating authority, (7) English

language skills, and/or (8) professional licenses or certificates held. If the offeror is listing subcontractors in the key personnel, then they must submit projects for evaluation purposes for both Experience and Past Performance factors. The offeror must submit commitment letters from subcontractors.

Performance Confidence Assessment. Using questionnaires, the contracting officer shall seek relevant performance information on the lowest priced offerors based on (1) the past and present efforts provided by the offeror and (2) data independently obtained from other Government and commercial sources. The Government reserves the right to seek information on higher priced offerors if none of the lower priced offerors receive a Substantial Confidence performance confidence assessment.

Relevant performance includes performance of efforts involving that are similar or greater in scope, magnitude and complexity than the effort described in this solicitation. Each relevant contract shall have been performed during the past five (5) years from the date of issuance of this solicitation. A relevancy determination of the offeror's present and past performance, including joint ventures, subcontractors and/or teaming partners, will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. Higher relevancy will be assessed for contracts that are most similar to the effort, or portion of the effort, for which that contractor is being proposed. The Government is not bound by the offeror's opinion of relevancy. The following relevancy definitions apply:

Very Relevant: Past/present performance effort involved essentially the same magnitude of effort and complexities this solicitation requires.

Relevant: Past/present performance effort involved much of the magnitude of effort and complexities this solicitation requires.

Somewhat Relevant: Past/present performance effort involved some of the magnitude of effort and complexities this solicitation requires.

Not Relevant: Past/present performance effort did not involve any of the magnitude of effort and complexities this solicitation requires.

The purpose of the past performance evaluation is to allow the Government to assess the offeror's ability to perform the effort described in this RFP, based on the offeror's demonstrated present and past performance. The assessment process will result in an overall performance confidence assessment of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Unknown Confidence. Offerors with no relevant past or present performance history or the offeror's performance record is so limited that no confidence assessment rating can be reasonably assigned shall receive the rating "Unknown Confidence," meaning the rating is treated neither favorably nor unfavorably.

If the lowest priced evaluated technically acceptable offer is judged to have a Substantial Confidence performance confidence assessment, those offers represent the best value for the

Government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

If the lowest priced offeror is not judged to have a Substantial Confidence performance confidence assessment, the next lowest priced offeror will be evaluated and the process will continue (in order by price) until an offeror that was forwarded for technical evaluation is judged to have a Substantial Confidence performance assessment or until all offerors are evaluated. The Government may evaluate additional offerors' technical and past performance proposals if no offeror is judged to have Substantial Confidence. The Contracting Officer shall then make an integrated assessment best value award decision.

Offerors are cautioned to submit sufficient information and in the format specified. Offeror's may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

The Government intends to award the contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest.

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

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

(End of provision)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

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