

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011752460		PAGE 1 OF 30	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124D23Q0056	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ASHLEY N. WILLIAMS				b. TELEPHONE NUMBER (No Collect Calls)	
						8. OFFER DUE DATE/LOCAL TIME 12:00 AM 03 Mar 2023	
9. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720 TEL: FAX:		CODE W9124D		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 311991 SIZE STANDARD: 500			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO BUFFALO MEPS 2024 ENTRANCE AVENUE, BLDG 799 NIAGARA FALLS ARS NY 14304-5000 TEL: (716) 501-9012, EXT 206 FAX:		CODE W52BKS		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 30			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY <i>(Print)</i>			
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Buffalo MEPS Boxed Meals FFP In Accordance With (IAW) the Product and Delivery Specification included herein, the contractor shall deliver boxed meals (sub sandwiches) to applicants processing through the Buffalo Military Entrance Processing Station (MEPS) for the base period of June 1, 2023 through May 31, 2024. The Government guarantees to procure \$1500 of boxed meals. FOB: Destination PURCHASE REQUEST NUMBER: 0011752460 PSC CD: 8970	3,205	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	Buffalo MEPS Boxed Meals FFP IAW the Product and Delivery Specification the contractor shall deliver boxed meals (sub sandwiches) to applicants processing through the Buffalo MEPS for the first option period of June 1, 2024 through May 31, 2025. FOB: Destination PURCHASE REQUEST NUMBER: 0011752460 PSC CD: 8970	3,205	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	Buffalo MEPS Boxed Meals FFP IAW the Product and Delivery Specification the contractor shall deliver boxed meals (sub sandwiches) to applicants processing through the Buffalo MEPS for the second option period of June 1, 2025 through May 31, 2026. FOB: Destination PURCHASE REQUEST NUMBER: 0011752460 PSC CD: 8970	3,205	Each		
					ESTIMATED NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JUN-2023 TO 31-MAY-2024	N/A	BUFFALO MEPS 2024 ENTRANCE AVENUE, BLDG 799 NIAGARA FALLS ARS NY 14304-5000 (716) 501-9012, EXT 206 FOB: Destination	W52BKS
1001	POP 01-JUN-2024 TO 31-MAY-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W52BKS

2001	POP 01-JUN-2025 TO 31-MAY-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W52BKS
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CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-4	Economic Purchase Quantity-Supplies	AUG 1987
52.211-8	Time of Delivery	JUN 1997
52.211-16	Variation In Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Products and Commercial Services (DEC 2022) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.216-18	Ordering	AUG 2020
52.216-19	Order Limitations	OCT 1995
52.216-21	Requirements	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.216-23	Execution And Commencement Of Work	APR 1984
52.217-5	Evaluation Of Options	JUL 1990
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.246-16	Responsibility For Supplies	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 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
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7022	Expediting Contract Closeout	MAY 2021
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations	SEP 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	DEC 2022
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	MAY 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	DEC 2022
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	DEC 2022
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered 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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) 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 telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [☐] will, [☐] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [☐] does, [☐] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

FAR 52.212-1 ADDENDUM

INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
THIS REQUEST FOR QUOTE (RFQ) IS ISSUED AS A COMMERCIAL ACQUISITION USING A
COMBINATION OF FEDERAL ACQUISITION REGULATIONS (FAR) PARTS 12 AND 13.

FAR 52.212-1(c) is replaced with:

The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

1. Offerors shall submit any questions regarding this RFQ solicitation in writing to the contract specialist at Ashley.n.williams3.civ@army.mil. Questions shall be received by the contract specialist no later than 10:00 am Eastern Time (ET) on 15 February 2023 to allow time for a written response. No remarks or written responses to questions by government personnel shall change or qualify any of the terms or conditions of this RFQ. The RFQ may only be changed by a formal written amendment issued by Mission and Installation Contracting Command (MICC) Fort Knox, Kentucky.
2. Offerors shall ensure all required documents are included with the quote:
 - a) Standard Form 1449, duly executed by an official authorized to bind the offeror.
 - b) One legible copy of the state or local government health inspection report, if and as required for the proposed food service preparation facility. The health inspection shall be completed less than 12 months from the date proposal submissions are due. The facility must have received a score of “A” or “B”; 85 or above or “pass”, if pass/fail inspection system is used. The score must be clearly annotated on the report. Failure to provide an acceptable health inspection report will render the quote non-compliant.
 - c) One copy of any required subcontractor agreement, fully executed by both the prime contractor and the subcontractor (if any portion of the effort is to be subcontracted).
 - d) Past Performance: In lieu of FAR 52.212-1(b)(10), offeror’s are not required to submit information for past performance, this information will be retrieved from Federal Awardee Performance and Integrity Information System (FAPIS).
 - e) The unit prices in the price schedule (NOTE: failure to quote on all items may render the quote non-compliant and the quote may not be considered). Prices in the quote shall be completed using the Contract Line Item Number (CLIN) (bid) schedule in the RFQ. Offerors shall submit all unit prices to the whole penny; any fractions will be rounded to the next higher whole penny per unit for evaluation and award purposes.
3. Facsimile quotes and amendments will not be accepted. Quotes shall be emailed to the contract specialist at Ashley.n.williams3.civ@army.mil.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) 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 shall be used to evaluate offers:

1) Factor 1 Health Inspection Report: One legible copy of the state or local government health inspection report for the proposed food preparation facility, if and as required by state and local regulations. The health inspection shall be conducted less than 12 months from the quote submission due date. The facility must have received a score of "A" or "B"; 85 or above" or "pass", if pass/fail inspection system is used. The score must be clearly annotated on the report. Failure to provide an acceptable health inspection report will render the quote submission non-compliant.

2) Factor 2 One copy of any required subcontractor agreement, fully executed by both the prime contractor and the subcontractor (if any portion of the effort is to be subcontracted);

3) Factor 3 Past Performance: A satisfactory performance record will be determined as defined by FAR Part 9.104-3(b). The contracting officer's knowledge of previous experience with the supply or service being acquired; the Government-wide Federal Awardee Performance and Integrity Information System (FAPIS) website; the Contractor Performance Assessment Reporting System (CPARS) website; and any other reasonable basis will be considered in determining satisfactory past performance (FAR 13.106-2(b)(3)(ii)). In the event an offeror is found to be unacceptable in past performance pursuant to FAR 19.6 "Certificates of Competency and Determinations of Responsibility", the Contracting Officer may seek a Certificate of Competency prior to making an award decision.

4) Price: Price will not be rated.

FAR 52.212-2(b) is replaced with:

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

FAR 52.212-2(c) is replaced with:

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.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

N/A (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

N/A (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

N/A (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

N/A (5) [Reserved]

N/A (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

N/A (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

N/A (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

N/A (10) [Reserved]

N/A (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

N/A (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

N/A (13) [Reserved]

XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (MAR 2020) of 52.219-6.

- N/A (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- N/A (ii) Alternate I (MAR 2020) of 52.219-7.
- N/A (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- N/A (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- N/A (ii) Alternate I (NOV 2016) of 52.219-9.
- N/A (iii) Alternate II (NOV 2016) of 52.219-9.
- N/A (iv) Alternate III (JUN 2020) of 52.219-9.
- N/A (v) Alternate IV (SEP 2021) of 52.219-9.
- N/A (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- N/A (ii) Alternate I (MAR 2020) of 52.219-13.
- N/A (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- N/A (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- N/A (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- XX (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
- N/A (ii) Alternate I (MAR 2020) of 52.219-28.
- N/A (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- N/A (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- N/A (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- XX (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- XX (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- XX (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- N/A (ii) Alternate I (FEB 1999) of 52.222-26.
- N/A (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- N/A (ii) Alternate I (JUL 2014) of 52.222-35.

XX (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

N/A (ii) Alternate I (JUL 2014) of 52.222-36.

N/A (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

N/A (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

N/A (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

N/A (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

N/A (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

N/A (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

N/A (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

N/A (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

N/A (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (OCT 2015) of 52.223-13.

N/A (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (JUN 2014) of 52.223-14.

N/A (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

N/A (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (JUN 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

N/A (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

N/A (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

N/A (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

N/A (ii) Alternate I (JAN 2017) of 52.224-3.

N/A (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

N/A (ii) Alternate I (OCT 2022) of 52.225-1.

N/A (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

N/A (ii) Alternate I [Reserved].

N/A (iii) Alternate II (DEC 2022) of 52.225-3.

N/A (iv) Alternate III (JAN 2021) of 52.225-3.

N/A (v) Alternate IV (OCT 2022) of 52.225-3.

N/A (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

N/A (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

N/A (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

N/A (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

N/A (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

N/A (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

N/A (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

XX (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

N/A (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

XX (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

N/A (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

N/A (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

N/A (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

N/A (ii) Alternate I (APR 2003) of 52.247-64.

N/A (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

N/A (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

N/A (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

N/A (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

N/A (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

N/A (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

XX (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xiii) XX (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

N/A (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

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

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

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

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

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

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

Government's unit acquisition cost means--

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

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

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

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

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

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

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

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

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

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

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

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

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

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

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

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

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

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

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

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

Not Applicable

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

Not Applicable

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

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-O0019) (JAN 2022)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies.*

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency-level protests should be sent to the contracting officer for resolution.

A Protest to HQ AMC shall be filed either by regular mail, email or fax at:

Headquarters U.S. Army Materiel Command
Office of Command Counsel- Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or e-mail: usarmy.redstone.usamc.mbx.protests@army.mil

The AMC-Level Protest procedures are found at: <https://www.amc.army.mil/Connect/Legal-Resources/>

If internet access is not available, contact the contracting officer or HQ, AMC to obtain the HQ AMC-Level Protest Procedures.

PRODUCT AND DELIVERY SPECIFICATION DETAIL

Buffalo Military Entrance Processing Stations (MEPS)

PART 1

1.1. The contractor shall provide boxed meals, as specified herein, for the Armed Forces applicants processing at the Buffalo Military Entrance Processing Station (MEPS). The Buffalo MEPS is located at 204 ENT Avenue, Building 799, Niagara Falls, New York 14304. The Buffalo MEPS is located on a Department of Defense (DoD) Installation. The contractor shall be required to enter the main base via Lockport Road and undergo a 100% accountability check. The contractor shall allow five to ten minutes to complete this process.

1.1.2 See Product and Delivery Specifications 3.2 for minimum requirements for sources of food and food establishments. If performance of this contract is subcontracted, the contractor shall provide notification of the subcontractor (name and address of the subcontractor) at proposal submission and after contract award. After contract award, the contractor shall provide written notification of subcontractor changes within 10 days to the Contracting Officer/KO.

1.2. The contractor shall maintain a program of self-inspection, acceptable to the government, to ensure compliance with this contract. Records of inspections shall be maintained and made available to the KO or his/her designated representative when requested.

1.3. In accordance with AR 40-657, all food delivered and/or served on a military installation must be provided by a sanitarily approved source. To be considered a sanitarily approved source, the food preparation facility must pass a Veterinary Service Food Protection Audit.

1.3.1. All establishments and distributors furnishing subsistence items under this contract are subject to sanitation approval and surveillance as deemed appropriate by the military medical service or by other Federal agencies recognized by the military medical service. The government does not intend to accept any subsistence products, manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. The contractor shall inform the KO immediately upon notification that its facility is no longer sanitarily approved. The government may require the contractor to provide boxed meals from an alternate sanitarily approved facility until such time as the primary facility regains its approval status. The contractor shall inform the KO when the sanitary approval status is regained.

PART 2
DEFINITIONS

- 2.1. Acceptance. The act of an authorized representative of the government by which the government accepts delivery of products ordered.
- 2.2. Armed Forces Applicant. An individual voluntarily applying for entrance into the Armed Forces, Coast Guard or any other Government Agency.
- 2.3. Contracting Officer (KO). A person duly appointed with authority to enter into and administer contracts on behalf of the Government.
- 2.4. Legal Public Holidays [as established pursuant to 5 U.S.C. 6103(a)]:
- | | |
|------------------------------------|--------------------------|
| New Year's Day | 1 January |
| Martin Luther King, Jr.'s Birthday | 3rd Monday in January |
| Presidents Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth National Holiday | 19 June |
| Independence Day | 4 July |
| Labor Day | 1st Monday in September |
| Columbus Day | 2nd Monday in October |
| Veteran's Day | 11 November |
| Thanksgiving Day | 4th Thursday in November |
| Christmas Day | 25 December |
- If a holiday falls on a Saturday, the preceding Friday is the observed day. If a holiday falls on a Sunday, the next Monday is the observed day. The MEPS will normally be closed on holidays, but applicants will normally require meals and lodging on holidays to process at the MEPS on the following day. There are APPROXIMATELY FIVE training days per year. The contractor will be notified in advance of the specific dates, as no meals will be required on those dates.
- 2.5 Military Entrance Processing Station (MEPS). Military activity responsible for administering aptitude tests, medical examinations, and administrative processing of Armed Forces applicants.
- 2.6 Mission Day Meal – a second meal for applicants processing late into early evening or night at the MEPS on an Extended Hours Processing Day commonly referred to as mission day.
- 2.7 Quality Control. Actions taken by a contractor to control the production of goods or services so that they will meet the requirements of the contract.
- 2.8 United States Military Entrance Processing Command (USMEPCOM). Major command responsible for administering the operation of MEPS.

PART 3

FOOD SPECIFICATIONS

3.1 The contractor shall provide boxed meals every Monday through Friday, excluding legal holidays and training days scheduled by the MEPS, as well as a maximum of 28 Saturdays annually, for a total estimated 264 days per year. Extra meals (i.e. mission day meals) may also be required on as many as two of the processing days per month for applicants processing late into the afternoon or evening. The government will provide the contractor with the annual operations schedule prior to contract start and upon change. The government will notify the contractor in advance when services are not required on a scheduled Saturday.

3.1.1 Extended Hours Processing Days. On these days, commonly referred to as mission days, the MEPS require additional meals for applicants processing into the late evening hours at the MEPS location. MEPS will determine the number of meals required for applicants processing late and add them to the regular boxed meal order. See paragraph 3.7.

3.1.2 The number of meals provided during a previous 12-month period is provided for information only at Technical Exhibit 1.

3.2 Sources for Food and Food Establishment minimum requirements. The contractor's food establishment service facilities and operations, including food preparation area, shall comply with state and local health department rules on food service sanitation. Current and appropriate federal, state and local licenses and inspections shall be posted or on hand for inspection. Prohibition of private homes and living or sleeping quarters for food establishment operations: a private home, a room used as living or sleeping quarters, or an area directly opening into a room used as living or sleeping quarters may not be used for conducting FOOD ESTABLISHMENT operations. Military quarters or private residences will not be approved as sources of food for purchase. However, a food-processing establishment adjacent or attached to a private residence must be completely separated by a wall or floor for approval as an acceptable source. The food-processing establishment must not be an integral part of the residence.

3.3 The food shall be delivered in boxed meals. Each individual boxed meal shall consist of a sub-type sandwich, lettuce tomato, bag of chips, cookie, apple, straw, and napkin. See paragraphs 3.3.1 through 3.3.7 below for specifications on boxed meal content. Meals shall be delivered to the address specified in paragraph 1.1 above and shall arrive no later than 10:30 a.m. daily.

3.4 The contractor shall deliver boxed meals in a cooler or similar type container that will protect the contents and maintain a proper temperature to guard against spoilage. The contractor shall deliver meals to the MEPS Control Desk. The government will transfer meals from contractor-owned coolers/containers to a government owned refrigerator prior to the contractor's departure.

3.4.1 The contractor shall provide the following on a daily basis:

3.4.1.1 Bread (Submarine Buns).

White, submarine style - 6 inch in length, weighing 2.5 oz. minimum, fresh.

Whole Wheat, submarine style – 6 inch length, weighing 2.5 oz. minimum, fresh.

3.4.1.2 Meat, 4.0 oz. minimum

Ham, baked or boiled, sliced

Turkey, sliced

Roast Beef, sliced

3.4.1.3 Cheese, 2 slices (minimum total of 1 oz.) (Except on veggie subs)

Swiss

Provolone
American

3.4.2 Veggie submarine sandwiches shall be pre-prepared and shall consist of lettuce, onions, pickles, green peppers, tomatoes, and cucumbers, as a minimum, and shall contain at least 4 slices (minimum of 2 oz.) of cheese in lieu of any meat product.

3.4.3 Lettuce and Tomato shall be wrapped individually, separate from each other, separate from the sandwich, to include those boxed meals with veggie sandwiches.

3.4.4 Chips, plain, one bag, one ounce or larger.

3.4.5 Dessert, one large (5") or two medium (2.5") chocolate chip cookies, pre-packaged.

3.4.6 Fresh Apple, one medium – minimum 1/3 pound.

3.4.7 One straw and one paper napkin, 13 inches x 13 inches minimum.

3.4.8 Beverages. While all of the following types of beverages are required on a daily basis, the majority furnished daily shall be carbonated soft drinks. Beverages shall consist of the following:

3.4.9 A variety (i.e. cola type, root beer, lemon/lime) of carbonated soft drinks, both diet and regular, in cans or bottles, minimum of 12 oz. serving;

3.4.9.1 Cold water, bottled, 500 ml or 20 oz. serving;

3.4.9.2 Ice tea, can or bottle, minimum 12 oz. serving;

3.4.9.3 Whole milk, 1/2 pint container.

3.4.10 Condiments. The contractor shall include in each boxed meals two individual serving packages of the following: yellow mustard, brown mustard, mayonnaise, low fat mayonnaise, relish, salt, pepper, oil, and vinegar.

3.5 All food items, other than drinks specified in paragraph 3.4.8, shall be delivered to the MEPS prepackaged in a box, bag, or container large enough to hold all items without crushing.

3.6 Waxed paper, saran/plastic wrap, or glassine bags shall be used for wrapping non pre-packaged items.

3.7 The government estimates that an average of 12 served boxed meals shall be required daily with a maximum of 75. The MEPS will notify the contractor by 8:00 a.m. daily with the number of meals required for that day.

3.8 Mission Day Meal. Mission day meals shall follow the specifications outlined above. However, on mission day, the contractor may provide additional selections, such as hot sandwiches, from which the applicants may choose.

3.9 Additional Requirements:

3.9.1 Each boxed meal shall be packaged in serving containers sturdy enough to protect contents. Each container shall be clearly marked (i.e., ham, turkey, veggie, roast beef).

3.9.2 No items shall be provided or otherwise made available for sale or choice to non-applicants.

3.10 Meal Vouchers. The contractor shall perform administrative functions to account for meals provided to MEPS applicants. Necessary forms and instructions will be made available to the contractor by the government POC. By 8:00 a.m. daily, the MEPS will notify the contractor via facsimile or electronic copy the number of meals needed

that day for each service. The contractor will be provided copies of USMEPCOM Form 727-E, Copy 5 Diner (Lunch) Meal Authorization and Receipt Voucher. The contractor shall return all signed copies to the MEPS government POC after the delivery is made.

3.11 Invoices: On a monthly basis, the contractor shall submit a detailed invoice to the MEPS no later than the third work day of the month following the month in which meals were delivered. Monthly invoices shall be generated from the Form 727-E and noon meal worksheet which is provided to the contractor daily. The contractor's monthly invoice shall indicate the total number of boxed meals provided for each daily delivery.

3.12 Payment: The government will use the Government Purchase Card (GPC) to pay for supplies received under this contract in lieu of issuing orders on a Standard Form (SF) 1449. The contractor shall have the capability to accept the GPC at the time of contract award, and shall maintain such capability during the life of the contract. Failure to maintain credit card acceptance capability may constitute contractual default pursuant to FAR 52.212-4(m), titled "Termination for Cause". NOTE: For information purposes only; a maximum of 17 credit cards may be used each month to process payment against this contract.

3.13 The government POC will be added at contract award.

TECHNICAL EXHIBIT 1
HISTORICAL DATA SUMMARY
BUFFALO MEPS

MONTH	BOXED MEALS QUANTITY
December 2022	200
November 2022	234
October 2022	232
September 2022	381
August 2022	335
July 2022	384
June 2022	330
May 2022	252
April 2022	212
March 2022	247
February 2022	210
January 2022	188
Total	3,205

NOTE: The above historical data, reflecting the actual number of boxed meals provided during the period shown, is provided for information only. This does not guarantee future performance.