

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING DO-C1	PAGE 1	OF PAGES 177
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SPM3S1-12-R-7104	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 10/21/2011	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE CONTRACTING AND PRODUCTION DIVISION 700 ROBBINS AVENUE PHILADELPHIA, PA 19111		CODE SP0300	8. ADDRESS OFFER TO (If other than item 7) DLA TROOP SUPPORT BUSINESS OPPORTUNITIES OFFICE BUILDING 36 FLOOR 2			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in DLA TROOP SUPPORT, BLDG 36, BID OFFICE until 03:00 pm local time 11/21/2011
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME CHRISTIE COLAIANNI, PSPTRC3	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS CHRISTIE.COLAIANNI@DLA.MIL
	AREA CODE 215	NUMBER 737	EXT. 5291		

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - Far (48 CFR) 53.214 (c)

**SOLICITATION AND OFFER - FORM SF33
(CONTINUATION SHEET)**

SECTION A

A-1

NOTE: All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for federal holidays as set forth in 5 U.S.C. 6103. Offerors using a commercial carrier service must ensure that the carrier service “handcarries” the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 9 of the Form SF33.

E-mail transmissions are acceptable for any proposal revisions. Christie Colaianni (Christie.Colaianni@dla.mil) or Eileen Friel (Eileen.Friel@dla.mil) may receive the e-mailed proposal revisions. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, if applicable, will be designated in that request. Transmissions shall meet the requirement found at FAR 15.208(b)(1).

A-2

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (DEC 2010)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

This solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; contained elsewhere in the solicitation or contract, the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733)

SECTION B – SUPPLIES OR SERVICES AND PRICES

B-1 Supplies

(A) Line Description/NSN

0001 First Strike Ration (FSR), Assembly
 9 menus, 9 meals/case
 ACR-F-08 9 March 10 W/Change 04 22 April 2011
 F.O.B. Origin Type – 2
 NSN: 8940-01-584-8759

(B) Estimated Requirements

Base Year	Option Yr 1	Option Yr 2	Option Yr 3	Option Yr 4
223,300cs	223,300cs	223,300cs	223,300cs	223,300cs

(C) Delivery Schedule

<u>Line Item</u>	<u>RDD</u>
0001	NLT 90 days after award

(D) IQC Quantities

The IQC minimum and IQC maximum quantities are as follows:

	Base Year	Option Yr 1	Option Yr 2	Option Yr 3	Option Yr 4
Minimum Quantity:	100,000cs	100,000cs	100,000cs	100,000cs	100,000cs
Maximum Quantity:	290,300cs	290,300cs	290,300cs	290,300cs	290,300cs

<u>Set-Aside Status</u>	<u>NAICS</u>	<u>SB Employee #</u>
Unrestricted	311422	1,000

B-2 General Information

1. The effective period of the contract for the base year will be from effective date of award through 365 days. The contract contains four one-year option periods.
2. The quantity above in B-1 (B) represents the estimated quantity. The supplies in paragraph B-1 (D) above represent the minimum and maximum quantities to be purchased.

3. Offerors are requested to submit offers for the base term and the four one-year option periods. Offers on the option years are mandatory in accordance with FAR Clause 52.217-9, Option to Extend the Term of the Contract, contained herein. Offerors may submit their offered prices within this section of the solicitation or using their own similar format.
4. Surge and Sustainment quantities are required for this solicitation and listed in the Surge and Sustainment Spreadsheet in Section I-3. Offerors are required to provide the Capability Assessment Plan (formerly Surge Plan) providing the surge capability number the offeror will produce under a surge situation. To that end, offerors should refer to the surge and sustainment requirements in Sections I-3, L-5 and M-5.

B-3 Indefinite Quantity Contract:

This solicitation will result in an Indefinite-Quantity Contract (IQC), as provided in FAR Clause 52.216-22 Indefinite Quantity. In an IQC, the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the Government is obliged to order and which is all it is committed to order. The top of the range is the maximum (the IQC maximum quantity) which is the largest quantity the Government may order, and which the contractor agrees to provide if ordered. The Government may order any quantity within that range. Sometimes an estimated quantity is stated also; this may be the same as the minimum or the maximum, or it may be a quantity within the IQC range.

B-4 Options

Option:

This acquisition contains a base year and four one-year option periods. Acceptance of the option provision(s)/clause(s) contained herein is mandatory. The option is deemed exercised when mailed or otherwise furnished to the contractor.

Option Pricing:

Failure to indicate offer of the option by annotating the offeror's option price in the schedule at Section B may be deemed non-acceptance of the option and could result in rejection of the offeror's entire proposal. Offerors may offer option unit prices, which differ from the unit prices for the base ordering period.

B-5 Economic Price Adjustment

An Economic Price Adjustment (EPA) clause has been developed for the FSR and is currently going through the approval process. Once it has been approved by DLA HQ, the EPA clause will be included.

B-6 Product Demonstration Models (PDMs)

Product Demonstration Models are required for those items as stated in Sections L and M.

Production Standard Replenishment for Food Items:

Acceptable PDMs will be used as production standards. The approval of any PDM will not constitute waiver of the requirement that all delivered product must meet all their contractual requirements such as but not limited to; analytical requirements, physical requirements, microbiological requirements and/or performance requirements.

Every 12 months, or as needed, the Government Quality Assurance Representative, (GQAR) will replenish the Government's supply of PDMs at origin with 70 samples randomly selected from a lot accepted by the Government for all contractual requirements.

Every 12 months, the GQAR will randomly select 32 replenishment samples for Natick from a lot accepted by the Government for all contractual requirements. Contractors will be responsible for shipment to Natick.

B-7 Component Items

Each menu is comprised of both Contractor Furnished Material (CFM) and Government Furnished Material (GFM). The offeror must provide the CFM items and the Government will provide the GFM items that make up each menu.

The following items shall be supplied as Contractor Furnished Material (CFM):

CFM Item

1. Bagel, Plain
2. Baked Snack Cracker, Hot and Spicy Cheese
3. Beef Snack, BBQ
4. Beef Snack, Cranberry
5. Beef Snack, Teriyaki
6. Beverage Base, Type II, Lemon-Lime
7. Beverage Base, Type II, Grape
8. Beverage Base, Type II, Fruit Punch
9. Beverage Base, Type II, Lemonade
10. Beverage Base, Type II, Tropical Punch
11. Beverage Base, Type II, Orange
12. Caffeinated Chocolate Pudding
13. Candy, Caffeinated Mints
14. Chewing Gum, Xylitol, Peppermint
15. Chewing Gum, Xylitol, Cinnamon
16. Chicken, BBQ
17. Chicken, Garlic and Herb
18. Chicken Chunks
19. Chocolate Protein Shake
20. Coffee
21. Crackers, Plain
22. Dairy Shake, Strawberry Banana

23. Dairy Shake, Vanilla
24. Dessert Bar, Mocha
25. Dessert Bar, Chocolate Banana Nut
26. Dessert Bar, Peanut Butter
27. Energy Gel, Mixed Berry
28. Filled Apple Turnover
29. Filled Blueberry Turnover
30. Filled Cinnamon Bun
31. Filled French Toast
32. Filled Snack Cracker, Cheddar
33. Filled Snack Pretzel, Cheddar
34. Filled Wrap, BBQ Pork
35. Filled Wrap, Mexican Beef
36. FIRST STRIKE ® Bar, Apple-Cinnamon
37. FIRST STRIKE ® Bar, Chocolate
38. FIRST STRIKE ® Bar, Cran-Raspberry
39. FIRST STRIKE® Bar, Mocha
40. Fruit, Dried Cranberries
41. Fruit, Raisins
42. Fruit, Zapplesauce
43. Fruit, Zapplesauce Cinnamon
44. Gum, Caffeinated Peppermint
45. Gum, Caffeinated Cinnamon
46. Hand Cleaner Towelette
47. Hot Sauce
48. Matches
49. Nut Fruit Mix, Type II
50. Nut Fruit Mix, Type III
51. Nuts, Almonds
52. Peanut Butter, Smooth
53. Re-Closeable Plastic Bag
54. Salt
55. Sandwich, BBQ Chicken
56. Sandwich, Beef Nacho
57. Sandwich, Honey BBQ Beef
58. Sandwich, Breakfast Bacon Cheddar
59. Sandwich, Pepperoni
60. Sandwich, Italian Style
61. Salmon, Mango Chipotle
62. Snack, Corn Kernels
63. Snack, Pretzels, Style A
64. Snack, Pretzels, Style B
65. Snack, Pretzels, Style C
66. Snack, Pretzels, Style D
67. Snack, Pretzels, Style E
68. Spoon (Ability One Mandatory Item)

69. Spread, Cheddar Potato Bacon
70. Sugar
71. Toaster Pastry, Brown Sugar Cinnamon, Whole Wheat
72. Toilet Tissue (Ability One Mandatory Item)
73. Tuna, Albacore
74. Tuna, Lemon Pepper
75. Tuna, Sweet and Spicy
76. Turkey Snack, Smoked

The following items shall be supplied as Government Furnished Material (GFM):

77. BBQ Sauce
78. Beverage Base, Type III, Lemonade
79. Beverage Base, Type III, Raspberry
80. Cake, Lemon Poppy Pound
81. Cheese Spread, Jalapeno
82. Cheese Spread, Plain
83. Creamer, Non-Dairy
84. Mayonnaise
85. Tortillas
86. Wheat Snack Bread, Twin Pack

B-8 New Items

Continuous menu improvements in the Operational Rations program may result in new menu items over the life of this contract. The replacement of one product for another will be accomplished through a unilateral change order in accordance with clause 52.243-1, Changes Fixed Price. Requests for adjustment to the contract price upward or downward, if any, shall be submitted to the Administrative Contracting Officer. Also, see clause 52.243-7 Notification of Changes in section I.

SECTION C- TECHNICAL DATA FOR FIRST STRIKE RATION**C-1 SPECIFICATION/DESCRIPTION**

8970-01-584-8759 FIRST STRIKE RATION, 9 meals/menus per box, TPK-II, ACR-F-08

PRIME DOCUMENT:

ACR-F-08, FIRST STRIKE RATION (FSR), ASSEMBLY REQUIREMENTS

ACR-F-08 and all related product specifications for this acquisition can be found at the DLA Troop Support Subsistence FSR-08frozen website:

<http://www.troopsupport.dla.mil/subs/support/specs/frozen/frozen.asp>

C-2 CONTRACTOR FURNISHED MATERIAL (CFM)**SPECIFICATION/DESCRIPTION****ENTREES**

8905-01-582-6649 CHICKEN BREAST FILLET, GARLIC AND HERB, SHELF STABLE, min 4 oz flex pg, CID A-A-20361, Type I, package J, (for FSR); Packaging Requirements and Quality Assurance Provisions for CID A-A-20361.

8905-01-582-6663 CHICKEN BREAST FILLET, BARBECUE SAUCE, SHELF STABLE, min 4 oz flex pg, CID A-A-20361, Type II, package J, (for FSR); Packaging Requirements and Quality Assurance Provisions for CID A-A-20361.

8905-01-545-6636 CHICKEN CHUNKS, WHITE, SHELF STABLE, ckd, 7 oz flex pg, CID A-A-20352, Type VI, package J, (for FSR): Packaging Requirements and Quality Assurance Provisions for CID A-A-20352.

8920-01-545-1811 FRENCH TOAST, FILLED, SHELF-STABLE, 3.5 oz flex pg, MIL-DTL-32221, Type I, (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32221

8920-01-578-9089 CINNAMON BUN, SHELF STABLE, ckd, square/rectangular shape, min 3.5 oz flex pg, MIL-DTL-32221, Type II, (Operational Ration Component); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32221.

8920-01-579-7973 TURNOVER, SHELF STABLE, apple filled, ckd, semicircular shape, min 3.1 oz flex pg, MIL-DTL-32221, Type III, (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32221.

8920-01-582-6656 TURNOVER, SHELF STABLE, blueberry filled, ckd, semicircular shape, min 3.1 oz flex pg, MIL-DTL-32221, Type IV, (for FSR); Packaging Requirements and Quality Assurance

Provisions for MIL-DTL-32221.

8940-01-586-7161 WRAP, FILLED, SHELF STABLE, barbecued seasoned pork, 4.4 oz flex pg, MIL-DTL-32347, Type I, (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32347.

8940-01-586-7165 WRAP, FILLED, SHELF STABLE, Mexican style beef, 4.4 oz flex pg, MIL-DTL-32347, Type II, (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32347.

8905-01-586-8036 SALMON, MANGO CHIPOTLE, SHELF STABLE, pink, water pack, 4.0 oz flex pg, CID A-A-20158, Species IV, Type B, Style c, Packing medium 3, Flavor 2, Sodium level (a), (for FSR); Packaging Requirements and Quality Assurance Provisions for CID A-A-20158.

8940-01-545-1810 SANDWICH, BREAKFAST, SHELF STABLE, bacon cheddar pocket, 3.1 oz flex pg, MIL-DTL-32223, (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32223.

8940-01-545-1795 SANDWICH, SHELF STABLE, nacho flavored beef pocket, 2.5 oz flex pg, MIL-DTL-32141, Type I, (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32141.

8940-01-545-1796 SANDWICH, SHELF STABLE, pepperoni pocket, 2.5 oz flex pg, MIL-DTL-32141, Type II, (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32141.

8940-01-545-1806 SANDWICH, SHELF STABLE, honey barbecue chicken pocket, 3.5 oz flex pg, MIL-DTL-32141, Type III, (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32141.

8940-01-545-1808 SANDWICH, SHELF STABLE, honey barbecue beef pocket, 3.5 oz flex pg, MIL-DTL-32141, Type IV, (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32141.

8940-01-545-1809 SANDWICH, SHELF STABLE, Italian pocket, 3.5 oz flex pg, MIL-DTL-32141, Type V (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32141.

8905-01-579-8004 TUNA, SHELF STABLE, lemon-pepper, min 3 oz flex pg, CID A-A-20155, Type B, Form I, Color a, Packing media 1, Flavor 1, Sodium level (a), (Operational Ration Component); Packaging Requirements and Quality Assurance Provisions for CID A-A-20155.

8905-01-582-6628 TUNA, SHELF-STABLE, sweet & spicy, min 4.5 oz flex pg, CID A-A-20155, Type B, Form I, Color a, Packing media 1, Flavor 3, Sodium level (a), (for FSR); Packaging Requirements and Quality Assurance Provisions for CID A-A-20155.

8905-01-527-8365 TUNA SHELF-STABLE, solid, form II white (Albacore), packed in water, min 3, oz pouch pg, CID A-A-20155, Type B, Color b, Packing media 1, Unflavored, Salt/sodium Level (a); Packaging Requirements and Quality Assurance Provisions for CID A-A-20155.

Starches & Soups

8920-01-545-1813 BAGEL, SHELF-STABLE, plain, min 2.8 oz, flex pg, MIL-DTL-32219, Type 1, (for FSR); Packaging Requirements and Quality Assurance Provisions for MIL-DTL-32219.

8920-00-149-0795 CRACKERS, fortified, plain, Type I, min 1.33 oz , PCR-C-037, In. (10.160 cm) square, partially scored but not separated, 2/bag, flex and vac pg

8950-01-585-5534 CHEESE SPREAD/SOUP MIX, SHELF STABLE, Cheddar Potato, w/artificial bacon bits, min 1.5 oz flex pg, PCS-S-023, Type II, pkg. J & L (for FSR & MORE)

Fruits

8915-01-552-3926 APPLESAUCE (Zapplesauce), SHELF STABLE, carbohydrate enhanced, sweetened, regular style, U.S. Grade A for all factors except for color, which shall be U.S. Grade B or better, 4.5 oz flexibly packaged (with spout), PCR-F-002, Type VII, package J

8915-01-583-3201 APPLESAUCE, SWT, carbohydrate enhanced, w/maltodextrin, cinnamon, 4.5 oz flex pg w/spout, PCR-F-002, Type IX, package J

8915-01-514-9298 CRANBERRIES, OSMOTICALLY DRIED, sliced, 56 gram flex, pg, Type VII, Fortification A, CID A-A-20299; Packaging Requirements and Quality Assurance Provisions for CID A-A-20299.

8915-01-525-3543 RAISINS, OSMOTICALLY DRIED, 43 grams, flex, pg., Type IX, CID A-A-20299, Fortification A; Packaging Requirements and Quality Assurance Provisions for CID A-A-20299.

Beverages

8960-01-545-9635 BEV BASE, Orange, pdr, swt, 47 gms, CID A-A-20098, Type II, Flavor 1, Fortification e, Design B (for FSR); Packaging Requirements and Quality Assurance Provisions for CID A-A-20098.

8960-01-545-9639 BEV BASE, Lemon-Lime, pdr, swt, 47 gms, CID A-A-20098, Type II, Flavor 4, Fortification e, Design B (for FSR); Packaging Requirements and Quality Assurance Provisions for CID A-A-20098.

8960-01-545-9643 BEV BASE, Grape, pdr, swt, 47 gms, CID A-A-20098, Type II, flavor 5, Fortification e, Design B (for FSR); Packaging Requirements and Quality Assurance Provisions for CID A-A-20098.

8960-01-545-9646 BEV BASE, Tropical Punch, pdr, swt, 47 gms, A-A-20098, Type II, flavor 10, Fortification e (for FSR); Packaging Requirements and Quality Assurance Provisions for CID A-A-20098.

8960-01-583-3835 BEV BASE, Fruit Punch, pdr, swt, fort w/ascorbic acid & maltodextrin, 47 gm flex pg, CID A-A-20098, Type II, Flavor 7, Fortification e, Design B (for FSR); Packaging Requirements and Quality Assurance Provisions for CID A-A-20098.

8960-01-583-3838 BEV BASE, Lemonade, pdr, swt, fort w/ascorbic acid & maltodextrin, 47 gm flex pg, CID A-A-20098, Type II, Flavor 8, Fortification e, Design B (for FSR); Packaging Requirements and Quality Assurance Provisions for CID A-A-20098.

8960-01-582-6624 DRINK MIX, PROTEIN, SWT, SHELF STABLE, chocolate, min 2.5 oz flex pg, PCR-C-082 (For FSR)

8910-01-487-1640 DAIRYSHAKE PDR, Vanilla, fortified w/calcium and vitamin D, 70 gm flex pg, PCR-D-002, flavor 1, Design B. (Operational Ration Component).

8910-01-556-0071 DAIRYSHAKE PDR, Strawberry-Banana, fortified w/calcium and vitamin D, 70 gm flex pg, PCR-D-002, flavor 4 Design B. (Operational Ration Component).

Desserts and Snacks

8940-01-545-1761 BEEF SNACKS, STRIPS, CURED, SHELF STABLE, teriyaki, 0.9 oz, flex pg, CID A-A-20298 (Variety A, Type II, Style a, Class 1, Flavor b), Packaging Requirements and Quality Assurance Provisions for CID-A-A-20298 (Type II, Style A, Flavor 2, Package J)

8940-01-545-1765 BEEF SNACKS, STRIPS, CURED, SHELF STABLE, barbeque, 0.9 oz, flex pg, CID A-A-20298 (Variety A, Type II, Style a, Class 1, Flavor (c); Packaging Requirements and Quality Assurance Provisions for CID-A-A-20298.

8940-01-585-2037 BEEF SNACK, NUGGETS, CURED, SHELF STABLE, Cranberry moist cured/lactate, natural, 43 gm flex pg, CID A-A-20298, Variety A, Type III, Style b, Class 4, Flavor (g) (for FSR); Packaging Requirements and Quality Assurance Provisions for CID-A-A-20298.

8940-01-578-8901 TURKEY SNACKS, NUGGETS, CURED, SHELF STABLE, smoked, min 43 gm flex pg, CID A-A-20298, Variety B, Type III, Style b, Class 4, Flavor (a); Packaging Requirements and Quality Assurance Provisions for CID A-A-20298.

8940-01-583-3833 PUDDING, CAFFEINATED, SHELF STABLE, choc, min 4.5 oz flex pg, Style 2 or 3 Spout Pouch , PCR-C-081 (Op. Rat Component)

- 8925-01-578-5253 CANDY, CAFFEINATED MINTS, Round Tablets, Sugar Free, Peppermint, min 11 gm pg., Type XII, Style B, Flavor I, CID A-A-20177; Packaging Requirements and Quality Assurance Provisions for CID A-A-20177.
- 8940-01-545-1786 DESSERT BAR, SHELF-STABLE, mocha, min 1.4 oz flex pg, PCR-D-004, Flavor I, Package J (for FSR)
- 8940-01-545-1787 DESSERT BAR, SHELF STABLE, peanut butter, min 1.4 oz flex pg, PCR-D-004, Flavor II, Package J (for FSR).
- 8940-01-545-1789 DESSERT BAR, SHELF STABLE, chocolate-banana-nut, min 1.4 oz flex pg, PCR-D-004, Flavor III, Package J (for FSR).
- 8940-01-585-2043 ENERGY GEL, MIXED BERRY, SHELF STABLE, min 1.1 oz flex pg, PCR-E-018, Flavor I (for FSR & MORE)
- 8940-01-545-1772 FIRST STRIKE™ BAR, SHELF-STABLE, Chocolate, provides min 24% carbs, 1.2 oz commercial foil wrapped pg, PCR-F-001, Style B, Flavor I, Package J (for FSR).
- 8940-01-545-1774 FIRST STRIKE™ BAR, SHELF STABLE, apple-cinnamon, provides min 24% carbs, 1.2 oz commercial foil wrapped pg, PCR-F-001, Style B, Flavor II, Package J (for FSR).
- 8940-01-545-1776 FIRST STRIKE™ BAR, SHELF STABLE, cranberry-raspberry, provides min 24% carbs, 1.2 oz commercial foil wrapped pg, PCR-F-001, Style B, Flavor III, Package J (for FSR).
- 8940-01-545-1783 FIRST STRIKE™ BAR, SHELF STABLE, mocha, provides min 24% carbs, 1.2 oz commercial foil wrapped pg, PCR-F-001, Style B, Flavor V, Package J (for FSR).
- 8940-01-523-0786 NUT-RAISIN MIX, W/PAN-COATED CHOC DISKS, min 66 gm flex pg, peanuts, walnuts, almonds, filberts, and choc disks, PCR-N-003, type II, Operational Ration Component.
- 8940-01-545-4865 NUT AND FRUIT MIX, min 56 gm flex pg, raw sunflower kernels and infused fruits (blueberries, cranberries and cherries), PCR-N-003, Type III (for FSR & UGR-E)
- 8925-01-525-3957 NUT, PEANUTS, DRY, roasted, almond, smoke flavored (unblanched), 19 gms flexibly packaged, Type IX, Style C, CID A-A-20164; Packaging Requirements and Quality Assurance Provisions for CID A-A-20164.
- 8930-00-149-1054 PEANUT BUTTER, smooth, stabilized, fortified, plain, 1.5 oz flexibly packaged, Style I Class A, Texture 1, Type a, Fortification b, CID A-A-20328; Packaging Requirements and Quality Assurance Provisions for CID A-A-20328.
- 8940-01-426-2494 SNACK FOOD, Pretzels, Bavarian, 1 oz (28.35 gm), flexibly packaged, Type II, Style A, CID A-A-20195; Packaging Requirements and Quality Assurance Provisions for CID A-A-20195.

8940-01-426-2496 SNACK FOOD, Pretzels, Rods, 1 oz (28.35 gm), flexibly packaged, Type II, Style B, CID A-A-20195; Packaging Requirements and Quality Assurance Provisions for CID A-A-20195.

8940-01-426-2499 SNACK FOOD, Pretzel, Sticks, 1 oz (28.35 gm), flexibly packaged, Type II, Style C, Flavor 1, CID A-A-20195; Packaging Requirements and Quality Assurance Provisions for CID A-A-20195.

8940-01-426-2497 SNACK FOOD Pretzels, Twist, 1oz (28.35 gm), flexibly packaged, Type II, Style D, Flavor 1, CID A-A-20195; Packaging Requirements and Quality Assurance Provisions for CID A-A-20195.

8940-01-426-2498 SNACK FOOD Pretzels, Nuggets, 1 oz (28.35 gm), flexibly packaged, Type II, Style E, Flavor 1, CID A-A-20195; Packaging Requirements and Quality Assurance Provisions for CID A-A-20195.

8940-01-479-1850 SNACK FOOD, Pretzels, Cheese Filled, Cheddar, 1.8 oz (51.03 gm), flexibly packaged, Type II, Style F, Flavor 1, CID A-A-20195; Packaging Requirements and Quality Assurance Provisions for CID A-A-20195

8940-01-556-9440 SNACK FOOD, Baked, Snack Cracker, cheese, hot & spicy, 47 gm flexibly packaged. Type V, Flavor 2, CID A-A-20195; Packaging Requirements and Quality Assurance Provisions for CID A-A-20195.

8940-01-578-8895 SNACK FOOD, CORN KERNELS, TOASTED, 57 gm flex pg, Type VI, Flavor 1, CID A-A-20195; Packaging Requirements and Quality Assurance Provisions for CID A-A-20195.

8920-01-568-5158 CRACKERS, SANDWICH, cheese, filled w/cheddar cheese, 50 gm pg, Type VII, Flavor 1, CID A-A-2019; Packaging Requirements and Quality Assurance Provisions for A-A-20195.

8920-01-583-3244 TOASTER PASTRY, BROWN SUGAR CINNAMON, SWIRL/DRIZZLE ICING, 1.6 to 2.3 oz, Type I, Style B, Flavor 3, Grain Composition (2), Fortification a, Shape I, Servings (a); Packaging Requirements and Quality Assurance Provisions for CID-A-A-20211.

Other items

8925-01- 530-1219 CHEWING GUM, Caffeinated, provides 100 mg caffeine/disk. 5 disks/pg, CID A-A-20175, Type VII, Size B, Style (2), Class 1, Flavors a thru c; Packaging Requirements and Quality Assurance Provisions for CID A-A-20175.

8950-01-578-9037 HOT SAUCE, 1/8 oz flex pg, CID A-A-20097, type II (Operational Rations Component); Packaging Requirements and Quality Assurance Provisions for CID A-A-20097.

7340-01-508-2742 SPOON, PICNIC, PLASTIC, High Impact, 7 in, CID A-A-3109, Type IV, Item 13 (Operational Rations Component); Packaging Requirements and Quality Assurance Provisions for CID

A-A-3109.

8970-01-545-6838 BAG, PLASTIC, FOOD STORAGE, RECLOSABLE, beige, opaque, LDPE w/double track zipper, 0.003 in thick, min 10 inches wd. x 12 inches lg. (for FSR).

8925-01-523-4997 CHEWING GUM, tablet, sugar-free, , 2/pg, CID A-A-20175, Type I, Size B, Style (1), Class 3, flavors a thru c (Operational Ration Component); Packaging Requirements and Quality Assurance Provisions for CID A-A-20175.

8520-01-507-9741 TOWELETTE, white, pre-moistened paper in a packet, unscented, water based, CID A-A-461, Type II, 2 towelettes/accessory pack, (Operational Ration Component); Packaging Requirements and Quality Assurance Provisions for CID A-A-461.

9920-00-174-3194 MATCHES, Paper, 20 Splint Book, CID A-A-59489, Type I, Class B; Quality Assurance and Packaging Provisions for CID A-A-59489. NOTE: The "20 Splint Book" is cited as Class B in CID A-A-59489 and as Class A in PKGQAP CID A-A-59489.

8950-00-641-8980 SALT, Table, Iodized, fine granulated or Evaporated, min 4 gm pg. U. S. Food Chemicals Codex Sodium Chloride Monograph; Quality Assurance Provisions and Packaging Requirements for Salt, Table Iodized.

8540-01-508-3708 PAPER, TOILET TISSUE, (sheet form packet), Sheet size 114.3 mm by 114.3 mm [4.5 in by 4.5 in], 12 two ply or 24 one ply sheets/packet. CID A-A-59594, Style II, Type a, Sheet size B (Operational Rations Accessory Component); Packaging Requirements and Quality Assurance Provisions for CID A-A-59594.

8955-01-304-3619 COFFEE, Instant Freeze Dried, 1.7 gram, Type III, Style A, Pack 2, CID A-A-20184; Packaging Requirements and Quality Assurance Provisions for CID A-A-20184.

8905-00-205-3144 SUGAR, Refined, Cane or Beet, 1/7 oz pg, Type I, Style A, CID A-A-20135; Packaging Requirements and Quality Assurance Provisions for CID A-A-20135.

C-3 DATE OF PACK

- a.** For the assembled FSR ration: Acceptance will be limited to assembled rations containing components, including the flameless ration heater where required, which have been processed and packed subsequent to date award, except as otherwise specified below.
- b.** Acceptance will be limited to product processed and packed subsequent to date of award and from the latest season's crop.
- c.** For crackers: Acceptance will be limited to product manufactured and packed subsequent to date of award. For ration assembly, the crackers shall not be more than 90 days old at time of unit packaging.
- d.** For fruits, nuts, and other seasonal crop components: Acceptance will be limited to product processed and packed subsequent to date of award and from the latest season's crop.

C-4 MISCELLANEOUS REQUIREMENTS

a. The procedures contained in the "Integrated Pest Management (IPM) Program Requirements of Operational Rations," are required and apply to all operational rations food component operations. Each contractor is to have an IPM program in place prior to the initiation of production of Government product. The IPM plan and the associated pesticide labels and MSDS documents are not to be submitted to DLA TROOP SUPPORT. The contractor shall have those documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. In addition, evidence of an insect or rodent infestation, foreign material or contamination involving any end item will be cause for rejection of the involved lot. IPM program requirements can be found on the DLA TROOP SUPPORT website at:

<http://www.dscp.dla.mil/subs/support/quality/ipm-cpaf.pdf>.

b. Components shall be utilized in assembly operations on a first-in-first-out basis (or oldest manufacturer's date of pack when receipted). Contractor shall be solely responsible for the proper care and storage of all components.

c. Maximum stacking height of assembled ration unit loads shall not be greater than four high.

d. Unless otherwise specified in individual item requirements, the thermoprocessing of (1) meat, poultry, and fish with sauce and gravy, (2) vegetables with sauce, (3) meat and poultry in loaf, slice, or solid form, and (4) fruit shall be in accordance with MIL-PRF-44073, Packaging of Food in Flexible Packages.

e. Compliance with the provisions contained in Title 21, Code of Federal Regulations Part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food," and all regulations referenced herein, is required. In addition, the contractor is required to comply with all with the provisions contained within specific parts of the Code of Federal Regulations. For example, low-acid canned food manufacturers, Part 110 and 113 are applicable.

f. All products shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, processing, thermoprocessing, packaging, labeling, packing, storage, and distribution of those products and with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. However, for all items thermostabilized by retorting, each filled and sealed flexible pouch or polymeric tray shall be in the retort process within two hours after sealing.

g. As required by 48 CFR 246.471-1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, inspections of Subsistence Supplies and Services, DLAD 52.246-9044, Sanitary Conditions, and as clarified by the Armed Forces Food Risk Evaluation Committee, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Veterinary Command (VETCOM), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDA) and possessing a USDA/USDC establishment

number. This requirement applies to all GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by VETCOM will be routed through DLA TROOP SUPPORT-FTR for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA TROOP SUPPORT-FTR, in coordination with the Chief, Approved Sources Division, VETCOM.

h. The requirements of any applicable Commercial Item Description (CID) or Performance-Based Contract Requirement (PCR) for the components cited herein must be met.

i. In view of the fact that the ANSI/ASQC Z1.4 Standard does not contain the definitions for critical, major, and minor defects, the following definitions become contractually binding through their inclusion here:

(1) Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item: or a defect that judgment and experience indicate is likely to prevent the performance of the major end item, i.e., the consumption of the ration.

(2) Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

(3) Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

j. Additionally, the following applies to perishable raw and cooked beef, chicken, pork, turkey and other meats used in the production of end items intended for operational rations. All perishable meats shipped from the supplier to the processing plant shall be accompanied by either a USDA Grading Certificate (if required) or a CoC indicating compliance to specified requirements, and initial chilling or freezing date of the product as applicable. The ingredient supplier shall certify compliance with processing and packaging requirements for formed or breaded meats. Under no circumstances shall any meat or meat product be older than 180 days at time of use:

1. Chilled meats: Meats received in the chilled state shall have not been previously frozen and shall have been held at an internal temperature of 28 to 40 degrees Fahrenheit for a period not to exceed 4 days following initial chilling and prior to preparation and further processing. Upon arrival at the processing plant, if chilled product is not used within 72 hours; it shall be frozen and stored at a temperature not to exceed 0 degrees Fahrenheit. Frozen product must be used within 180 days after initial freezing.

2. Frozen meats: Frozen meats received at the processing plant may be accepted provided the product internal temperature has never exceeded 20 degrees Fahrenheit. Upon arrival at the processing plant, if not used immediately, the product shall be stored at a temperature not to exceed 0 degrees Fahrenheit, and product must be used within 180 days after initial freezing.

k. Commercial sterility test applies to all thermoprocessed/retorted operational ration items. Incubate one filled, sealed and thermally processed flexible pouch or polymeric tray from each retort cook as follows:

1. Meats, poultry, and fish (with or without sauce/gravy) and vegetables with sauces: Incubate at 95 degrees Fahrenheit +/- 5 degrees for 10 days, unless otherwise specified by the inspection agency.

2. Fruits: Incubate at 80 degrees Fahrenheit +/- 5 degrees for 10 days.

Any evidence of swelling or microbial activity following incubation shall be considered a test failure.

I. The Contracting Officer or any Government personnel designated by him shall be permitted entry into the contractor's and subcontractor's plants during performance of manufacturing operations. Except for inspection service, the Contracting Officer shall give prior notice of the purpose of the meetings and shall furnish dates of the visit.

C-5 APPLICABLE VERSIONS OF DOCUMENTS AND ADDITIONS, DELETIONS AND/OR SUBSTITUTIONS:

A. ACQUISITION DOCUMENTS:

The applicable versions of the acquisition documents (i.e. Assembly Contract Requirements (ACR), Product Contract Requirements (PCR), MIL-DTLs, Commercial Item Descriptions and Salt Monographs and their accompanying Packaging Requirements and Quality Assurance Provisions (PKG & QAP) referenced in Section C-1 and C-2 of this solicitation, including additions, deletions and/or substitutions, are posted at:

<http://www.troopsupport.dla.mil/subs/support/specs/frozen/frozen.asp>

B ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS:

1. For all documents that cite the Association of Official Analytical Chemists' Official Method of Analysis 985.15 (AOAC OMA 985.15) for fat testing, add the following alternate test methods: 991.36, 2007.04, 2008.06.

2. The following applies when using MIL-DTL-32219, Bagel, Shelf Stable, for Operational Rations: Para 4.3.3, Table I, do not use the following defect description "206 Net weight of an individual bagel less than 2.0 ounces (56.7 grams)" when performing the Table I product examination. Until such time that the MIL-DTL is amended, use the following defect description, "206 Net weight of an individual bagel less than 2.8 ounces (79.4 grams)" when performing the Table I product examination.

SECTION D- PACKAGING AND MARKING

The applicable versions of the acquisition documents (i.e. Assembly Contract Requirements (ACR), Product Contract Requirements (PCR), MIL-DTLs, Commercial Item Descriptions and Salt Monographs and their accompanying Packaging Requirements and Quality Assurance Provisions (PKG & QAP) referenced in this section of this solicitation, including additions, deletions and/or substitutions, are posted at:

<http://www.troopsupport.dla.mil/subs/support/specs/frozen/frozen.asp>

PART I - TECHNICAL DATA FOR FSR ASSEMBLY:

D-1 PACKAGING: In accordance with D-1 PACKAGING of ACR-F-08, First Strike Ration (FSR), Assembly Requirements

D-2 LABELING: In accordance with D-2 LABELING of ACR-F-08, First Strike Ration (FSR), Assembly Requirements

D-3 PACKING: In accordance with D-3 PACKING of ACR-F-08, First Strike Ration (FSR), Assembly Requirements

D-4 UNITIZATION: In accordance with D-4 UNITIZATION of ACR-F-08, First Strike Ration (FSR), Assembly Requirements

Shipping cases shall be palletized in accordance with Type I, Class C, requirements of DLA TROOP SUPPORT FORM 3507. Unit load height shall not exceed 44 inches. 1/ 2/

1/ Three (3) stringer construction is acceptable regardless of pallet type.

2/ Upper edges of bottom deck boards do not require chamfering regardless of pallet type.

D-5 MARKING: In accordance with D-5 MARKING of ACR-F-08, First Strike Ration (FSR), Assembly Requirements

The shelf life for the assembled ration is 24 months and shall be used in computing the Inspection/Test Date (ITD).

D-6 CLAUSES APPLICABLE TO FSR ASSEMBLY:

The following clauses are incorporated by reference:

52.211-9010 SHIPPING LABEL REQUIREMENTS- MIL-STD-129P (MAY 2006) DLAD
52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD

The following clauses are incorporated in full text:

252.211-7006 RADIO FREQUENCY IDENTIFICATION (FEB 2007) DFARS

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

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

“EPCglobal™” means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 28, 2007, the acceptable tags are—
 - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and

(ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

“Radio Frequency Identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I – Packaged operational rations.

(B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class III – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV – Construction and barrier materials.

(E) Class VI – Personal demand items (non-military sales items).

(F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

(A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.

(B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.

(C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.

(D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.

(E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.

(J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.

(L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.

(M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(V) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1.

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) *Receiving report.* The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

(End of clause)

52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

(a) This clause only applies when wood packaging material (WPM) will be used to make shipments under this contract and/or when WPM is being acquired under this contract.

(b) Definition. Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material(WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

(End of clause)

PART II - TECHNICAL DATA FOR CONTRACTOR FURNISHED MATERIAL (CFM) COMPONENTS:

SUB-PART A. PACKAGING, LABELING, PACKING, UNITIZATION, AND MARKING REQUIREMENTS FOR CFM COMPONENTS PACKAGED IN ACCORDANCE WITH COMMERCIAL ITEM DESCRIPTIONS (CID) OR WITH SODIUM CHLORIDE MONOGRAPH ITEMS (EXCEPT FOR SPOONS) ACQUISITION DOCUMENTS

D-1 PACKAGING: In accordance with D-1 PACKAGING of the applicable Packaging Requirements and Quality Assurance Provisions or Salt Monograph.

D-2 LABELING: In accordance with D-2 LABELING of the applicable Packaging Requirements and Quality Assurance Provisions or Salt Monograph.

In addition to individual component labeling requirements, all components shall be labeled in accordance with all applicable FDA and USDA requirements, including "NUTRITION FACTS" labeling in accordance with the Nutrition Labeling And Education Act (NLEA).

When the unit packager/assembler is overwrapping commercially wrapped and labeled product that meets the requirements of the NLEA, it will only be necessary to apply product name and date of pack to the overwrapped pouch.

D-3 PACKING: In accordance with D-3 PACKING of the applicable Packaging Requirements and Quality Assurance Provisions or Salt Monograph.

D-4 UNITIZATION: In accordance with paragraph 5.1.5 of ASTM D 3951, “*Standard Practice for Commercial Packaging.*”

D-5 MARKING: In accordance with D-4 MARKING or D-5 MARKING of the applicable Packaging Requirements and Quality Assurance Provisions or Salt Monograph.

SUB-PART B. PACKAGING, LABELING, PACKING, UNITIZATION, AND MARKING REQUIREMENTS FOR CFM COMPONENTS PACKAGED IN ACCORDANCE WITH PERFORMANCE-BASED CONTRACT REQUIREMENTS (PCR) OR WITH PRODUCT CONTRACT REQUIREMENTS (PCR) ACQUISITION DOCUMENTS

D-1 PACKAGING: In accordance with D-1 PACKAGING of the applicable PCR.

D-2 LABELING: In accordance with D-2 LABELING of the applicable PCR.

In addition to individual component labeling requirements, all components shall be labeled in accordance with all applicable FDA and USDA requirements, including “NUTRITION FACTS” labeling in accordance with the Nutrition Labeling And Education Act (NLEA).

When the unit packager/assembler is overwrapping commercially wrapped and labeled product that meets the requirements of the NLEA, it will only be necessary to apply product name and date of pack to the overwrapped pouch.

D-3 PACKING: In accordance with D-3 PACKING of the applicable PCR.

D-4 UNITIZATION: In accordance with paragraph 5.1.5 of ASTM D 3951, “*Standard Practice for Commercial Packaging.*”

D-5 MARKING: In accordance with either D-4 MARKING or D-5 MARKING of the applicable PCR.

SUB-PART C. PACKAGING, LABELING, PACKING, UNITIZATION, AND MARKING REQUIREMENTS FOR CFM COMPONENTS PACKAGED IN ACCORDANCE WITH MILITARY DETAIL (MIL-DTL-) ACQUISITION DOCUMENTS

D-1 PACKAGING: In accordance with D-1 PACKAGING of the applicable Packaging Requirements and Quality Assurance Provisions

D-2 LABELING: In accordance with D-2 LABELING of the applicable Packaging Requirements and Quality Assurance Provisions

In addition to individual component labeling requirements, all components shall be labeled in accordance with all applicable FDA and USDA requirements, including “NUTRITION FACTS” labeling in accordance with the Nutrition Labeling And Education Act (NLEA).

When the unit packager/assembler is overwrapping commercially wrapped and labeled product that meets the requirements of the NLEA, it will only be necessary to apply product name and date of pack to the overwrapped pouch.

D-3 PACKING: In accordance with D-3 PACKING of the applicable Packaging Requirements and Quality Assurance Provisions

D-4 UNITIZATION: In accordance with paragraph 5.1.5 of ASTM D 3951 , “*Standard Practice for Commercial Packaging.*”

D-5 MARKING: In accordance with D-4 MARKING or D-5 MARKING of the applicable Packaging Requirements and Quality Assurance Provisions

SUB-PART D. ALTERNATIVE PACKING, UNITIZATION, AND MARKING REQUIREMENTS FOR CFM COMPONENTS APPLICABLE TO SUB-PARTS A, B, AND C

In lieu of the packing, unitization, and marking requirements cited under individual components in the sub-parts A, B, and C, the following packing, unitization, and marking requirements may be utilized.

D-3 PACKING: It shall be the responsibility of the Assembly Contractor to ensure that Contractor Furnished Material (CFM) shipped to a unit packager and/or to the assembly point is packed such as to assure product, packaging, and labeling compliance with applicable end item requirements.

D-5 MARKING: Marking of CFM shipping containers shipped to a unit packager and/or to the assembly point shall be in accordance with applicable Federal and/or State requirements, provided that a production lot number that indicates the production date of the contents is included. The lot number on the shipping container may be “in the clear”, a Julian date code, or such other code as must be explained in a letter to the Contracting Officer and to the applicable inspection personnel.

D-4 UNITIZATION: It shall be the responsibility of the Assembly Contractor to ensure that CFM product shipped to a unit packager and/or to the assembly point is unitized or otherwise shipped such as to assure product, packaging, and labeling compliance with applicable end item requirements and to be in accordance with applicable Federal and/or State regulatory requirements.

SUB-PART E. PACKAGING, LABELING, PACKING, UNITIZATION, AND MARKING REQUIREMENTS FOR CFM COMPONENT – SPOONS

D-1 PACKAGING: Each spoon shall be unit packed separately in a snug-fitting conforming polyethylene wrapper/bag/envelope. The polyethylene film shall be 0.001 inch thick conforming to type I, class 2, grades A, B, or C, finish 1 of A-A-3174. Closure and forming seams shall be heat sealed in such a manner that after elimination of excessive entrapped air, the packing material will closely conform to the spoon being unit packed.

D-2 LABELING: The manufacturer's trade name/trademark, readily identifiable with the manufacturer, shall be molded on the underside of the MRE spoon or alternatively, printed on each MRE spoon packet.

D-3 PACKING: Not more than 2000 spoons, preserved as in "packaging" shall be packed in a manner to ensure carrier acceptance and safe delivery at destination, at the lowest rate for such supplies. The fiberboard shipping container, fabricated in accordance with ASTM 5118, shall comply with national motor freight classification or uniform freight classification as applicable, except that closure shall be in accordance with an appropriate closure method as referenced in ASTM D 1974. When metal fasteners are used in the box manufacturer's joint or set-up, the fasteners on the inside of the box shall be covered with tape or fiberboard.

D-4 UNITIZATION: In accordance with paragraph 5.1.5 of ASTM D 3951, "*Standard Practice for Commercial Packaging.*"

D-5 MARKING: In accordance with DLA TROOP SUPPORT Form 3556. The following information shall be included: "For Meal, Cold Weather"/"For Food Packet Long Range Patrol"/"Long Range Patrol"/ or "First Strike Ration".

SUB-PART F. PACKING, UNITIZATION, AND MARKING REQUIREMENTS FOR CFM COMPONENT - RE-CLOSEABLE INTERLOCKING PLASTIC BAGS

D-3 PACKING: It shall be the responsibility of the Assembly Contractor to ensure that Contractor Furnished Material (CFM) shipped to a unit packager and/or to the assembly point is packed such as to assure product compliance with applicable end item requirements.

D-5 MARKING: Marking of CFM shipping containers shipped to a unit packager and/or to the assembly point shall be in accordance with applicable Federal and/or State requirements, provided that a production lot number that indicates the production date of the contents is included. The lot number on the shipping container may be "in the clear", a Julian date code, or such other code as must be explained in a letter to the Contracting Officer and to the applicable inspection personnel.

D-4 UNITIZATION: It shall be the responsibility of the Assembly Contractor to ensure that CFM product shipped to a unit packager and/or to the assembly point is unitized or otherwise shipped such as to assure product compliance with applicable end item requirements and to be in accordance with applicable Federal and/or State regulatory requirements.

SECTION E- INSPECTION AND ACCEPTANCE

NOTE: The Quality Assurance Provisions found in Section E of this solicitation and in Sections E and Quality Assurance Provisions and Packaging Requirements of component Prime Documents cited in this solicitation are required for contractor, Army Veterinary, and USDA inspection.

NOTE: For all Operational Rations food components (FSR, MRE, MCW/LRP, Tray Pack, UGR, Unitized B, etc.), inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DLAD Clause 52.246-9023, General Inspection Requirements, unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective inspection agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by DLAD Clause 52.246-9024, Alternative Inspection Requirements for Selected Items, is applicable unless otherwise specified by this solicitation/contract. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15, Certificate of Conformance.

NOTE: FAR Clauses 52.246-02 and 52.246-11 are applicable to this solicitation/contract and shall be cited to properly enforce the Higher Level Contract Quality requirements.

NOTE: The following clauses are incorporated by reference:

52.246-16 Responsibility for Supplies (APR 1984)

52.246-9018 Shipping Documents Supplied To Assembly Contractors (APR 2008) DLAD

52.246-9019 Material and Inspection Report (APR 2008) DLAD

NOTE: In addition to any inspection requirements cited in contract and/or prime documents, for entrees, starches and soups, and fruits, inspection for packaging, labeling and packing, and marking shall be in accordance with the Quality Assurance Provisions and Packaging Requirements for MIL-PRF-44073, and the Quality Assurance Provision Contained in Section E of this solicitation.

Saving and reserving all rights under the general inspection requirements of DLAD Clause 52.246-9023, the procedures for inspection and acceptance will be as follows:

E-1. Quality Assurance Requirements for Ration Component Production Plants and Ration Sub Assembly and Assembly Plants.

E-1-A. Higher Level Quality Requirements - Documented Quality Systems Plan (QSP)

The contractor shall model the documented QSP after ISO/ANSI/ASQC Q9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQC Q9001. The contractor shall identify the quality standard used to model their QSP. If the contractor proposes an alternate (i.e., non-standard) process control system, this shall be clearly stated in the QSP. Some contractors may have third party certification of their quality system, which the private sector devised to administer the ISO series standards. However, third party certification by any third parties, to include Government certifications, is not required. Whether or not contractors want to use third party certification is completely optional on their part. Although certification information may be provided as documentation and evidence to support the system proposed by the contractor, third party certification/ registration documentation is not a substitute for government quality assurance with regard to components used in the operational ration programs. Regardless of the standard or non-standard document used to model the documented QSP, the documented QSP shall address, at a minimum, the following elements (within each section of the element the contractor shall provide the information and address the questions, as applicable, listed in Supplier Support Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline:

QSP General Outline

- I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN**
- II. TRAINING**
- III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS**
- IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT**
(IAW ANSI/NCSL Z540-1 or ISO 10012-1)
- V. CONTROL AND PROTECTION OF PRODUCT**
 - 1. Handling, Storage, Packaging, Preservation, and Delivery Program
 - 2. Product Identification and Traceability Program
 - 3. Inspection and Test Status and Records
 - 4. Control of Nonconforming Product
- VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER-SUPPLIED PRODUCT (Government-furnished material)**
- VII. RECEIPT INSPECTION AND TESTING**
- VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:**
 - 1. Manufacturing Process Controls Techniques (DLAR MPC Clause)
 - 2. Statistical Process Control Techniques (SPC QAP)
- IX. REGULATORY CONTROLS**
 - 1. General Regulatory Requirements (as applicable to the plant USDA-FSIS, FDA, GMP, HACCP, SSOP, USDA-Dairy, etc.).
 - 2. Integrated Pest Management and Sanitation Programs
- X. END ITEM INSPECTION AND TESTING (IAW product/material specifications/documents and ANSI/ASQC Z1.4)**
- XI. INTERNAL AUDITS**
- XII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM**
- XIII. IMPROVEMENT**

NOTE: Integrated Pest Management Plan: The IPM Plan is not required to be submitted but the questions concerning the facility's IPM in Section IX Regulatory Controls, Area 2, of the QSP must be addressed.

The documented QSP will be evaluated by the Quality System Audit Team (composed of DLA Troop Support-FTSB, USDA-AMS, and VETCOM's Quality Systems Auditors), USDA-AMS/VETCOM Operational Rations Program Coordinators, and the Government In-Plant Quality Assurance Representatives (QAR) assigned to perform Government QA functions at contractors' facilities. Government personnel will use the Supplier Support Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline (in conjunction with the standard or other document identified in the contractor's QSP) as the basic framework against which they will evaluate QSPs. Workbook I was developed to standardize the evaluations of documented QSPs (developed using ISO/ANSI/ASQC Q9001, other recognized industry quality standards, or a non-standard contractor's specific process control system) submitted by contractors for the purpose of demonstrating their capability to meet the higher-level contract quality requirements using any of the aforementioned documents and for the contracting officer to assess a contractor's capability to meet the contract requirements.

NOTE: Although Government inspection personnel (USDA-AMS/U.S. Army Veterinary Services) are required to evaluate the contractors' QSPs, the QSP rating will be determined and assigned by DLA Troop Support-FTSB's Quality Systems Auditors.

Offerers/Contractors can request a copy of Workbook I by contacting the applicable contracting officer or DLA Troop Support-FTSB. Workbook I is also available online in PDF format at the following website <http://www.dscp.dla.mil/subs/support/quality/QSP.pdf>. DLA Troop Support will recognize a contractor's quality system whenever it meets the contract requirements, whether the quality system is modeled on military, commercial, national or international quality systems standards. The design and implementation of a QSP will be influenced by the varying needs of a company, its particular goals and objectives, the products produced, and the processes and specific practices employed in the operation. The intent of the requirement is for contractors to improve process capability, process control which, when used effectively, can result in a prevention-oriented approach rather than a detection approach that will improve product quality and lower cost through the use of a single quality system in any contractor facility.

A documented QSP is required when a contract references or requires a contractor to perform under the higher-level contract quality requirements. Contractors are responsible for complying with the quality system requirements set forth in their documented QSP in addition to all detailed requirements cited in the contract and for furnishing products that meet all requirements of the contract. Contractors are required to establish, document, submit for Government review, and maintain a quality system as a means of ensuring that product conforms to the requirements of the contract. The documented QSP shall include the quality system procedures and outline the structure of the documentation used in the quality system. When the requirements of the Statistical Process Control Quality Assurances Provision (SPC QAP) and/or the DLAR MPC Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection are applicable, these requirements must be addressed under the In-Process and Process Inspection and Testing section of the documented QSP. Redundant areas/requirements (cited in the MPC Clause or the SPC QAP) need only be addressed once in the QSP. The calibration of

measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1 or ISO 10012-1.

The Higher Level Contract Quality Requirements, Manufacturing Process Controls (MPC) Clause 52.246-9001, and Statistical Process Controls Quality Assurance Provision (SPC QAP) apply to all CFM and GFM food components and Sub Assembly and Assembly Operations, except as indicated below:

A. The following items are exempt from the Higher Level Contract Quality Requirements, MPC IAW Clause 52.246-9001 and the SPC QAP (No QSP required):

1. Accessory package components
2. Condiments (even if packaged in laminated barrier pouches) - Hot sauce, Ketchup, Mayonnaise, Picante Sauce, etc.
3. Bulk packed items: Sports bars; beef snacks; cereal treats; chocolate sports bar; ranger bar; First Strike bars; chow mein noodles; fruit bars (CID AA-20212); granola bars; osmotic fruit; cookies (CID AA - 20295, PCR-C-031, PCR-C-046); almonds, roasted; peanuts, roasted; snacks (CID AA-20195); and commercial sandwich crackers/cookies and bulk packed items procured using the commercial components solicitation (e.g., candies). **NOTE:** Bulk packed, as used in this paragraph, means packing prior to finished product packaging. However, note that this does not prohibit the prime contractor from requiring a QSP from their subcontractors for all products on their own accord.

B. **A QSP is required but SPC techniques are optional** for the following items: Beverage bases, cheese spreads, cookies (CID AA - 20295, PCR-C-031, PCR-C-046), dairy component powders (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, etc), nut raisin mixes, peanut butter, peanut spread, jellies/jams/preserves, and bulked-packed items that are individually packaged by an assembler/packer in military packaging (laminated barrier pouches). However, note that this does not prohibit the prime contractor from requiring SPC techniques from their subcontractors for all products on their own accord.

NOTE: TO THE EXTENT OF ANY INCONSISTENCY BETWEEN THE CONTRACT OR ITS GENERAL PROVISIONS AND A CONTRACTOR'S QSP AND OR IMPLEMENTED QUALITY SYSTEM, THE CONTRACT AND THE GENERAL PROVISIONS SHALL CONTROL.

The QSP shall be submitted to DLA Troop Support-FTSB, through the Contracting Officer, for review no later than at time of bid submittal to determine if the QSP meets the acquisition needs. The QSP shall be DOCUMENTED, DATED, AND SIGNED BY A RESPONSIBLE COMPANY OFFICIAL and WILL BE DISTRIBUTED UNDER COMPANY LETTERHEAD TO THE ADDRESSEES BELOW:

A. ONE COPY SHALL BE MAILED (AT TIME OF BID SUBMITTAL) TO:

DLA TROOP SUPPORT
ATTN: DLA Troop Support-FTSB (Quality Systems Audit Team or Applicable Contracting Officer)
700 ROBBINS AVE., BLDG 6
PHILADELPHIA, PA 19111-5092

(NOTE: It is important for BLDG. 6 to be included in the address above for timely delivery, especially for express deliveries.)

B. AFTER CONTRACT AWARD ONE COPY SHALL BE MAILED PRIOR TO THE INITIATION OF PRODUCTION TO EACH OF THE FOLLOWING GOVERNMENT INSPECTION OFFICES as applicable:

1. USDA-AMS OFFICES: When USDA-AMS is responsible for performing Government source inspection at a ration facility one copy shall be mailed to each of the following USDA-AMS offices:

a. HEAD, DEFENSE CONTRACT INSPECTION SECTION

USDA,AMS,FFV,PPB (202) 720-5021
ATTN: Richard Boyd/Donna McCarter
1400 INDEPENDENCE AVE. SW
STOP 0247, ROOM 0726, SOUTH BLDG.
WASHINGTON, DC 20250-0247

b. USDA-DCIS OPERATIONAL RATIONS PROGRAM COORDINATOR

USDA, AMS, FV, PPB (630) 790-6957
800 ROOSEVELT ROAD
BLDG A, SUITE 380
GLEN ELLYN, IL 60137-7688

c. USDA-AMS INSPECTION AREA OFFICE: The contractor/subcontractor shall contact USDA-DCIS for the applicable area office address (Weslaco, TX, East Point, GA, North Brunswick, NJ, South Bend, IN, Richmond, VA, etc).

2. US ARMY VETERINARY COMMAND (VETCOM): When Army Veterinary inspectors (AVIs) are responsible for performing Government source inspection at operational rations assembly plants, one copy shall be personally delivered to the resident AVI/QAR prior to the initiation of production/assembly. The contractor/subcontractor shall contact VETCOM for questions regarding AVI's inspection services.

COMMANDER
U.S. ARMY VETERINARY COMMAND (MCVSF-OPERATIONAL
RATIONS SECTION – FSR Program Coordinator)
2050 WORTH ST., SUITE 5
FT. SAM HOUSTON, TX 78234-6005

3. DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA): When DCMA inspectors are responsible for performing Government source inspection at the flameless ration heater (FRH) manufacturing facility, one copy shall be personally delivered to the resident Government QAR prior to the initiation of production. The contractor/subcontractor shall contact the applicable DCMA office for inspection services.

DCMAO GARDEN CITY
605 STEWART AVE.
GARDEN CITY, NY 11530-4761

DCMAO DAYTON
1507 WILMINGTON PIKE
DAYTON, OH 45444-5300

4. GOVERNMENT IN-PLANT INSPECTOR/GQAR: When a Government (USDA-AMS, AVI, or DCMA) inspector is assigned to perform Government source inspection at a contractor/subcontractor facility, one copy shall be **personally delivered to the Government inspector prior to the initiation of production.**

Aforementioned Government inspection personnel and In-Plant Government QARs shall fax, e-mail, or mail (via priority mail) their evaluations and comments to the contractor's QSPs and/or QSP's revisions, **within 20 calendar days** from the day of receipt of the QSP/revision.

Failure to submit comments within the suspense date may result in DLA Troop Support-FTSB Quality Systems Auditors not including the applicable inspection agency's comments in Government QSP joint evaluations. In-Plant Government QARs are also required to report quality systems noncompliances **within one working day** using the Corrective Action Request (CAR) Form. QSP evaluations and CARs shall be faxed to the DLA Troop Support-FTSB Quality Systems Audit Team at fax number (215) 737-0379, the current DLA Troop Support-FTSB's personnel E-mail addresses or mailed to the following address (**the preferred and most expeditious method is via E-mail or fax**):

DLA TROOP SUPPORT
ATTN: DLA Troop Support-FTSB (Quality Systems Audit Team)
700 ROBBINS AVENUE, Bldg. 6
PHILADELPHIA, PA 19111-5092

During the Acquisition Phase: During the acquisition phase (prior to contract award), the documented QSP will only be considered either sufficient or insufficient for production (no unacceptable/acceptable rating will be assigned). If a plan as presented is determined to be insufficient for production (which would occur if it does not address the aforementioned minimum elements and include documents/procedures indicated in Workbook I as applicable, or if it is determine that the plan as presented will result in an increase in the consumer's risk, production of nonconforming products or does not meet specification requirements/acquisition needs), the contracting officer, at his/her discretion, may provide the contractor with DLA Troop Support-FTSB's QSP evaluation comments as to cause(s) of why the plan was considered insufficient for production and with the opportunity to resubmit a revised QSP. **If a contractor has previously submitted a QSP and the rating was, at a minimum, marginally acceptable, the contractor may reference this QSP by date and only changes (if deemed necessary) need to be submitted at time of bid submittal for this or for future contracts.**

After the Acquisition Phase: After the Acquisition Phase (after contract award), if the contractor submitted a new QSP, DLA Troop Support-FTSB will assign a rating of acceptable, marginally acceptable or unacceptable (to a QSP rated sufficient for production during the acquisition phase) within

60 days of contract award. **If a contractor's QSP is rated unacceptable after contract award, the QSP must be revised to receive, at a minimum, a marginally acceptable rating within 90 days of contract award.** The contractor will also be provided with an opportunity to submit changes to improve the plan throughout the life of the contract.

DLA Troop Support-FTSB Quality Systems Auditors evaluate, assign QSP ratings, and approve or disapprove changes to the QSP. **QSP procedures or changes to a QSP that may involve a change to a specific contractual requirement (cited in the contract TDP/ items specification/CID) must be coordinated and approved by the Contracting Officer.** To expedite the evaluation process, all QSP changes (**that do not involve a specific contractual change**) shall be **simultaneously** provided to the In-Plant GQAR and a copy faxed, E-mailed, or mailed to DLA Troop Support-FTSB and each applicable office for their review. The GQAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DLA Troop Support-FTSB after the contractor submits the change to DLA Troop Support. The contractor's documented QSP is considered a living document and continuous improvements are highly encouraged.

Implementation, compliance, effectiveness, and continuous improvement of the QSP and the implemented quality system will be monitored by on-site quality systems compliance audits conducted throughout the life of the contract by the Quality Systems Audit Team and evaluations/internal audits conducted by the In-Plant Government QARs.

If a contractor fails to submit an acceptable QSP or copies of their QSP's revisions to the Government for review or does not comply with other requirements of the contract, the Government may decline to perform verification acceptance inspection at that time and or refuse to accept any product produced in accordance with FAR 46.102 and 46.407. Additionally, the Government may also withdraw the acceptance of a QSP during the contract period if it is determined that the contractor has not implemented, complied with the documented QSP, or the implemented quality system is not sufficient to meet minimum contractual requirements.

NOTE: DLA Troop Support-FTSB and/or the Government QARs shall immediately notify the Contracting Officer of **ALL** noncompliance to specific contractual requirements. DLA Troop Support-FTSB will notify and/or obtain contracting officer's support/involvement when a contractor fails to comply with the approved documented QSP requirements or fails to respond to quality systems deficiencies noted during an on-site compliance audit or evaluations/audits conducted by In-Plant Government QARs.

The offerer/contractor agrees to maintain current, and make available, all documents/records required by the documented QSP for Government review at any time throughout the life of the contract and for three years after final delivery on the contract (to include any documents/records maintained by any subcontractor used by the prime contractor to fulfill a Government contract).

NOTE: The procedures of how a contractor intends to comply with the requirements of the MPC Clause or the SPC QAP, as applicable, shall be covered in the In-Process and Process Inspection and Testing Section of the contractors' documented QSP/Quality Manual. If the contractor uses a different/numbering system than the Section/Element number cited in the TDP, the contractor's should cross-reference each applicable section of their QSP.

E-1-B. The following DLAR Clause 52-246-9001 is applicable to this contract:**52.246-9001****MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS
(JUN 1998)-DLAD**

This clause supplements paragraph 4.9 (Process Controls) of ANSI/ASQC Q9001, or equivalent standards with process controls, and is applicable when the contract requires a higher-level quality system in accordance with FAR 46.202-4. The contractor shall:

(A) Ensure that all manufacturing operations are carried out under controlled conditions that will adequately assure that product characteristics and criteria specified by contract are achieved and maintained in the produced item. Controlled conditions include documented process control and in-process inspection procedures, adequate methods for identifying and handling material, adequate production equipment and working environments.

(B) As a minimum, perform inspections (examinations and/or tests) during manufacturing on those product characteristics which cannot be inspected at a later stage, and ensure process controls are implemented and effective.

(1) Manufacturing processes shall be evaluated to determine which process characteristics have an effect on the quality of the produced item. These manufacturing processes shall be identified and requirements for their control shall be specified in written process control procedures.

(2) When in-process inspection of material is not practical, control by monitoring processing methods, equipment and personnel shall be provided. Both in-process inspection and process monitoring shall be provided when control is inadequate without both.

(3) Prompt corrective action shall be taken when noncompliance or out of control conditions occur. In the event appropriate corrective and preventive action fails to rectify the product noncompliance; correct the out of control conditions; and/or if these actions are not documented to ensure, to the satisfaction of the Government, that the production lot offered to the Government does not contain nonconforming product, then end item acceptance inspection, and/or acceptance of the end item by the Government may be denied IAW FAR 46.102 and 46.407.

(C) Clearly identify each in-process inspection and process control point at appropriate locations in the manufacturing operation.

(D) Prepare clear, complete and current written procedures for:

(1) Each in-process inspection. Identify: the type, frequency and amount (sampling plan/100 percent) of inspection; product characteristics to be inspected; criteria for approving and rejecting product; the record for documenting inspection results, and the method for identifying the inspection status of approved and rejected product.

(2) Each process control. Identify: the criteria, frequency, and records used for verifying control of the process.

(3) Assessing the adequacy of in-process inspections and process controls. The contractor's Quality organization shall assure by periodic surveillance that procedures are followed and are effective. Records of this surveillance will be maintained.

(E) Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract. The Government is under no legal obligation to perform verification inspection or to accept product produced under the contract until the Government has received acceptable written procedures, and has been afforded an opportunity to evaluate the inspection system. Acceptance of the contractor's

inspection system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the contractor. Periodic evaluations of the documented QSP and implemented system compliance and effectiveness will be made through the use of yearly on-site compliance systems audits conducted by the Quality Systems Audit Team and In-Plant GQARs throughout the life of the contract.

(End of Clause)

E-1-C. The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract:

QUALITY ASSURANCE PROVISION

Statistical Process Controls

DLA Troop Support-H-94-001

The requirements of this QAP shall be addressed in the Documented Quality System Plan (QSP) when applicable. Redundant areas/requirements cited in this QAP or the MPC Clause need only be addressed once in the In-Process and Process Inspection and Testing Section and/or other applicable section of the contractors' documented QSP/Quality Manual. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to end item contractual requirements. Therefore, the techniques (SPC/MPC) selected to control the processes shall be those that can best and most effectively/efficiently control the characteristics identified and provide the best assurance that the system implemented will consistently produce product conforming to contractual requirements. If the contractor uses a different/numbering system than the Section/Element number cited in the TDP, the contractor's QSP should cross-reference each applicable section/element of their QSP.

I. General Requirements:

A. The offerer/contractor agrees to manage and improve process performance through the evaluation of the quality of the product at the prime contractor and, when required by contract, at subcontractor facilities, using SPC techniques or MPC techniques.

B. Minimum criteria are established in the American Society of Quality Control (ASQC) standards B.1, B.2 and B.3 (formerly the ANSI standards Z1.1, Z1.2, and Z1.3). Alternate SPC techniques such as short run methods are also allowed where applicable.

C. This QAP applies to all work performed at the prime contractor and, when required by contract, at subcontractor facilities. However, in those instances where it is not required of the subcontractor by contract, it does not prohibit the prime contractor from requiring it from their subcontractor of their own accord.

D. The implementation of SPC techniques (or alternate MPC techniques) and procedures shall be prepared in accordance with this provision and included in the documented QSP. Each offerer shall address the requirements of this QAP in their documented QSP (Section/Element VIII) and included with the proposal, when applicable. Failure to do so may result in rejection of the offer.

E. Exclusion of documented QSP submission: If a contractor has previously submitted a QSP and the rating was, at a minimum, marginally acceptable, the contractor may reference their QSP by date and only changes (if deemed necessary) need to be submitted at time of bid submittal for this or for future contracts.

1. Offerers who consider themselves eligible for exclusion of the documented QSP at bid submittal, based on satisfactory utilization of a previously approved QSP for identical or similar supplies, are to submit a written request for exclusion (RFE) to the Procuring Contracting Officer (PCO).

The offerer shall identify in the RFE the contract number(s) under which the supplies were previously furnished by them and accepted by the Government; and the applicable item nomenclature and National Stock Number(s); and the date of the documented QSP. QSP changes/revisions/updates, if applicable, need to be submitted along with the RFE at time of proposal. NOTE: Changes/revisions/updates must be well identified, dated and organized to facilitate posting to the QSP.

2. If techniques selected (MPC, SPC, or combination of both) were determined to be adequate (in a QSP previously submitted and approved by DLA Troop Support-FTSB), the offerer shall certify that these techniques are still adequate to effectively control the processes and that the system implemented is still capable of consistently producing conforming product.

II. SPECIFIC REQUIREMENTS:

A. The offerer shall identify the characteristics to be controlled using SPC techniques (or the alternate MPC techniques). Application of SPC techniques shall be considered for all characteristics identified by performing pareto analysis on the defects from previous production, or projection of potential defects in future production, to discern the vital few and repetitive type failures from the trivial many. Additionally, offerers are encouraged to calculate quality costs to assist in determining what characteristics or processes to control statistically (QSP Element XIII). These defects, and all other characteristics identified by the offerer from process capability studies on current production, shall be subject to the application of SPC techniques or other analyses. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to end item contractual requirements. In addition to the characteristics identified by the offerer, the following characteristics will be controlled using SPC techniques, MPC techniques, or other alternate controls methods deemed appropriate and effective in controlling the processes. Alternate controls to SPC and MPC must be clearly identified and explained in detail in the In-Process and Process Inspection and Testing Section of the contractors' documented QSP/Quality Manual. **The description of SPC or MPC techniques shall be sufficient to allow a reviewer unfamiliar with the item or the contractor's production operation to properly assess the applicability of the control measures/techniques being proposed.**

1. For Thermostabilized or Hot Filled Items: (1) Laminated barrier pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.), (2) Polymeric tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) and (3) All thermostabilized items - the critical control points of the process schedule as determined by the contractor's Processing Authority and critical control points of the retort process schedule. The critical control points, other control points, and the contractor's Processing Authority

shall be clearly identified in the Regulatory Controls Section and/or the In-Process and Process Inspection and Testing Section of the contractor's QSP, as applicable.

2. For Water Activity Stabilized Items: (1) Laminated barrier pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.), (2) Polymeric tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) and (3) All water activity-stabilized items - control of water activity, and oxygen scavenger placement. The control points shall be clearly identified in the In-Process and Process Inspection and Testing Section of the contractor's QSP.

3. Flameless Ration Heater (FRH): The FRH chemical formulation and those processes that affect the formulation, performance, and the packaging (including over-wrapped FRH) of the FRH. The control points shall be clearly identified in the In-Process and Process Inspection and Testing Section of the contractor's QSP.

4. Assembly Operations: The use of SPC and/or MPC techniques is required. However, the Assembler shall determine application of SPC/MPC techniques for the assembly and sub assembly processes by performing a Pareto analysis. NOTE: The assembler shall identify the type of controls (MPC, SPC, or both) being applied for each process identified. The control points for the assembly and subassembly processes shall be clearly identified in the In-Process and Process Inspection and Testing Section of the Assembler's QSP.

5. For Other Items SPC techniques are optional.

B. The SPC and MPC techniques (or combination of both) will be evaluated as part of the documented QSP for the firm or firms eligible for award.

C. A documented QSP determined to be Insufficient for Production during the acquisition phase or seriously deficient may preclude the offerer from receiving an award. However, the PCO has the final authority and he/she may permit an offerer to revise a deficient QSP provided it is reasonably capable of being made sufficient for production or acceptable. Failure to negotiate a sufficient for production and/or acceptable QSP, as applicable, may also preclude the offerer from receiving an award.

D. **SPC Program:** The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) shall be covered in the applicable section of the contractor's QSP. For characteristics as designated by the Offerer and/or the Government to be controlled using SPC or MPC techniques as indicated above, the QSP, as a minimum, must address the following: The QSP must identify and define each in-process control point (IPCP) and/or process control point (PCP) in sequence in relation to the production, subassembly/assembly flow or chain of events (from weighing/mixing/batching of ingredients/materials, packaging, to final product); clearly identify the control technique selected (SPC/MPC or combination) to control each process identified; the number of samples selected, location of sample selection, and frequency of sampling at each IPCP and PCP identified; include procedures that describe the production/assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item); and

identify documents that are the basis for the SPC/MPC program including internal audits, textbooks, standards, and/ or Government documents.

E. Structure (policy/scope): The QSP shall identify the contractor's policy for applying SPC and the contractor's goals and commitments regarding SPC and continuous process improvement. The contractor may also discuss alternatives to SPC techniques (MPC techniques or other control technique) that have successfully reduced/prevented the production of defects. Information must be covered in the Management Responsibility and Quality System Design Section I of the QSP or other applicable section of the contractor's QSP.

F. SPC Training: Information must be covered in the Training Section of the QSP or other applicable section of the contractor's QSP.

G. Vendor/Subcontractor/Purchase Controls: Information must be covered in the Contract Review, Purchasing, and Customer-Supplied Product of the QSP or other applicable section of the contractor's QSP.

H. Manufacturing Controls: (IAW DLAR Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection as applicable). The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) should be covered in the applicable section of the contractor's QSP (for characteristics as designated by the Offerer and/or the Government to be controlled using SPC or MPC techniques as indicated above): The QSP must clearly identify the control technique selected (SPC/MPC or combination) to control each process identified. Must include procedures that describe the production/assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item).

I. Statistical Process Control Procedures (General): The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) should be covered in the applicable section of the contractor's QSP (for characteristics as designated by the Offerer and/or the Government to be controlled using SPC or MPC techniques as indicated above):

1. Criteria for Using SPC Techniques: How the contractor determined which processes were appropriate for use of SPC or MPC techniques; process capability studies (application); types of charts used and rationale for use; and computer hardware/software used for SPC (if applicable).

2. SPC Auditing and Review Procedures: This information must be covered under the Internal Audit Section or other applicable section of the contractor's QSP

3. SPC Records. How the following records apply/correlate to the SPC program: Incoming inspection, manufacturing inspection, subcontractor inspection, internal and external failure reports, corrective action reports, control charts, scrap and rework reports, lessons learned, recommendations and feedback, etc. The information must be included in the In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable), the Document and Data Control and Control of Quality Records Section of the QSP or in the applicable section of the contractor's QSP.

J. When the documented QSP is rated acceptable and the system implemented is effective in consistently producing conforming product, the contractor may qualify for Government verification skip-lot inspection (Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government Verification Inspections for Operational Rations). The Government reserves the right to return to the original acceptance sampling requirements if Government source inspection is waived, skip-lot is not in the best interest of the Government or for other causes as indicated in the procedure. The documented QSP shall be documented, dated, and signed by a responsible company official, and will be distributed under company letterhead as indicated in preceding paragraph "Higher Level Requirement - Quality Systems Plan (QSP)". The contractor is required to incorporate the requirements of this SPC QAP in the In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) of the QSP or other applicable sections of the contractor's QSP.

E-1-D. The contractor's documented QSP and implemented Quality Systems are to be verified by the in-plant Government QARs/inspectors, when Government source inspection is required, in accordance with the Supplier Support Documented QSP Evaluation Workbook I, the regulation/file code of the respective inspection agency, and the particular requirements detailed in the contract.

E-2. Particular Requirements for Ration Assembler

E-2-A. The word "contractor" as used herein, shall mean the ration assembly/sub assembly contractor

to which this contract applies.

E-2-B. The contractor will have a quality assurance program that supports continuous improvement in accordance with paragraph E-1 above and the particular requirements applicable to the FSR outlined herein for the final assembly of the FSR ration, the unit packaging of food components, accessory bags and menu sub assembly pack bags.

E-2-C. Government verification inspection and testing (conducted by the GQAR or Government laboratory) shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the contracting officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless the contractor's lot submittal package (inspection/test results-including analytical testing) provided to the GQAR indicates conformance to ALL contractual requirements

E-2-D. Government verification inspection may be accomplished by utilizing smaller sample sizes provided sampling plans utilized do not increase producer's sampling risk as assessed by applicable (ANSI/ASQC Z1.4) operating characteristic curves. Contracting Officer approval must be obtained prior to skip lot and/or reduced inspection.

E-2-E. When representatives of the U.S. Army Veterinary Command are designated cognizance for the support of the Government's quality assurance requirements, the responsibilities and authorities cited in the regulations, command policies, etc. of the respective agency and those regulations, command policies, etc. to which that agency is subject, are applicable to the contract in conjunction with the quality assurance requirements of the contract.

E-2-F. AVI inspection is required for the sub assembly packaging, at the assembly plant, of bulk-packed items that are individually packaged by an assembler/packer in military packaging (laminated barrier pouches), accessory bags, menu sub assembly pack, and FSR final assembly, ie., FSR menus and final cases. When the sub assembly packaging of the aforementioned products occurs at a location not under the supervision of the Army Veterinary Inspector, the process shall be under the requirements of contractor-paid USDA,AMS,FV,PPB inspection. When dairy component products (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, puddings, granola with milk and blueberries, ice cream sandwich etc), are packaged into finished product at the assembler's plant, in-process and final inspection will be under the requirements of contractor-paid USDA,AMS,FV,PPB inspection. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

E-2-G. Plan for the Inspection Job (PIJ)

(A.) Prior to initiating production of supplies, the contractor must furnish information to and cooperate in the completion by the QAR of DLA Troop Support Form 3587 (Plan for the Inspection Job (PIJ)) which may include, but not necessarily be limited to, the following data or information:

1. Detailed production schedule.
2. Lot size, lot presentation, and sampling procedures and techniques.
3. Facilities to be provided Government personnel.
4. Name(s) and title(s) of authorized contractor representatives.
5. Agreement that the cognizant quality assurance service will be notified in advance of each day's production so that arrangements can be made by the Government to have Quality Assurance Representatives (QAR) available.
6. Procedures for notification of critical defects, ex. swellers, leakers and/or excessive amounts of defects being found.

(B.) The PIJ prepared by the QAR is deemed complete and approved for the production of supplies as described therein when dated and signed by the contractor and the QAR. A copy of the completed and signed PIJ and subsequent revisions shall be submitted to DLA Troop Support-FTSB. Preparation of this document may require preproduction/postaward conferences between Government and contractor representatives. The contractor shall sign and date the PIJ to signify agreement to all terms and conditions therein. Production of supplies shall not commence until the document is signed by both parties. The document may remain in effect for subsequent contracts provided it is reviewed (revised as necessary) at quarterly intervals, initialed and dated by the contractor and the QAR to certify currency. The document shall be revised/amended prior to production of new items not included in the basic document or whenever significant changes occur in contractual inspection documents that necessitate modification. When signed by both the contractor and the QAR, the PIJ document is contractually binding. Failure of the contractor to comply with the document will be reported by the QAR to the contracting officer for appropriate action for noncompliance with the inspection requirements of the contract. However, occasional minor deviations from the scheduled production hours or lot size(s) cited in the PIJ may be approved by the QAR for cogent reasons. The contractor shall make no changes in the approved PIJ document without submitting a written request detailing the change and receiving written

approval from the QAR. In the event the contractor and the QAR cannot agree on any detail of the content of the document, the QAR shall refer the conflict to the contracting officer for resolution.

E-2-H. Traceability Requirements and Examination

The ration assembler shall maintain records identifying the menu components used in packing and assembling each end item lot. These records shall maintain traceability of components to the extent that a lot and contract number of a component can be traced to an assembled end item lot. The system should also enable the assembler to list component contract numbers and lots within a particular end item lot. The assembled end item lot, usually one day's production, shall be clearly identified on the exterior of each case. In addition, the ration assembler shall maintain records of when and where assembled end item lots for a particular assembly contract have been shipped. The ration assembler shall provide the AVI (Army Veterinary Inspector) with a copy of the lot traceability records prior to shipment of each assembled lot. The following non-food items are exempt from traceability requirements: hand cleaner, matches, spoons and toilet tissue.

The purpose of the above is to maintain traceability of a component lot through the assembly operation, in depot storage and up to the customer's receipt of the FSR ration. This is necessary in the event of a recall/ALFOODACT for DLA Troop Support to isolate suspect product in the depot system and to notify customers of potentially hazardous product.

In addition to the manual system described above, the ration assembler shall input traceability data on a daily basis into the computerized program. The ration assembler will input all traceability data daily, and provide a hard copy print out to veterinary personnel on a daily basis.

Each lot of assembled rations shall be examined to determine compliance with lot traceability requirements prior to shipment. The examination shall be accomplished by using the same sampling plan and samples examined under Section E, paragraph C. (5) Assembled meal packet examination of the applicable version of ACR-F-08 09 March 2010, W/Change 04, 22 April 2011. AQLs are not applicable for the traceability examination. The component lot numbers are recorded from the samples and compared against the lot traceability records provided by the assembler. A defective component lot number is a code which does not correlate with traceability records. Missing or illegible component lot numbers are not to be scored as defects unless there is reason to believe that the component represents a lot other than a lot listed by the traceability records. The finding of any defect will be cause for rejection of the lot.

E-2-I. Assembly of Mixed Code Lots

Mixed lots are small quantities of components representing different lots. These lots may be received from GFM or CFM contractors and/or may include component material from the salvage operation or other sources that has been determined to be conforming and authorized for use in assembly. Unit loads containing mixed code lots, shall be identified as such by the use of unit load marking panels. The unit load marking panels shall list all the lots contained on the pallet; they shall be affixed to two sides of the unit load. The assembly contractor may periodically assemble the mixed lots into one lot. Mixed lot components shall be exhausted by assembling them into a final lot at least once every quarter but may be assembled into two consecutive production days if not more than once a month. For the purpose of precluding residual mixed lot components, all mixed lots components in-house prior to the final week of scheduling assembly production, shall be used in final assemblies delivered under this contract.

E-2-J. When the original lot of a component is still available at the assembly plant, components, including inspection samples, will be returned to their original lot for assembly into FSR finals.

E-2-K. Receipt Inspection (CFM and GFM)

In addition to the origin inspection specified above, the supplies delivered shall be subject to receipt inspection at destination in accordance with the following criteria:

All items delivered (CFM and GFM) will be inspected in accordance with the assembler's receipt inspection program as outlined in the assembler's Quality Systems Plan (QSP). The receipt inspection shall be, at a minimum, for count, condition, identity, and the presence of any internal infestation or foreign material. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot.

Receipt examinations for pouch integrity (CFM and GFM) shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread and product packaged in accordance with MIL-PRF-44073 and product packaged in accordance with MIL-DTL-32223 and MIL-DTL-32141. Samples for receipt inspection (200 sample items packed in accordance with MIL-PRF-44073, MIL-DTL-32223, or MIL-DTL-32141) shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the Technical Data Package will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option or performed in accordance with the assembler's QSP. Other receipt inspections shall be at a minimum inspection level of S-3 of ANSI/ASQC Z1.4. At no time may the assembler's receipt inspection be more severe than the origin inspection criteria for GFM. Defect classification shall correspond to the origin specification defect classification.

The contractor's receipt inspection program will be verified by the U. S. Army Veterinary Inspection (AVI) personnel at the assembly plant. Defects found on GFM deliveries will be verified by the AVI. Final responsibility for acceptance or rejection of GFM product will rest with the Government inspector, however, the Government may base its decision on the contractor's inspection results. In addition, the AVI may perform their own receipt inspection before making a final determination of acceptance or rejection of product. Any inspection failure shall be considered to be representative of the entire production lot and shall be cause for rejection of the entire production lot.

For wet pack fruit (including applesauce), abrasions at destination, found during the assembler's receipt inspection, may be classified as a major defect and accepted under an AQL, if the assembler so chooses. Each assembler would be required to specify in their QSP the AQL for the acceptance of abrasions, based on sampling size. If an assembler chooses not to accept abrasions as a major defect, they may leave the defect as critical, which would result in failure of the lot if found. AQLs for abrasions contained in the assembler's QSP must be approved by DLA Troop Support-FTSB. If the lot is not accepted at one destination due to an abrasion(s) and the lot is redelivered to a second destination without rework, the finding of an abrasion during receipt inspection will be cause for rejection of the entire lot.

Grand lotting of more than one production lot of homogeneous components within a shipment for the purpose of receipt inspection may be performed, except for pouch integrity as cited above. There will be no grand lotting of thermostabilized/hot filled items (entrees, starches and soups, fruits, cheese spreads) for pouch integrity inspection. When the total shipment is inspected as a single lot, the identity of the items must be maintained and samples must be drawn from each lot in proportion to its size. Homogenous components are defined as items procured by identical prime documents (identical PCRs, Commercial Item Descriptions) except for items packaged in accordance with MIL-PRF-44073, and MIL-DTL-32223, MIL-DTL-32141 or PCR-C-039.

The reliability of the contractor's receipt inspection system will be determined by the AVI in accordance with paragraph "Reliability Conditions" cited in the Section E of the assembly solicitation's Technical Data Package. However, the frequency of verification of the contractor's receipt inspections will remain at the discretion of the Government.

E-2-L. In the event the assembler is also a manufacturer of component(s) of the FSR, the requirements of paragraphs E-1, E-2, E-3, E-4, and E-5 are required where applicable to components being manufactured.

E-2-M. Subcontracts

(1.) The contractor agrees that the Government shall have the right to perform a source inspection of components to be used in the manufacture of the supplies covered herein whenever the contracting officer deems such an inspection appropriate; where source inspection requires the additional consent to inspection from subcontractor, the contractor agrees to obtain such consent.

(2.) In addition to obtaining consent to inspection from subcontractors, the prime contractor agrees to stipulate the applicable inspection provisions cited in paragraphs E-1, E-2, E-3, E-4, and E-5 as requirements in the contract(s) with the subcontractor(s).

(3.) The prime contractor shall furnish with his offer a written certificate to the contracting officer as to the name of the subcontractor(s) utilized, including location and item procured. This includes the suppliers of the flameless ration heaters and packaging and packing materials requiring source inspection by the DCMAO Quality Assurance Representatives. In the event the listing needs to be revised after award is made, the prime contractor shall furnish a revised listing to the Contracting Officer.

(4.) The prime contractor shall be responsible for the performance of all subcontractors. The prime contractor shall impose the responsibility for quality control, inspection, and providing inspection records on subcontractors, as required to insure compliance with specifications and conformance to contract requirements. Such inspections shall be accomplished by contractors, subcontractors, or when required by the applicable federal inspection agency at contractor or subcontractor expense. However, to the extent that the offerer does propose to utilize subcontractors for the performance of this contract, determination by the Contracting Officer of the prospective subcontractor's responsibility will be necessary in order to determine the responsibility of the offerers; and this determination of responsibility shall be based on the same factors as are applicable to the determination of the responsibility of the offerer.

(5.) To enable the contracting officer to make a determination of responsibility, each offerer must furnish with his offer the name and address of each subcontractor from whom it proposes to obtain the component(s).

E-3. Quality Assurance Requirements for Ration Assembler, Ration Component Production Plants and Ration Sub Assembly and Assembly Plants.

E-3-A. For entrees, starches and soups, and fruits procured as contractor furnished material (CFM) components, when the manufacturer/packager is the prime contractor (assembler), or a subcontractor, origin inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DLAD clause 52.246-9023, unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by DLAD clause

52.246-9024 is applicable, unless otherwise specified by this solicitation/contract. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15.

As indicated in the Packaging Requirements and Quality Assurance Provisions for Commercial Item Description (CID) A-A-20155, “Tuna, Canned or in Flexible Pouches” and CID A-A-20155, MRE pouched tuna shall be under contractor-paid origin inspection provided by the U.S. Department of Commerce (USDC) in accordance with USDC fees and charges. Alternatively, if pouched tuna production occurs at a facility producing MRE entrée items under USDA/AMS inspection, or if determined to be in the best interest of the government, the MRE pouched tuna entrees shall be inspected by USDA/AMS under USDA/AMS fees and charges. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract.

E-3-A-1. Quality Assurance Provisions to be used in conjunction with the Quality Assurance Provisions for MIL-PRF-44073, Packaging of Food in Flexible Pouches

(A.) Definitions

1. Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using the item.
2. Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.
3. Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

(B.) Quality Assurance Provisions (Packaging and labeling)

1. Quality Assurance Criteria. The following quality assurance criteria, utilizing ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection by Attributes are applicable. The paragraph numbers listed below relate to the applicable paragraph in MIL-PRF-44073.

A. 4.1.1 Pouch material testing. The pouch material shall be examined for the characteristics listed in table I-A. The lot size, sample unit, and inspection level criteria for each of the test characteristics are listed below. Any test failure shall be classified as a major defect and shall be cause for rejection of the lot.

TABLE I-A. Pouch Material Quality Assurance Criteria

Characteristic	Lot size unit	Sample unit	Inspection level
Oxygen transmission rate	1 yard	1/2 yard	S-1
Water vapor transmission rate	1 yard	1/2 yard	S-1
Camouflage	1 yard	1/2 yard	S-1
Thermal processing	1 pouch	1 pouch	S-2
Low temperature	1 pouch	1 pouch	S-2

containers shall be examined for the defects listed in table II below. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container fully packed. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for total defects.

TABLE II Examination Of Shipping Containers

Examination	Defect
Major 101 or	Minor Marking omitted, incorrect, illegible, or improper size, location sequence method of application
102	Inadequate workmanship 1/
	201 Contents more or less than specified

1/ Inadequate workmanship is defined as, but not limited to, incomplete closure of container flaps, loose strapping, inadequate stapling, improper taping, or bulged or distorted container.

E-3-A-2. Additional Quality Assurance Provisions for MIL-PRF-44073, MIL-DTL-32223, and MIL-DTL-32131

The following procedures for sampling and inspection shall also be applied when an end-item's filled and sealed pouch examination is required to be performed in accordance with paragraph 4.2, "Examination of pouch", of MIL-PRF-44073; paragraph E-6,A,(3), "Filled and sealed pouch examination," of MIL-DTL-32223, or paragraph E-6,A,(3), "Filled and sealed pouch examination," of MIL-DTL-32141.. These procedures shall be applied to inspection results where critical defects are a determining factor in the rejection of a lot. In addition to the critical defects listed in the preceding named pouch examinations, any swollen pouch is a critical defect.

Change in severity of inspection shall be based on the critical defect category and determined by component type, regardless of lot size. For Normal inspection the sample size shall be 200 sample units and for Tightened inspection 315 sample units examined for critical defects and the finding of any critical defect shall be cause for rejection of the lot. Normal inspection will be used at the start of inspection. Normal inspection shall continue unchanged for the critical category of defects on successive lots except where the procedures given in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection by Attributes, require a change in the severity of the inspection, from Normal to Tightened. The procedures given in ANSI/ASQC Z1.4 shall be used to switch from Tightened inspection to Normal inspection. There will be no "reduced" inspection option. The Government has the right to discontinue Government inspection as cited in ANSI/ASQC Z1.4 or the MPC clause or both.

1. The Government QAR will notify the contractor of a change in the severity of inspection as a result of Government origin inspections. The contractor is required to perform inspections which provide the same risk (equal or better) as those performed by the Government (ex: the contractor must select for end item examination, as a minimum, the same number of samples selected by the Government for end item inspection).

2. Upon notification by the Government QAR of change of severity of inspection from Normal to Tightened, the contractor shall submit a corrective action plan to the Government QAR and the Contracting Officer. Government QAR will withhold inspection of lots produced after notification until corrective action plan is received and approved. The corrective action plan shall contain, as a minimum, the following:

- A. Root cause of the deficiency.
- B. Action taken to correct the deficiency.
- C. Action taken to correct and prevent recurrence of root cause of deficiency.
- D. Corrective action's effective date(s).
- E. Contractor, subcontractor, or supplier representative responsible for implementing corrective action.

As authorized by the Contracting Officer. Discontinuation of inspection may be invoked by the Contracting Officer when there is a pending action against a contractor to improve the quality of the submitted product/material, a contractor fails to submit a corrective action plan, and/or a corrective action plan is not effective in correcting or in preventing recurrence of root cause of the deficiency. In addition to the above, the Contracting Officer, at his discretion, may invoke increased inspection for critical defects at origin and/or destination when determined to be in the best interest of the Government.

E-3-A-3. Additional Quality Assurance Provisions for Cheese Spread, PCR-C-039

The following procedures for sampling and inspection shall also be applied when an end-item's filled and sealed pouch examination is required to be performed in accordance with paragraph E-6,A,(3), Filled and sealed pouch examination, of PCR-C-039. These procedures shall be applied to inspection results where critical defects are a determining factor in the rejection of a lot.

Change in severity of inspection shall be based on the critical defect category and determined by component type, regardless of lot size. Normal inspection will be used at the start of inspection. Normal inspection shall continue unchanged for the critical category of defects on successive lots except where the procedures given in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection by Attributes, require a change in the severity of the inspection, from Normal to Tightened. The procedures given in ANSI/ASQC Z1.4 shall be used to switch from Tightened inspection to Normal inspection. There will be no "reduced" inspection option. The Government has the right to discontinue Government inspection as cited in ANSI/ASQC Z1.4 or the MPC clause or both.

1. The Government QAR will notify the contractor of a change in the severity of inspection as a result of Government origin inspections. The contractor is required to perform inspections which provide the same risk (equal or better) as those performed by the Government (ex: the contractor must select for end item examination, as a minimum, the same number of samples selected by the Government for end item inspection).

2. Upon notification by the Government QAR of change of severity of inspection from Normal to Tightened, the contractor shall submit a corrective action plan to the Government QAR and the Contracting Officer. Government QAR will withhold inspection of lots produced after notification until corrective action plan is received and approved. The corrective action plan shall contain, as a minimum, the following:

- A. Root cause of the deficiency.
- B. Action taken to correct the deficiency.
- C. Action taken to correct and prevent recurrence of root cause of deficiency.
- D. Corrective action's effective date(s).
- E. Contractor, subcontractor, or supplier representative responsible for implementing

corrective action.

As authorized by the Contracting Officer. Discontinuation of inspection may be invoked by the Contracting Officer when there is a pending action against a contractor to improve the quality of the submitted product/material, a contractor fails to submit a corrective action plan, and/or a corrective action plan is not effective in correcting or in preventing recurrence of root cause of the deficiency. In addition to the above, the Contracting Officer, at his discretion, may invoke increased inspection for critical defects at origin and/or destination when determined to be in the best interest of the Government.

E-3-A-4. Additional Requirements for Entrées, Starches and Soups, Analytical/Nutrient Content Testing

Applicable to Fat and Salt Content Testing: The composite sample shall be prepared and analyzed in accordance with the latest edition of the Official Methods of Analysis of AOAC International (OMA) as cited in the PCR. If an AOAC method does not specify specific times, temperatures, or methodology for preparation of a sample, preparation of samples shall be as follows: The unopened pouches shall be gently warmed in a 140°F water bath for 15 minutes to melt fat adhering to the inside of the pouches. The pouches shall be composited in a Waring blender or equivalent.

E-3-B. Quality Assurance Provisions and Packaging Requirements for Other Food Components

For other food components, when the finished product packager is the prime contractor (assembler), or a subcontractor, origin inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DLAD clause 52.246-9023, except as specified in E-2-F and except for the following items: candy and chocolate confections, hot sauce, chewing gum, salt, coffee (CID-AA-20184), and sugar. Optional contractor testing is provided by the alternate inspection requirements DLAD clause 52.246-9024. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15. Compliance with applicable Performance-based Contract Requirements (PCR) or Commercial Item Description (CID) requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the PCR, CID, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements.

E-3-C. Quality Assurance Requirements for Bulk Packed CFM Accessory Items, Bulk Packed CFM Food Items, and Bulk Packed CFM Non-Food Items.

When the above items are procured as CFM, verification inspection by the Government may be performed at destination in accordance with origin requirements or the contractors QSP receipt inspection provisions and to include, at a minimum, an inspection for count, condition, and identity, the presence of any internal infestation or the presence of foreign material. In addition, the Government may inspect the manufacturer's product at destination by comparison with samples of the manufacturer's product selected from commercial distribution channels.

The supplies or services furnished under the contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by the Supply Warranty Clause 52.246-17.

Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

E-3-D. Additional Dairy Requirement

For dairy component powders and freeze dehydrated dairy products (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, granola with milk and blueberries, ice cream sandwich, etc), all processing and packaging plant(s) and all plants providing dairy ingredients to the dairy processing plant, must be approved by the USDA, Agricultural Marketing Service (AMS), Dairy Grading Branch, Washington, DC 20250 under 7 CFR, Part 58 prior to the start of production. Contractors are responsible for obtaining such inspection and approval as early as necessary in order to meet contract delivery schedules. For information, please contact the inspection services of USDA-AMS, Dairy Grading Branch, telephone (202) 720-3171 or (630) 790-6920. Note to contracting officer: The proper code for the responsible USDA inspection office is DQ0-31. When the finished product packaging facility is over-wrapping commercially wrapped and labeled product, USDA, AMS, Dairy Grading Branch approval of the finished product packaging facility is not required.

E-3-E. Additional Quality Assurance Requirements for FSR Crackers

(A.) The following inspection criteria applies: Contractor-paid USDA origin inspection in accordance with solicitation/contract including DLAD clause 52.246-9023 (General Inspection Requirements), FAR Clause 52.246-15 (Certificate of Conformance) and DLAD clause 52.246-9024 (Optional Contractor Testing). The following PCR-C-037 paragraphs are applicable:

(1) At the cracker manufacturer when crackers are bulk packed: paragraphs E-A., Definitions; E-B.(2), Conformance inspection (product); E-5-A., Product examination; E-5-B.(2), Net weight, are required. Calcium and fat testing, required by E-5-B.(3) Analytical in paragraph (B.) below, may be performed by individual bulk lot testing.

(2) At the cracker manufacturer when crackers are unit packed: All Section E paragraphs are required, except paragraph E-5-B.(1), Self life.

(B.) When the end item crackers are packaged by the ration assembly contractor or at a unit packager other than the cracker manufacturer, the following PCR-C-037 paragraphs are applicable and inspections shall be conducted by the assembly contractor, subject to Government verification: Paragraphs E-A., Definitions; E-B.(1), Product standard inspection; E-B.(2), Conformance inspection (packaging and packing); E-5-B.(3), Analytical; E-6-A.(1), Pouch material certification; E-6-A.(2), Pouch vacuum examination; E-6-A.(3), Filled and sealed pouch examination; and E-6-A.(4), Seal testing. When calcium and fat testing, required by E-5-B.(3) Analytical, are performed by bulk lot, the calcium and fat content of the finished product lot shall be verified by the Government QAR using the USDA certification for calcium and fat content of the bulk lot(s) used to make the finished product lot. Paragraph E-5-A., Product examination, is required when requested by DLA Troop Support Contracting Officer.

(C.) Cracker shelf life. PCR-C-037 paragraph E-5-B.(1), Shelf life, is required for the ration assembler, subject to Government verification.

(D.) Cracker End Item Testing for moisture and pH. If the contractor does not want to perform end item testing on each finished lot (where paragraph E-5, B., (3) is required), the contractor shall select one of the following options and place such option in the QSP and shall not change the option until written permission is obtained from the Contracting Officer, or steps are previously included in the QSP.

(1) Crackers packaged within 45 days of production. The contractor shall request and provide the GQAR a Certificate of Analysis (COA) from their bulk cracker supplier and also a copy of their own COA if a verification test (for compliance with moisture and/or pH analytical requirements) is conducted by the contractor at receipt. Government testing and acceptance will be based on the bulk lot testing results if crackers packaged within 45 days of production. Government testing shall be contractor-paid USDA bulk lot testing at origin, however, as an alternative to contractor-paid USDA

testing, the contractor may request that government bulk lot testing be performed on receipt by the Department of Defense. If the bulk crackers supplier's COA and/or the contractor's COA indicate(s) noncompliance (applicable if the contractor conducts verification at receipt and results obtained are nonconforming), the Government reserves the right to verify the COA through actual testing by a Government laboratory. In the event that the Government detects irregularity in the contractor's testing system or the cracker producer's, the designated GQAR will withhold approval until Government laboratory test results show that product is conforming. The "Alternative Inspection Requirements for Selected Items" (DLAD clause 52.246-9024) shall apply. Government retesting will be performed at the Government laboratory where the original test in question was performed. USDA certification of bulk lot compliance for moisture and pH may be offered to assembly GQAR, in lieu of a COA from the bulk supplier, as contractor's verification of compliance.

(2) Crackers packaged within 90 days of production. The contractor shall request and provide the GQAR a copy of the Certificate of Analysis (COA) from their bulk supplier and also a copy of their own COA if a verification test (for compliance with moisture and/or pH analytical requirements) is conducted by the contractor at receipt. Government testing and acceptance shall be conducted on the end item filled and sealed cracker lot packaged by the contractor (under this option the crackers shall be packaged within 90 days of the bulk lot date of production). If the cracker supplier's COA and/or the contractor's COA indicates noncompliance (applicable if the contractor conducts verification at receipt and results obtained are nonconforming), the Government reserves the right to verify the COA through actual testing by a Government laboratory. In the event that the Government detects irregularity in the contractor's testing system or the cracker producer's, the designated GQAR will withhold approval until Government laboratory test results show that product is conforming. The "Alternative Inspection Requirements for Selected Items" (DLAD clause 52.246-9024) shall apply. Government retesting will be performed at the Government laboratory where the original test in question was performed. USDA certification of bulk lot compliance for moisture and pH may be offered to assembly GQAR, in lieu of a COA from the bulk supplier, as contractor's verification of compliance if no contractor verification testing is conducted at receipt.

(E.) Bulk lot cracker supplier test results, USDA test results, and contractor test results shall be provided to DLA Troop Support-FTSB.

E-3-F. Additional Quality Assurance Requirements for Tuna

1. For each lot of tuna produced for offer to the government, finished product contractor testing and USDA verification testing for methyl mercury and histamine content shall be performed in accordance with the requirements, procedures, and testing cited in A-A-20155C and the current contractual documents.
2. As an alternative to the methyl mercury and histamine testing procedures specified in A-A-20155C and with the consent of the contracting officer, end-item USDA verification testing for methylmercury and histamine for each lot may be performed by using a composite sample. The allowable levels for a composite test result shall be: Methylmercury content shall be less than or equal to 0.33 ppm, Histamine content shall be less than or equal to 13 ppm when using the Elisa method or less than or equal to 16 ppm when using the AOAC 977.13 method. If the contractor changes its source of tuna, this alternative will not apply until the consent of the contracting officer is given for the alternative testing of tuna derived from that new source of supply.
3. The composite sample shall be created from three individual sample pouches. Individually blend the contents of each individual pouch and then divide the contents of each individual pouch into two approximately equal portions. One portion of each pouch shall be used to create the composite sample.

Each portion used to create the composite sample shall be of equal weight. The composite sample shall be divided into two equal portions, one portion to be tested for histamine and one portion to be tested for methylmercury. The remaining tuna in each of the three pouches shall be individually retained in the event a retest is necessary.

4. Analytical testing of the composite sample shall be in accordance with the following methods from the Official Methods of Analysis of the AOAC International:

Test Method

Methyl mercury	988.11
Histamine	977.13 or Elisa method Neogen Veratox® for Histamine (AOAC-RI No. 070703)

5. Composite Test Results:

The test results for methylmercury shall be reported to the nearest 0.1 ppm, and histamine to the nearest 1 ppm.

a. If the analytical results for the composite sample are within the specified allowable levels cited in paragraph E-3-F, 2, the lot will be considered acceptable.

b. If a composite sample analytical result is greater than any one of the allowable levels cited in paragraph E-3-F, 2, testing will revert to analytical testing of each individual sample for the test and for the lot in question, using the AOAC 988.11 method for Methylmercury testing and the AOAC 977.13 method for Histamine testing, except as specified in paragraph E-3-F, 5.c.

c. Any composite test result greater than the maximum allowable level for one individual sample shall be cause for rejection of the lot and retesting/reinspection/rework of the lot is not authorized.

6. Individual Test Results:

Maximum allowable level for one individual sample shall be:

Methylmercury Not more than 1.0 ppm

Histamine Not more than 50 ppm

The test results for methylmercury shall be reported to the nearest 0.1 ppm, and histamine to the nearest 1 ppm.

Any individual test result greater than the maximum allowable level for one individual sample shall be cause for rejection of the lot and retesting/reinspection/rework of the lot is not authorized.”

E-3-G. End Item Testing. Compliance with applicable Performance-based Contract Requirements (PCR) or Commercial Item Description (CID) requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the PCR, CID, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual requirements at the supplier’s production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

E-4. Quality Assurance Requirements for Ration Assembler, Ration Component Production Plants and Ration Sub Assembly and Assembly Plants.

E-4-A. Packaging and Packing Materials

Packaging components (e.g., fiberboard shipping boxes, cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape, etc.) are subject to the Certificate of Conformance FAR Clause 52.246-15. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the specifications may be performed by the Government to assure compliance with the specifications. FAR Clause 52.246-15 shall also apply to bond strength tests on retort pouches.

E-4-B. General Inspection (Examination/Testing) Requirements

(A.) When contractor determines as a result of his inspection(s) or QSP, or is informed by the QAR as a result of verification inspection, that the supplies do not conform to contractual requirements, he has the following alternatives:

1. Produce and inspect a new lot.
2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g. time, temperature, etc.) See "Rework of Nonconforming Product Pre or Post Acceptance" for applicable situations.
3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".
4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies". Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units. Examples of valid technical reasons are:

A. After finding the lot nonconforming for net weight, it is discovered that the scales used for the inspection were out of adjustment or

B. After finding the lot nonconforming for a chemical test characteristic, it is discovered that a chemical used in the analysis has deteriorated or had not been properly prepared.

(B.) The contractor may petition the Government (through the Contracting Officer) for skip lot or a reduction in verification inspection at such time that the contractor believes his quality program is fully acceptable and reliable. There will be no "skip lot" or "reduced" inspection option for critical defects.

E-4-C. Government verification inspection and testing (conducted by the GQAR or Government laboratory) shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the contracting officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless the contractor's lot submittal package (inspection/test results-including analytical testing) provided to the GQAR indicates conformance to ALL contractual requirements

E-4-D. Operational Ration Component Lot Number and Lot Inspection

The component lot number for thermostabilized (retorted) products packaged in flexible pouches shall be defined as the Julian lot number assigned at the origin manufacturer's plant and the inspection lot

shall include only product produced in one work-shift. For products packaged in tray pack containers (metal/poly) and other products (including the FRH and final assembled lots), a lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing sub-samples from each sub-lot/sub-code during production of the lot), the sub-samples must be drawn at random from the sub-lot and not inspected until all the sub-samples are combined to makeup the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection).

E-4-E. Production Standard Replenishment for Food Items:

Acceptable PDMs will be used as production standards by both the Contractor and the Government. The approval of any PDM will not constitute waiver of the requirement that all delivered product must meet all other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements, and/or performance requirements.

Every 12 months, the Government Quality Assurance Representative (GQAR) will randomly select 32 replenishment samples for Natick and 70 replenishment samples for the Government's supply at origin from a lot accepted by the Government for all contractual requirements. The Contractor will be responsible for shipment to Natick. This replenishment may occur earlier if necessary to ensure an adequate supply of PDM samples. The Contractor will also use samples from this same lot as the production standard."

Replenishment sample lots will be contractor and Government tested for compliance with all applicable analytical, nutrient, moisture, and microbiological requirements.

E-4-F. Periodic Review Samples

All food components that are inspected by the USDA will be subject to periodic review sampling and examination/testing during contract production in accordance with the following criteria: The USDA Inspector will randomly select nine sample units of each item produced (each type, flavor, etc.) throughout each month's production. As instructed by DLA Troop Support, the USDA inspector shall provide the samples to the contractor's representative, who will ship them, at the contractor's expense, to the following addresses once per month:

Six samples selected by GQAR (USDA) will be sent to:

HEAD, DEFENSE CONTRACT INSPECTION SECTION

USDA,AMS,FFV,PPB (202) 720-5021

1400 INDEPENDENCE AVE. SW

STOP 0247

WASHINGTON, DC 20250-0247

Three samples selected by GQAR will be sent to:

COMMANDER

NATICK SOLDIER CENTER

ATTN: AMSRD-NSC-CR-F

15 KANSAS STREET

NATICK, MA 01760-5018

E-4-G. Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.

The “Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End Item Verification Inspections for Operational Rations”, dated March 2001, are applicable to current and future contracts. The switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes shall not be used for Government verification inspections. For products requiring a drained weight examination, the following is also required: The contractor shall provide the Government Quality Assurance Representative (GQAR) a copy of the current production standard (PDM/First Article) formula (including ratios of ingredients), and formulation records for each production lot submitted for Government end item verification inspection. The GQAR shall initiate skip-lot inspection based on Government verification inspections results of each product and notification that the contractor’s Quality System Plan (QSP) was rated acceptable by DLA Troop Support-FTSB. The Government verification inspection may be further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best Interest of the Government.

The sampling plans switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used only by the contractors during the performance of contractor’s end item verification inspections. Producers using the switching procedures, cited in ANSI/ASQC Z1.4, during the performance of their end item inspections must train personnel and follow **all of the switching rules** cited in the standard. As indicated in the standard, the sampling scheme is a combination of sampling plans with switching procedures, and each sampling plan has its own set of rules by which a lot is to be inspected and accepted or rejected. Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each subplot during production of the lot), the subsamples must be drawn at random from the subplot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with paragraph “Operational Ration Component Lot Numbers”). All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer. The producer’s end item verification inspection results must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

E-4-H. Rework Of Nonconforming Product Pre or Post Acceptance

Rework Of Nonconforming Product: The Government QAR must be informed and provided documentation of all rework results when product is presented for Government verification inspection or prior to Government inspection as indicated below.

A. Corrective Action (Rework/Screen Inspections) Taken Prior To Government Verification Inspection (Receipt, In-Process And End-Item Inspections):

Unless otherwise specified below, all reworks and screening inspections conducted prior to the Government verification inspection do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. For reworks requiring the Government's

approval (as specified below), the contractor may submit a standard rework procedure (SRP), for certain defects, under the contractor's documented QSP section XII - Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTR, FTSB, and approved by the applicable contracting officer.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc), he has the alternative to request the Contracting Officer for a waiver for the nonconforming requirement. If the Contracting Officer approves the waiver request for a specific requirement, the written waiver approval shall be provided to the GQAR when the supplies are presented for Government Verification Inspection (the skip-lot inspection does not apply in this case). The GQAR shall only inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request nonconforming supplies to be inspected by the GQAR, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

B. The Following Reworks Must Be Coordinated With The Supervisory GQAR And Approved By The Applicable DLA Troop Support-FTR Office.

1. Insect or Rodent Infestation/Contamination: Reworks must be approved by FTR/FTSB.

2. Food Safety and Foreign Material: All corrective actions performed on product due to foreign material and/or processed/unprocessed container mix-ups must be approved by FTR. Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is presented for Government end item verification inspection. If the producer fails to provide enough information/data in the case of a deviation, the GQAR shall contact FTR for approval to proceed with the Government end item verification inspection. These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).

“Retesting/reinspection/rework of product that tested positive for food borne pathogens (salmonella, e. coli, etc.) is not authorized.”

Note: Deviations (that occur during or prior to the production of a product) from specific preparation/formulation/ingredient requirements cited in the specifications shall be submitted as a request for product deviation and must be approved and coordinated with the Specification Preparing Activity (Natick) through the applicable contracting officer.

3. Container Integrity Defects: All reworks due to container integrity defects (critical defects only) noted during the producer's end item inspection, the Government's final lot end item verification inspection, the Government's or assembler's receipt inspection, or noted when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly operation must be approved by the applicable contracting officer, unless a 100% container rework of the entire lot is conducted at source or at the assembler. All containers exhibiting the same or other container integrity defects must be removed during the 100% container rework and noted on the rework

paperwork. Reworked lots will be inspected or re-inspected, as applicable, by the GQAR at the location of the rework using the next larger sample size (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

4. Second Time Reworks: All second time reworks must be approved by the applicable FTR contracting officer.

5. Nonconformances Noted During The Government End Item Verification Inspection: All rework requests submitted for defects noted during Government end item verification inspections must be approved by the applicable contracting officer, unless exempted under paragraph 3 above.

C. Contractor's Quality History:

1. Effectiveness of corrective actions (rework/screen inspections) taken by the contractor prior to Government end item verification inspection (receipt, in-process and contractor's end-item inspections) will be determined by the results of the end item verification inspection performed by the GQAR.

Corrective actions taken to ensure compliance with the contractual requirements prior to the Government end item verification inspection will not be counted against the contractor's quality history. If product is found conforming during the Government end item verification inspection, the corrective action will be determined to have been effective. However, all requests for waivers and product deviations will be counted.

2. If product is found nonconforming during the Government end item verification inspection following contractor corrective action for the same defect (or defect category in case of critical pouch defects) for which the contractor took a corrective action, the corrective action will be determined to have been ineffective. In addition to any action taken, the contractor must reevaluate their documented QSP and/or the implemented corrective and preventive action program by an internal audit and results must be submitted to FTSB (Quality Systems Auditors). **All corrective actions (rework/screening inspections, etc.) taken by the contractor due to a Government end item verification inspection rejection will be documented in the contractor's quality history records.**

NOTE: If the contractor elects to rework nonconforming product, it must be reworked and reoffered within 30 days from date of initial rejection.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. See "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".

E-4-I. Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconform-ing Supplies

(A.) When contractor inspection or QSP, or Government verification by the QAR, reveals a process deviation or nonconforming lot, the contractor's written request for deviation, waiver, rework or reinspection of the nonconforming lot(s) must be furnished, as appropriate to the Contracting Officer and cognizant Government QAR and shall at a minimum contain the following:

1. Contractor's name and address.
2. Contract number, lot number(s), and quantity.
3. Item nomenclature and NSN, whether a component or end item.
4. Specification number, table/paragraph number, sample size, AC/REJ number(s), defect number(s), number of defects. Identify the pouch codes of defective units.
5. Classification of defects: Critical _____ Major _____ Minor _____

6. Cause of nonconformance or deviation, and corrective and preventive action.
 - a) State the root cause of the deficiency.
 - b) State the corrective action and the preventive action contractor has taken/will take to preclude recurrence.
 - c) If preventive action is not possible, state why.
7. If deviation/nonconformance is of a recurring nature, the frequency of occurrence and date/contract/lot number of last occurrence.
8. Effect on cost/price.
9. Effect on delivery schedule.
10. Full justification for request for deviation, waiver, rework or reinspection.
11. Submit in-process data (MPC,SPC) and contractor and Government end-item records for the involved lot(s). Submit retort records, copy of process schedule and letter from Processing Authority if a process deviation.
12. Applicable to the defect found or class of defects for critical defects, identify the situations where the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

(B.) When a valid technical reason for reinspection is offered and permission is granted by the PCO, the contractor shall take corrective action to eliminate the cause of the inspection revealed failure; reinspect the nonreworked lot after taking the corrective action, and evaluate the results of the initial inspection and the reinspection by means of recognized statistical methods.

1. If the statistical tests reveal no significant difference between the results of the two inspections, acceptability will be based on reinspection results. A significant difference is one that is real and not due to chance variation. Statistically, a difference which has a 0.05 probability of occurring by chance alone is usually considered a significant difference.

2. If such statistical tests reveal no significant difference between the results of the two inspections, both results will be reported to the Contracting Officer.

- A. The results of the two inspections will be averaged and acceptability will be based on whether the resulting average meets the requirement, when the requirement is an average (variable) requirement.

- B. The results of the initial (original) inspection will be the basis for the acceptability decision when the requirement is a unit (attribute) requirement.

E-4-J. Reliability Conditions

(A.) The Government may perform verification inspection (examination, testing or both) to assure that the inspection performed or certificates furnished by the contractor are reliable. Initially, the amount of verification inspection may equal the amount of inspection performed by the contractor. It is the intent of the Government to be able to rely on the contractor so that the amount of verification may be reduced accordingly. In the event the Government determines by means of verification inspection, surveillance of the contractor's inspection activity, or the submission by the contractor to the Government of nonconforming supplies that the contractor's inspection results or certificates from any plant are not reliable, the Government reserves the right to increase the rate or amount of verification inspection to

and including full lot-by-lot inspection and to charge the contractor for the costs incurred for any or all Government examinations and tests performed on supplies from the plant/plants determined to be unreliable after such time as the contractor is advised in writing of the particular inspection concerning which his unreliability is established. In addition, the Government reserves the right to sample and inspect for compliance with contract requirements all supplies produced for the Government remaining in the contractor's facilities at the time of notification in an other than reliable status, even though said supplies may have been produced prior to receipt of notification. It is to be especially noted that the Government is contracting for a complete and reliable inspection system as well as a product conforming to all requirements of the contractual document(s). When any element of the contractor inspection system (a particular test or examination of the end item or component) has been determined to be unreliable, the Government reserves the right to consider the inspection system as a whole unreliable, and to return to full lot-by-lot verification (and charge therefore) for each and every examination and test. Examination and testing by the Government and charges to the contractor will continue until such time as the contractor's reliability is again established to the satisfaction of the Contracting Officer. Evaluation of contractor's examination results and review of test results will be accomplished by the Government Quality Assurance Representative (GQAR). Final evaluation of contractor's test results will be accomplished by the applicable DLA Troop Support Operational Rations Office and DLA Troop Support-FTSB, Subsistence Supplier Operations Directorate.

(B.) The GQAR may perform verification inspection on any of the lots presented by the contractor to determine if the inspection results reported by the contractor are a reliable indication of product quality. Verification inspection results may be compared with product acceptance criteria set forth in the contract and/or with contractor inspection results for the purpose of determining if verification inspection performed by the GQAR may be reduced. This reduction in Government verification inspection may be effected through less frequent inspection (skip lot/modified skip lot), reduced severity of inspection, or both. Contracting Officer's approval must be section obtained before switching the degree of inspection severity to reduced inspection even though all criteria have been met. .

(C.) Unless otherwise specified in the contract, verification inspection performed by the GQAR will be in accordance with the specification Quality Assurance Provisions regardless of any approved alternative procedures employed by the contractor.

(D.) Unless otherwise specified, when the contractor inspection results have been determined to be unreliable, the next determination as to reliability will be made:

1. For examination characteristics. After the production and examination of not less than three or more than five lots.
2. For test characteristics. After six day's production or after the number of days necessary to produce and test six inspection lots, whichever is greater.

NOTE: During the period the contractor's test system is considered unreliable, supplies will be accepted or rejected on the basis of Government laboratory test results.

3. For Certificate of Conformance. After two inspection lots of component items, except that return to a reliable status will be based on conformance of a component item to requirements if inspection results are not submitted by the contractor.

(E.) After a contractor has been notified that his inspection system has been found to be unreliable, the status or unreliability will continue until the Government notifies the contractor that a reevaluation has been completed and the results indicate that the inspection system is considered as regaining a reliable status. In addition to the requirements in the immediately preceding sub-paragraphs (D) 1, 2, or 3, time will be required by the Government to review the contractor's results by the evaluators, complete verification inspection, perform statistical analysis, and to notify the contractor. The contractor will be

charged for costs incurred by the Government for inspecting lots (including costs associated with sampling) used for evaluating reestablishment of an acceptable inspection system status.

(F.) Whenever considered necessary as an aid in determining reliability of contractor inspection, the Government will determine, by the use of recognized statistical methods, if there is a significant difference between inspection results furnished by the contractor and the results of verification inspection.

(G.) Supplies, which have been found nonconforming by the contractor, may be subjected to special Government verification examination of the lot or lots in question. The verification examination results for each such lot so selected will be compared with the contractor's results using the lot-by-lot comparability determination procedure for reliability only and shall not be used for acceptance or rejection of production lots.

(H.) In the event the Government elects not to perform verification inspection prior to delivery and acceptance, payment will not be delayed provided the contractor's inspection results indicate the end item and components (including packaging, unitization, packing, labeling and marking materials) conform to the specification requirements, and further provided that said results are presented in the manner prescribed herein.

(I.) Normally, verification inspection will be performed on a stationary lot basis, regardless of physical location, at any time prior to acceptance. Warehousing charges for labor, reconditioning, and any other such costs incident to sampling for examination and/or testing will be borne by the contractor, except when examination is performed at a point other than the premises of the contractor, sub-contractor or contractor's freezer or warehouse.

(J.) Conformance of supplies, or parts thereof, will be determined in accordance with the applicable specification tolerances, acceptable quality levels and sampling procedures contained in the contract except as provided herein. At destination, the original inspection lots need not be reconstituted. For sampling purposes, supplies delivered under the contract may be grouped to form lots. The size of the sample will be determined by the sampling procedures specified in the contract for the quantity of supplies on which action is proposed. Whenever the contract does not provide criteria to determine the number of sample units, the number of containers selected for appropriate number of sample units, the number of containers selected for sampling will be the square root of the number of containers in the lot. Frozen product may be inspected for determination of compliance with all terms of the contract. If necessary, the product or samples, as appropriate, may be defrosted to the extent required to accomplish this inspection. At origin, the contractor will employ a procedure for identifying the inspection status of material before, during, and after processing.

(K.) The contractor's inspection system will be considered unreliable if a statistical comparison of contractor and Government inspection results indicates noncomparability. The noncomparable status will serve to notify the contractor of the significant disparity between the Government verification results and the contractor's results without either result indicating nonconformance. The Contracting Officer and/or GQAR will notify the contractor when his inspection system is considered unreliable and change inspection system status to unreliable. The Contracting Officer and/or GQAR will notify the contractor of any change in the inspection system status and of all reevaluations, whether or not a change in the inspection system is applicable.

(L.) The contractor's inspection system will be considered unreliable when the Government inspection results indicate nonconforming product and a significant difference is observed between the contractor and verification inspection results. The Contracting Officer and/or GQAR will notify the contractor of any change in the inspection system status and of all reevaluations, whether or not a change in the inspection system is applicable.

(M.) Standby inspection samples. The Government reserves the right to withdraw and hold, for inspection purposes, standby samples of components or finished products or both. Samples not used will be returned to the contractor.

(N.) The contractor may be liable for certain inspection costs for examination or tests (for end item or components, separately) performed by the Government.

(O.) When the contractor is liable for costs, as defined by this contract, the following will apply:

1. The GQAR will notify the contractor in writing when the contractor's inspection system is determined to be unreliable. A copy of this letter containing the reason(s) for such determination will be forwarded through the appropriate CQAE(s) to the PCO(s). During the period of unreliability, the GQAR will submit weekly reports of applicable inspection costs, including travel expenses, through the CQAE(s) to the PCO(s) for review and collection. Inspection costs will be computed at the rate of \$35.00 per hour. Hours will be computed based on total hours for all inspectors used to perform inspection (i.e., three inspectors at three hours each = nine hours total). Actual travel expenses will be determined in accordance with applicable travel regulations. Upon reestablishment of reliability the GQAR will notify the contractor in writing and submit a copy of this letter, along with a final report of examination costs, through the CQAE(s) to the PCO(s). The contractor may appeal the assessment of examination costs in writing to the PCO stating full justification to refuse these costs. The PCO will provide a written decision on the appeal to the contractor. Assessment of examination costs will be based upon the dates of GQAR notification to the contractor.

2. The contracting officer will notify the contractor in writing when the contractor's test system is determined to be unreliable. The GQAR and the DLA Troop Support Quality Assurance will report applicable costs/charges related to Government sampling and testing to the contracting officer for collection.

3. Costs devoted to actual travel time will be computed at the current authorized hourly rate, computed to the nearest quarterly hour increment.

4. Laboratory testing costs will be assessed at the rate of \$25.00 per hour.

5. Warehouse cost. Warehouse labor costs as reported by destination will be assessed at cost.

6. Miscellaneous expenses. Related expenses which can be reasonably computed will be assessed at actual cost.

7. Administrative costs. To the direct costs which are considered assessable, additional assessments will be added, based on the following charges to cover administrative costs which have been incurred by the Government in the review and assessment of actual costs.

A. An administrative charge of \$10.00 if actual charges do not exceed \$25.00 per reliability determination.

B. An administrative charge of \$10.00 if actual charges exceed \$25.00 but do not exceed \$50.00 per reliability determination.

C. An administrative charge of \$15.00 if actual charges exceed \$50.00 but do not exceed \$75.00 per reliability determination.

D. An administrative charge of \$20.00 if actual charges exceed \$75.00 per reliability determination.

NOTE: The above administrative charges do not include the cost for processing a contract modification.

8. The contractor shall be liable for Government costs (i.e., man- hours, travel, per diem, administration, etc.) incurred as a result of the failure of the contractor to notify the inspection service of change(s) in production schedule. Costs will be computed and reported by the GQAR as detailed above.

E-4-K. Commingling of Lots

E-4-K-1. In order to facilitate lot traceability at the assembler's plant, the following is required (GFM and CFM):

- (1.) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc) and/or as authorized by the Contracting Officer.
- (2.) Each shipping case shall normally contain only one manufacturer's lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within. See the following sub-paragraph entitled "Mixed Code Lots" for exception.
- (3.) Each unit load shall contain only one production lot, as a rule. However, when a partial unit load remains at the end of a production day, the contractor is permitted to complete the unit load with another lot's material. In this instance a unit load may consist of two lots to facilitate shipment.
- (4.) When two lots are incorporated on one pallet, the lots shall be distinctly separated by the use of paper or other material suitable for this purpose. When this occurs, the contractor shall affix a unit load placard on two adjacent sides of the unit load, identifying each lot number on the load and the quantities of pouches/items within each lot.
- (5.) Assemblers shall assemble one (1) component lot at a time, i. e., one (1) component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow.
- (6.) Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250. Thermostabilized items, water activity stabilized items and cheese spread shall also cite subcodes delivered.

E-4-K-2. Mixed Code Lots

In addition to the above, the following requirements shall apply to the shipment of "mixed code lots":

- (1.) A "mixed code lot" is defined as a lot consisting of small quantities of components representing different lots. These components usually accumulate as the result of sampling for the purposes of incubation, USDA standby samples or for similar reasons.
- (2.) Unit loads containing mixed code lots shall be identified by the use of unit load placards. The placards shall list all the lots and the quantities of pouches/items within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers and corresponding lot quantities shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250.
- (3.) Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.
- (4.) When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot, a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

E-4-K-3. Split Lots

Origin manufacturers have the choice of shipping an entire shift's production equaling one lot as follows:

- (1) The entire lot shall be shipped to only one assembler and received in accordance with the applicable Quality Systems Plan.
- (2) Whole lots may be split in two (2) portions for separate shipments.
 - (a) Split lot shipments may be shipped to more than one (1) assembler but not more than two (2) assemblers.
 - (b) No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.
 - (c) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.
 - (d) The origin manufacturer assumes full liability for both portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, both portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portion, regardless of where the product was assembled.
 - (e) Associated lot shipping documentation will reflect split lot status, original lot quantities, and receipt inspection results.
 - (f) Both portions of all split lots will be stored in approved facilities only.

E-5. FAR and DLAD Clauses

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (APR 2008) DLAD

The contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 USC 45 et seq) and the Federal Food, Drug and Cosmetic Act (21 USC 301 et seq), as well as other federal or state laws and regulations promulgated pursuant thereto.

52.246-9023 GENERAL INSPECTION REQUIREMENTS (SEP 2007) DLAD

(a) Inspection.

(1) The contractor shall employ the services of the U.S. Department of Agriculture (USDA), Grain Inspection, Packers and Stockyard Administration (GIPSA) or Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity. The contractor shall furnish the government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers, and referenced specifications). Offerors may contact the appropriate government office to discuss inspection procedures prior to submitting offers, however, nothing provided thereby shall be

construed to alter the applicable specification in any manner or reduce the responsibility of contractor to comply with such specifications.

(2) The contractor shall take action to correct or replace nonconforming supplies.

(3) The government shall perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform with contract requirements, the inspector shall report the findings of his inspection to the appropriate DLA Troop Support office (Operational Rations Division, Garrison Feeding Division, Produce Division, Supplier Support, etc.). The applicable DLA Troop Support office shall report the findings to the contracting officer or the ordering officer, who shall in turn notify the contractor.

(4) Supplies will be rejected when any evidence of insect activity (live or dead in any stage of development) or rodent activity/contamination is found in or on product, packaging, packing or unitization.

(5) Nonconforming supplies rejected at origin will not normally be accepted by the government. However, the contractor may elect to petition the contracting officer in writing to grant a waiver of the contract requirements for which supplies have been found nonconforming, and to accept the supplies "as is" with appropriate price consideration.

(6) The contractor shall furnish all inspection gauges, instruments, scales, tools or other material required by the designated government inspection activity to complete the necessary inspection. The government inspector will insure that the contractor has had such gauges, instruments, scales, tools, or other material required to complete inspection properly calibrated and, if necessary, certified. When required by the contract/solicitation the government inspector will collect insect specimens from plant production and storage areas and submit the specimens to the nearest military entomological laboratory for identification. When the collection of insects is required, the contractor shall be responsible for supplying and installing specified insect monitoring devices required to accomplish this task.

(b) Standby Test Samples.

The government reserves the right to withdraw and hold standby samples of components or finished products or both (quantity of which shall be not more than twice that required by the specification) for inspection purposes. Samples not used shall be returned to the contractor.

(c) USDA and USDC Certificates.

(1) Inspection by USDA, AMS, Fruit and Vegetable Division, Poultry Division or Dairy Division: When DD Form 250, Material Inspection Receiving Report (MIRR), is not used, the contractor shall obtain official USDA inspection certificate, which shall:

(i) Contain the following statement in the grade section of the certificate:

(A) Supplies listed hereon conform to all quality requirements of the contract.

(B) Container condition meets all requirements of the contract.

(C) Visual examination indicates conformance to packaging, packing, unitization, labeling and marking requirements of the contract.

(ii) Indicate that supplies shipped are those inspected. This may be satisfied by means of one of the following:

(A) Each primary container must be embossed, stamped or stenciled with a code mark prior to inspection, which corresponds with the code marks listed on the USDA grade certificate.

(B) The USDA grade certificate bears a statement that all of the shipping containers comprising the inspection lot have been stamped with the official USDA stamp impression.

(C) The USDA certificate of loading, if issued, bears a cross-reference to the applicable USDA inspection document.

(iii) Indicate that the contractor has furnished a certificate of conformance for packaging, packing, labeling, marking and unitization materials.

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 700 Robbins Avenue, Philadelphia, PA 19111 in accordance with FAR Clause 52.246-15.

(v) Indicate the applicable contract or order number.

(2) Inspection by USDA, AMS, Livestock, Meat, Grain and Seed Division: For all shipments, whether DD Form 250 (MIRR) is required or not, the contractor shall obtain a USDA agricultural products acceptance certificate (Form LS 5-3), which shall contain the information specified in paragraph (c)(1). The contractor shall also include the applicable lot number(s).

(3) Inspection by USDA, GIPSA, Field Management Division: When DD Form 250 (MIRR) is not required, the contractor shall obtain an official USDA inspection or examination certificate, as appropriate. In addition to the entries required by the GIPSA, the certificate shall contain the following certification: "Supplies listed hereon conform to all quality and condition requirements of the contract".

(d) Distribution of Certificates.

Copying machine duplicates of USDC certificates and USDA certificates other than USDA Form LS 5-3 are not acceptable. Copying machine duplicates of USDA Form LS 5-3 are acceptable only as provided in paragraph (2) and (3) below. Copying machine duplicates of the original signed DD Form 250 are acceptable. In addition to the prohibited use of copying machine duplicates, USDC certificates must also be embossed with the official seal of the USDC. The contractor shall distribute certificates as follows:

(1) When DD Form 250 (MIRR) signed by the inspector is provided, a copy of the USDA/USDC inspection certificate need not be furnished to the designated paying office. (Exception: When the contract or specification provides for acceptance of product with a price adjustment to the contractor's invoice, e.g., excess fat in ground beef, the original signed USDA/USDC inspection certificate must be attached to the top of the commercial invoice which is submitted to the designated paying office.)

(2) When DD Form 250 (MIRR) is not required, the original signed USDC inspection certificate or USDA inspection certificate other than USDA Form LS 5-3 must be attached to the top of the commercial invoice, which is submitted to the designated paying office. When the services of the USDA, AMS, Livestock, Meat, Grain and Seed Division are employed, the original signed USDA Form LS 5-3 or a copying machine duplicate of the original form LS 5-3 with an original signature must be attached to the top of the commercial invoice which is submitted to the designated paying office.

(3) As appropriate for any shipment, one blue or green signed copy of the original USDA Fruit and Vegetable Division certificate; one green or yellow carbon copy of the original signed USDA, AMS Dairy Division or Poultry Division certificate; one copy of the original signed USDA, GIPSA or USDC certificate; one copy of the original signed USDA Form LS 5-3 or a copying machine duplicate of the original USDA Form LS 5-3 with an original signature shall accompany each shipment to each destination and be marked ATTN: Subsistence Inspector.

(4) In the event the contractor does not include appropriate certificate(s) with each shipment to each destination as required, the government reserves the right to arrange for government grading/inspection and certification at destination at the contractor's expense.

(e) Lot Identification.

The contractor shall code or distinctively mark by embossing, stamping, printing or stenciling each shipping container for every lot of supplies offered for acceptance so as to identify the lot from any other lot produced by the contractor. Under both in-process (on line) and stationary lot inspections, the

maximum lot size, unless otherwise specified in the contract, shall be defined by the assigned inspection agency.

(f) Particular Inspection Requirements.

(1) Primary Containers: Examination of primary containers for external condition and labeling shall be in accordance with the U.S. standards for condition of food containers, except that when requirements are contained in the specification, examination shall be performed in accordance with that specification. When additional requirements are specified in the specification, examination for these requirements shall be in accordance with the specification.

(2) Unit Loads: Examination of unit loads shall be in accordance with MIL-L-35078.

(3) All Other: Examination shall be in accordance with the specification.

52.246-9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS (APR 2008)

DLAD

Optional Contractor Testing of Contractor Furnished Materials.

(a) Option Statement.

To expedite shipment, the contractor has the option to perform or have performed by an independent laboratory, contractually required tests of end item or component material not specified by the U.S. Standards of Grade. The inspector for the government agency having jurisdiction upon ascertaining compliance may permit shipment, provided all other requirements of the contract are met. The designated government inspector will select random samples of each lot of end items or component material for verification testing until contractor's testing system is determined reliable. It is the intent of the government to rely on the contractor's test results and minimize government verification testing.

(b) Compliance of Product.

Acceptance of material as complying with required characteristics shall be based on the contractor's test results provided that government verification indicates contractor's test system is reliable as to each of the required characteristics. Where the contractor's test system is determined unreliable, product compliance will be based solely on government test results. In the event that the government detects irregularity in contractor's testing system, the designated government inspector may withhold approval until government test results indicate product conformance to contract requirements. For First Strike Ration (FSR) items, if government laboratory test results show that product is nonconforming, although previously approved by the government inspector, the product shall be withheld from final assembly and subject to return and replacement by the component contractor.

(c) Reliability Conditions.

(1) The contractor's testing system will be considered reliable as long as its test results are comparable to the government test results unless the government agency having jurisdiction has inspected the item produced at the contractor's plant within the previous 120 days, the inspector will select random samples of the first three lots of end items reliable, the government inspector will sample product for verification testing on a skip-lot basis. Unless otherwise required by DLA Troop Support or the inspection activity, skip-lot verification shall be done by random selecting not less than one lot in six consecutive lots presented for inspection of a specific item. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent inspection. For instance, starting with a group of six lots (i.e., 1-6), randomly select one of them for inspection. If lot 4 were selected, the next lot would be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 were chosen at random, the next selection would be from lots 9, 10, 11, 12, 13, or 14, and so on.

(2) Contractor's testing system will be considered unreliable when the government verification results indicate product nonconformance to contract requirements and a significant disparity exists between government laboratory results and contractor's testing results. When a contractor's test system is determined to be unreliable, compliance testing will revert to the government. Items must be government inspected prior to shipment.

(3) Contractor's testing system will be considered doubtful when a significant disparity exists between government laboratory results and contractor's test results and the former indicates significantly poorer quality than the latter; however, the government laboratory test results do not indicate product nonconformance to a statistically significant degree. When the contractor's testing system is considered doubtful, verification testing will be performed on each lot produced. However, the government will continue to permit the contractor to ship based on its own test results.

(4) Contractor testing system reliability will be determined by applying recognized statistical tests to the contractor's and government's test results.

(5) The contracting officer will notify the contractor of any change in reliability status. Notification will include details of the statistical determinations and test results used in reliability studies. Telephonic notification and copies of these determinations will be provided to the government by DLA Troop Support-FTR.

(d) Procedures.

When the contractor elects to perform testing, the following shall apply:

(1) Reporting of Contractor's Results. Test reports for each lot of end item and components shall be submitted in the format contained in this clause by the contractor in an original and one copy to the designated government inspector. Government verification testing shall be withheld, at a minimum, until the contractor's completed inspection/test results are presented to the Government. The GQAR shall review the certification and test report submitted by the supplier to ensure accuracy and contractor's conformance with contractual requirements prior to initiating any Government verification testing.

(2) Verification Actions. The government shall perform verification testing for food items and component material required by the contract to assure that the contractor's testing results are reliable. Verification samples will be accompanied with a DD Form 1222, request for and results of tests. Copies of the results of testing performed by the government shall be given to the government inspector by the government laboratory that performed the tests. The results of nonconforming lots will be faxed to DLA Troop Support-FTR, (215-737-4115). The government reserves the right to increase the rate or amount of verification testing to and including full lot-by-lot testing, in the event the contractor does not furnish reliable test results or certificates, or to obtain additional data when significant disparities exist between the contractor's results and the results of the government laboratory. When any element of the contractor testing system is determined unreliable, the government may consider the testing system as a whole unreliable, and return to full lot-by-lot verification for each and every test. Testing by the government will continue until such time as the contractor's reliability is again established.

(3) Standby Test Samples. The government reserves the right to withdraw and hold standby test samples of component or finished product or both (quantity of which shall be the next larger available sample size required for unit testing and the same sample size required for composite testing) for inspection purposes. Unused samples will be returned to the contractor.

(e) Charges Applicable to Unreliable Test Status.

The prime contractor will be charged the costs of lot-by-lot inspection during the period that its test system status is considered unreliable. These charges will be processed by and approved by the contracting officer.

(f) Format for Contractor/Subcontractor Test Report.

- Name & Address of Contractor:
- Name & Address of Subcontractor: (if applicable)
- Received for Testing: (date)
- Contract Number:
- Sample Tested: (end item or component, indicate by name)
- Quantity Tested:
- Applicable Specification:
- Identification of Lot: (end item or component lot number, as applicable)
- Quantity in Lot: (units)
- Testing Completed: (date)

Test Report

(Report test results for each sample unit tested and the sample average, if required by the specification, and identify results obtained from composite samples.)

(Typed name and title of laboratory official and signature)

The following certification shall be affixed to the test report when testing was performed on component item by supplier’s laboratory or by subcontractor’s laboratory.

Certification

I certify that the above test results were furnished to this firm to cover the testing of samples which are Xrepresentative of the lot, and to the best of my knowledge and belief, have been found to comply with the analytical requirements of the specification, contract no. _____

Signature: _____

(typed name and title of contractor’s representative who is authorized to sign the certificate, and the date)

The following certification shall be affixed to the test report when testing was performed on component and/or end item by contractor’s laboratory or an independent laboratory.

Certification

I certify that the item presented for acceptance under terms of above referenced contract has been tested, as required by the contract, through the testing of samples that were representative of the lot, and to the best of my knowledge and belief, were found to comply with the analytical requirements of the specification and the contract.

Signature: _____

(typed name and title of contractor’s representative who is authorized to sign the certificate, and the date)

Distribution:

(Original to government inspector. Copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

52.246-9025 REINSPECTION OF NONCONFORMING SUPPLIES (APR 2008) DLAD

(a) When origin inspection is performed by the U.S. Department of Agriculture or U.S. Department of Commerce and supplies are found to be nonconforming at origin, the contractor may request USDA/USDC reinspection/formal review in accordance with the regulations of the respective agency. In such instances, the next larger available sample size will be used. The decision of the USDA/USDC

representative as to conformance or nonconformance shall be final. It will be within the discretion of USDA/USDC whether to assess reinspection costs against the contractor.

(b) When origin inspection is performed by the USDA or USDC and supplies are found to be nonconforming at destination, the contractor may petition the contracting officer to obtain permission for a single reinspection, provided such petition provides valid technical reasons to believe the destination inspection findings were erroneous. The reinspection shall be performed in accordance with the original destination inspection criteria unless otherwise specified by the contracting officer.

(1) Reinspection of nonconforming supplies for grading factors, suspicion of fraud or substitution shall be conducted by the applicable origin inspection agency (USDA for meats and poultry, or USDC for waterfoods). All costs associated with USDA/USDC reinspection shall be

borne by the contractor unless the reinspection results establish compliance with contractual requirements, in which case costs shall be borne by the government.

(2) Reinspection for all other criteria shall be accomplished by the Military Medical/Veterinary Services, as coordinated by the contracting officer with the applicable Military Medical/Veterinary Service Headquarters. The Military Medical/Veterinary Service Headquarters will designate the activity assigned to perform the reinspection and advise the contracting officer and the designated activity of the reinspection schedule. Reinspection shall be performed by personnel other than those involved in the original destination inspection. Reinspection costs shall be borne by the contractor when reinspection results substantiate the nonconformance. The government shall bear the costs of reinspection if the products are in compliance with contractual requirements.

(c) When inspection by the USDA or USDC is not a contract requirement and supplies are found nonconforming at destination, the contractor may petition the contracting officer one time only to obtain permission for a single reinspection provided such petition provides valid technical reasons to believe the original inspection findings were erroneous. If the contracting officer authorizes a reinspection, the reinspection results shall be final if they differ from the original inspection to such a statistically significant degree that error in the original results is probable. Otherwise, the original inspection results shall prevail. The reinspection/formal review shall be performed in accordance with the original inspection criteria, unless otherwise specified. All costs associated with the reinspection shall be borne by the contractor unless the reinspection results establish compliance with the contract requirements in which case costs shall be assumed by the government. Reinspection shall not be authorized when original inspection findings show that the supplies are unwholesome or contain a deleterious substance.

(d) The contractor may elect to petition the contracting officer to grant a waiver of those contract requirements for which supplies have been found nonconforming and accept the supplies "as is" with appropriate price consideration. However, if the contractor intends to exercise any option under (a), (b) or (c) above, the contractor must do so prior to requesting a waiver. The denial of a waiver by the contracting officer will result in final rejection of the nonconforming supplies without recourse to reinspection.

NOTE: If there is any discrepancy between this clause, 52.246-9025 Reinspection of Nonconforming Supplies (APR 2008) DLAD, and the Section E clauses entitled "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance", the requirements of "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance" shall take precedence.

After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

52.246-9013 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (SEP 2007) DLAD

When required, the contractor will select samples of end items or components or both for contractor examination or testing as required by the item specification or other contract provisions. In addition, the government may select samples of end items or components or both at origin for the purpose of conducting required inspection. The government may use, consume, destroy or retain said samples at its option. Notwithstanding any other provision of the contract, the contractor shall bear the cost of contractor and government samples selected at origin, whether the supplies are accepted or rejected. Furthermore, unless otherwise specified, any sample unit which is altered as a result of the performance of any required examination or test so as to no longer meet the required characteristic of the component or end item, shall not be included as part of the supplies delivered under the contract. Examples of such alteration include, but are not limited to, cutting an item to remove a slice or observe internal surface characteristics, procedures requiring re-canning/re-cooking of the product, thawing and refreezing.

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

As prescribed in 46.315, insert the following clause in solicitations and contracts for supplies or services when the conditions in 46.504 apply:

Certificate of Conformance (Apr 1984)

- (a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.
- (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- (c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
- (d) The certificate shall read as follows:

I certify that on _____ [*insert date*], the _____ [*insert Contractor's name*] furnished the supplies or services called for by Contract No. _____ via _____ [*Carrier*] on _____ [*identify the bill of lading or shipping document*] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: _____

Signature: _____

Title: _____

52.211-9046 FDA COMPLIANCE (APR 2008) DLAD

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

52.246-9044 SANITARY CONDITIONS (AUG 2008) DLAD**(a) Food Establishments.**

(x) (1) establishments furnishing food items under DLA Troop Support contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

() (1) establishments furnishing food items under DLA Troop Support contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces

Procurement” if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the “Directory of Sanitarily Approved Food Establishments”.

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the “Meat and Poultry Inspection Directory”, published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the “List of Plants Operating under USDA Poultry and Egg Grading Programs” published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the “Meat and Poultry Directory” published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(iv) Fish and fishery products from establishments listed in the “Approved List--Sanitary Inspected Fish Establishments”, published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers”, published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the “Grade ‘A’ Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service”, Public Health Service Publication No. 229.

(vi) “Dairy Plants Surveyed and Approved for USDA Grading Service”, published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists”, published by the U.S. Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the “Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement”, or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Fruits, vegetables and juices thereof.

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(iv) foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

(4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command “Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement”, bearing labels

reading "Distributed By", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (AUG 2008) DLAD

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the

remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled “disputes”.

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

52.246-9003 MEASURING AND TEST EQUIPMENT (Jun 1998) – DLAD

Notwithstanding any other clause to the contrary, and/or in addition thereto, the contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with ISO 10012-1 or ANSI/NCLS Z540-1.

52.246-9004 PRODUCT VERIFICATION TESTING (Jul 2008) - DLAD

(a) References: The applicable documents are the issues of Federal Acquisition Regulation (FAR) clause 52.246-02, “Inspection of Supplies-Fixed Price,” and ANSI/ASQC Z1.4, Sampling Plan and Tables for Inspection by Attributes, which are in effect on the date of solicitation for awards resulting from Invitation for Bids and the date of award for all other contractual actions. These documents form the basis for the Government’s right to perform product verification testing (PVT) of this product. FAR 52.246-02 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.

(b) The contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of this contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(c) On any given contract, the Government may require PVT through a Government designated testing laboratory on the contract or production lot at Government expense. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. When material under the contract is designated by the Contracting Officer/Administrative Officer for each test, the Government inspector will select a random sample from the contract or production lot, and send the samples to a designated laboratory for testing. Where origin inspection is specified, the Contractor agrees to make available, at the Government’s request, at the manufacturing facility, subcontracting facility, and/or final point of inspection, the quantity selected by the Contract Administrative Office Quality Assurance Representative to verify that the entire lot tendered meets the requirements of the contract. the Government shall be permitted to select such samples at random from the production lot tendered for acceptance.

(d) [This subparagraph pertains only to contracts and bilateral purchase orders.]

(1) The PVT samples will be sent, by the Government at Government expense, to a Government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 working days of receipt of the samples by the Government. If the Government fails to act within the period set forth herein for notification, the contracting officer shall, upon timely written request, equitably adjust, under the Changes clause of this contract, the delivery or performance dates and/or the contract price and any other contractual terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after the receipt of the PVT test results.

(2) The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVT testing. Any defects found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT testing. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. In such case, the Government reserves all rights to remedies to which it is otherwise entitled by law, regulation, or this contract.

(e) [This subparagraph pertains only to unilateral purchase orders.]

(1) The PVT samples will be sent by the Government and at Government expense, to a Government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 days after receipt of the samples. If the Government fails to act within the specified time period set forth herein for notification, the contracting officer shall, upon timely written request from the contractor, incorporate FAR clause 52.243-1, "Changes-Fixed Price," into the purchase order, and equitably adjust the delivery or performance date and/or the price and any other terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after the PVT test results.

(2) The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVT. Any defects so found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order.

E-6. Inspection and Acceptance at Origin (Ration Assembly)

52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (AUG 2007) - DLAD

(a) Inspection and Acceptance are at Origin.

(b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

(c) The Offeror shall indicate below the location where supplies will be inspected:

Supplies:

Plant: _____ Cage Code: _____

Street: _____

City/St/Zip: _____

Applicable to clin(s): _____

(d) The Offeror shall indicate below the location where packaging will be inspected:

Packaging:

() Same as for supplies

or,

Plant: _____ Cage Code: _____

Street: _____

City/St/Zip: _____

Applicable to clin(s): _____

(e) For CLIN(S) described by manufacturer's name/code and part number:

(1) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and ensure that item will serve its intended purpose by performing examinations and tests to

determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(2) The word "manufacturer" means the actual manufacturer of each CLIN. The Government's Quality Assurance Representative may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to ensure that a domestic product is being supplied.

(f) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing), the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

(g) Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

SECTION F – DELIVERIES/PERFORMANCE

The following clauses are incorporated by reference:

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

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

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

52.246-9020 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (APR 2008) DLAD

52.247-29 F.O.B. ORIGIN (FEB 2006) FAR

52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS—SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (FEB 2006) FAR

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR

52.247-59 F.O.B. ORIGIN—CARLOAD AND TRUCKLOAD SHIPMENTS (APR 1984) FAR

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL PACKAGE SHIPMENTS (JAN 1991) FAR

52.247-9029 SHIPPING INSTRUCTIONS (APR 2008) DLAD

The following clauses are incorporated in full text:

52.247-1 Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the _____ [*name the specific agency*] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be: Transportation is for the _____ [*name the specific agency*] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. _____. This may be confirmed by contacting _____ [*Name and address of the contract administration office listed in the contract*].

(End of clause)

F-1 Item 0001 FSR Assembly:

F.O.B. Origin terms are applicable. Inspection and Acceptance shall be at origin. Destination locations shall be forwarded from DLA Troop Support via the basic contract/delivery orders or subsequent contract diversion modifications. Contractor shall coordinate with DLA Distribution Center regarding issuance of Government Bills of Lading (GBLs) and Commercial Bills of Lading (CBLs) and scheduling of shipping containers/vans/trucks, etc. DLA Distribution Center is responsible for issuing transportation with carriers.

F-2 GFM Component Items:

Advance Notice of Shipment – GFM contractors shall provide Notice of Shipment to the assembly destinations to include the scheduled delivery date, the item nomenclature, the lot number and quantity being shipped. Such information shall be provided via facsimile or through the use of wide area work flow (WAWF).

F-3 Electronic Transmissions:

It is anticipated that the shipping and receipt of GFM components will be done electronically as follows: In accordance with DFAR clause 252.246-7000, Material Inspection and Receiving Report (MIRR), GFM contractors will transmit their MIRR (DD250) via Wide Area WorkFlow – Receipt and Acceptance (WAWF-RA). Upon acceptable inspection by the Government source inspector at the GFM manufacturer an email transmission will be sent to the destination inspection and acceptance authority(s) advising for the shipment. It will be the responsibility of the destination FSR assembly inspector and acceptance authority () to input and transmit such inspection and acceptance of the GFM shipment via WAWF-RA. This electronic process replaces the prior process using paper DD250s.

52.211-9020 Time of Delivery - Accelerated Delivery (Jun 2008) - DLAD

Unless otherwise authorized in the award, accelerated delivery is acceptable only if there is no additional cost or obligation to the Government for accelerated delivery.

(End of Clause)

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

.05 Percent increase

0 Percent decrease

This increase or decrease shall apply to cases of the First Strike Ration.

(End of clause)

52.211-9026 Delays In Shipment Of Products Requiring USDA Laboratory Analysis (SEP 2007) – DLAD

The specifications of this contract require a USDA Laboratory Analysis of samples of the product to be delivered. Offerors should consider this requirement when submitting offers so that appropriate consideration is given to planning production schedules. If there are delays in performing the USDA analysis of the samples, or if there are delays in receiving the USDA analysis due to the postal service, the contractor shall so notify the contracting officer. An extension in shipping time may be authorized when the conditions of (a) below, and if applicable, (b) below are satisfied.

(a) When all production lots intended in offered units were produced at least 12 calendar days in advance of the required delivery date (RDD) specified in the contract, and the laboratory results for the samples taken from these production lots are not made available to the contractor by the estimated shipping date (defined as date scheduled to ship in order to meet the RDD), the RDD will be extended by that number of days that receipt of the results by the contractor exceeds the estimated shipping date. (The adjusted RDD will be computed beginning with the day following receipt of the analysis from the USDA Laboratory.)

EXAMPLE:

RDD	Shipping Date	Receipt of Analysis	Adjusted RDD
30 Nov	27 Nov	28 Nov	1 Dec

b) If provisions in (a) above are met and the contractor elects to use a reserve sample for any production lot, an added extension to the RDD will be made on the formula provided above when the following conditions are met:

(1) The contractor notifies the USDA Inspector to mail the reserve sample within one day after the contractor is notified of results on the original sample (if notification is received on Saturday, the reserve sample is to be mailed no later than the next business day), and

(2) The reserve sample is in compliance with specifications.

(End of clause)

52.211-9062 Delivery Requirements (Sept 2009) - DLAD

a.) The government will insist on delivery in strict accordance with the contractual delivery schedule. The dates specified for delivery are the dates required for arrival of the supplies at destination. When transportation terms are F.O.B. Origin, in order for this delivery to be satisfied, the contractor should release shipment to the carrier 15 days prior to the date shown in the schedule.

b.) When DLAD clause 52.211-9020 entitled "Time of Delivery-Accelerated Delivery" applies, the contractor may delivery any time prior to, but no later than the specified delivery date as defined in paragraph (a) above.

c.) If accelerated delivery is not authorized, i.e. DLAD 52.211-9020 is not included in the award, the contractor may deliver as follows without prior authorization of the contracting officer:

1.) For an F.O.B. Origin award, contractor may release the shipment 15 to 30 days prior to the delivery date cited in the contract.

2.) For an F.O.B. Destination award, contractor may deliver up to 15 days prior to the scheduled delivery date.

(End of clause)

52.247-9018 Utilization of Containers (Seavans) for Export Shipments (SEP 2007) – DLAD

(a) The government reserves the right, where the origin points of successful offerors permit containerized shipments, to direct any or all shipments on contracts resulting from this solicitation to be made in containers.

(b) The responsible transportation officer may direct container shipments on awards providing for delivery F.O.B. origin.

(c) Only the contracting officer is permitted to direct thru-container movement on F.O.B. destination offers or awards. When container shipment is directed, the government will bear the transportation costs. In such event, the offer/contract price of the supplies shall be reduced as follows:

(1) Shipments planned for transport by contractor-owned or leased truck(s), and so certified by the contractor, shall be reduced in contract price by an amount equal to 70% of the lowest applicable rate(s) published in common carrier tariffs as of the date of shipment

(2) Shipments planned for transport by common or contract carrier shall be reduced in contract price by the applicable published tariff rate(s) for commercial shipments by common carrier, or by the transportation rate(s), if any, agreed upon between the contractor and his carrier and which would have been payable.

(d) The conversion of F.O.B. terms will be by contract modification. However, the government further reserves the right to award any resulting contracts on the basis of an origin container movement where available container service is established before award at the origin point of a successful offeror. The contract price for such award will be that price adjusted downward on the basis set forth in paragraph (c) above.

(e) When thru-container movement is directed, the responsible government transportation officer (after coordination with the contractor) shall order the container(s) from the carrier for stuffing by the contractor, and furnish partially prepared government bills of lading (GBLs) or partially prepared transportation control and movement documents (TCMDs), and partially prepared seavan consists, DD Form 3542, with mailing envelopes, as applicable.

(f) The contractor will be responsible for:

(1) Advising the above transportation officer of the following:

Requirements for GBLs.

Number of containers required for loading and placement of containers

Date(s) containers are required.

(iv) If containers have not arrived as scheduled.

(v) If it is desired to change the placement of the containers.

(2) Stuffing (loading) and sealing the container.

(3) For perishable supplies:

Maintaining seavan refrigeration if there are delays in loading.

Assuring that the thermostat is set at appropriate temperature when loading is completed.

(4) Documentation. Complete two copies of seavan consist, DLA Troop Support Form 3542, or equivalent automated listing which identifies the seavan and line item contents thereof, place them in waterproof envelope marked "MILSTAMP Documentation" and attach either to the interior of the loading door of the van or to one of the packages visible immediately upon opening. Instructions as to additional distribution of the consist document will be provided by the responsible government transportation officer. When partially prepared seavan consists are not furnished, place into the above-mentioned envelope two copies of a contract, delivery order, packing/loading list, or other document which identifies the contents, the transportation control number (TCN), date shipped, van number, seal number, van owner, seavan TCN, total pieces, total weight and total cube.

(5) Applying shipment address marking on a waterproof military shipping label (DD Form 1387), and attaching to the rear exterior of the seavan. (Note: No address markings are required to be applied to the supplies loaded in the container.)

(6) When partially prepared GBLs are furnished:

(i) Completing the GBL by inserting thereon the following:

(A) Seavan Number (not license number).

(B) Seal Number and whether carrier or shipper applied the seal.

- (C) Total number of pieces in the seavan.
- (D) total gross weight of all pieces in the seavan.
- (E) Total cube of all pieces in the seavan.
- (F) Date shipped.
- (G) Include the statement: "Shipper's Load and Count".
- (H) Signature of driver.

(ii) Distributing the completed GBL as follows:

(A) One signed original GBL (SF 1103) and four copies (1 blue, 1 pink and 2 white copies standard forms 1103B, 1104, 1105 and 1106) to carrier.

(B) Retain 1 yellow memorandum copy (SF 1103A).

(C) Forward 3 yellow memorandum copies (SF 1103A) to transportation officer.

(D) Attach 1 yellow memorandum copy (SF 1103A) marked "Invoice Copy" to invoice.

(7) When partially prepared TCMDs are furnished:

(i) Completing the TCMD by inserting thereon the following:

(A) Block 2 - Container Number.

(B) Block 15 - Date Shipped.

(C) Block 22 - Number of Pieces.

(D) Block 23 - Gross Weight.

(E) Block 24 - Total Cube.

(ii) Distributing as follows: (A) Attach signed original (marked "Invoice Copy") to invoice.

(A) Three copies to carrier.

(B) One copy to the transportation officer.

(C) One copy to be retained by contractor.

(8) Submitting a report of shipment (REPSHIP) by telephone to the transportation officer immediately after the seavan has been loaded, furnishing the following information:

(i) GBL Number(s).

(ii) Van Number(s).

(iii) Seal Number(s).

(iv) Commodity.

(v) Total Number of Pieces.

(vi) Total Weight

(vii) Total Cube.

(viii) Date Shipped.

(9) Any detention charge for each container not released to the carrier within the free time authorized by the carrier.

(10) Complying with any additional instruction peculiar to a particular commodity, when provided by the transportation officer.

(End of clause)

52.247-9019 Shipments Direct to Port Terminals for Export (Sep 2007) -DLAD

SHIPMENTS DIRECT TO PORT TERMINALS FOR EXPORT (SEP 2007) – DLAD

(a) Contractor agrees to ship within the shipping period in the export release (when such release is required) for semiperishable subsistence, or in the contract/order for perishable subsistence. The contractor shall be responsible for any additional charges that may accrue at the port terminal due to nonacceptance because of untimely delivery.

(b) Transportation Control Number (TCN).

The principal means of export shipment identification is the 17 digit alphanumeric code known as the TCN, e.g., AK4WC 15090 7800 XAX.

(1) Configuration of the first 15 digits shall be set forth in the contract. When a determination is made to use seavan containers for semiperishable acquisitions, the responsible transportation officer shall furnish an additional TCN for use solely in the marking and control of the seavan.

(2) The last 2 digits shall be inserted by the contractor. The 16th digit shall be used to identify the partial and/or complete shipment. The 17th digit shall always be "X".

(i) If only one load constitutes a complete shipment, the 16th digit will be "X".

(ii) If there are 25 carloads/truckloads or less with the same TCN, the 16th digit shall reflect each partial shipment utilizing the letter "A" for the first load, "B" for the second, etc., except that the letter "X" shall not be used and the letter "Z" shall always be used to identify the final shipment.

(iii) When there are more than 25 carloads/truckloads, an additional TCN shall be provided by the responsible transportation officer to identify separately the 25th and each subsequent partial, including the last partial. The final shipment shall be indicated by using "Z" as the 16th digit in the TCN provided.

(c) Notice of Shipment.

On the day shipment is made, contractor shall send a notice to the contracting officer who awarded the contract and to the DCMA administrative contracting officer when the contract has been assigned to DCMA for administration. The telegram shall indicate the contract number, purchase request number, quantity shipped, method of shipment, name of carrier and bill(s) of lading number(s).

(d) Advance Notice of Proposed Shipment.

The contractor shall provide the following information to the responsible transportation officer when the number of pieces, weight or cube for proposed shipments is other than set forth in the contract:

- | | |
|--|--|
| | <p>(1) TCN (including all TCNs in a consolidated shipment).</p> <p>(2) Contract and purchase request numbers.</p> <p>(3) Planned shipment date.</p> <p>(4) Brief item nomenclature(s).</p> <p>(5) Number of pieces (for each TCN).</p> <p>(6) Weight and cube (for each TCN).</p> <p>(7) Origin point.</p> <p>(8) Planned mode of transportation (number of carloads, truckloads, seavans, etc.).</p> <p>(9) Name of contractor.</p> |
|--|--|

Such information must be furnished 10 days in advance of shipment if shipping point is outside the port terminal area or 3 days in advance for shipments originating in the port terminal area.

(e) Documentation to Accompany all Seavan Shipments.

Four copies of a document showing the contents of the van, and including the words "date stuffed" with such date, will be placed in a waterproof envelope marked "milstamp documentation" and attached either to the interior of the loading door of the van or to one of the packages visible immediately upon opening. (This document may be any one of the following: contract, delivery order, packing/loading list,

*DD Form 250, transportation control and movement document (TCMD), bill of lading or other document which identifies the contents.)
(End of Clause)*

SECTION G – CONTRACT ADMINISTRATION DATA

G-1 Contract Administration:

Contract Administration will be performed by the designated Defense Contract Management Agency Office except that the contracting officer will retain the authority to accept non-conforming supplies.

G-2 Correspondence:

All pertinent correspondence relative to this contract shall be directed to the above office, except requests for acceptance of nonconforming supplies (including requests for deviation from specification) will not be delegated to the above office. Contractor's request for acceptance of nonconforming supplies should be submitted to the assigned Quality Assurance Representative, ie. U.S. Army Veterinary Inspector (AVI), USDA Inspection or DCMA QAR as applicable. The QAR should forward your request directly to the Contracting Office with an information copy to the Administrative Contracting Officer (ACO). A copy of correspondence notifying the contractor of acceptance/rejection of waiver/deviation requests will be furnished to the ACO by the Contracting Officer.

G-3 Invoices:

See DFAR clauses 252.232-7003 Electronic Submission of Payment Requests and 252.246-7000 Material Inspection and Receiving Report.

G-4 Manufacturing Directive Number (MDN):

An MDN will be assigned to any contract awarded for which the Government will provide Government Furnished Property (GFP) or Government Furnished Materials (GFM). This MDN will be used by all contractors to identify all GFP/GFM transactions. This number will be entered on receiving, shipping, or disposition documents prepared under contract terms, to identify each shipment of GFM components into the assembler's plant and each shipment leaving the assembler's plant. This applies to assembled rations and/or components, including shipments to other contractors, shipments to consignees, material shipped at the end of the contract, and material reported as destroyed. GFM transaction identification is required on the receiving document for components entering the contractor's plant and the shipping document for items leaving the assembly contractor's plant.

a. On each receiving report (DD Form 250 or other shipping document) for all shipments of components from GFM component suppliers (other than packaging, packing, or crating), the contractor will enter in the "Mark For" block the MDN and the last four digits of the assembly contract number, i.e., MDN XXX and Contract XXXX.

b. On any shipment by the assembly contractor, the MDN will be entered in Block 9 of the DD Form 250 directly under the prime contractor's name and address, i.e., MDN XXX.

THE MDNS SHALL BE PROVIDED AT TIME OF AWARD.

SECTION H- SPECIAL CONTRACT REQUIREMENTS

The following clause is incorporated by reference:

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (APR 2008) DLAD

The following clauses are incorporated in full text:

52.204-9001 ELECTRONIC ORDER TRANSMISSION (JUN 2008) DLAD

Supplies procured through the DLA may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission:

() Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a *DLA Transaction Services (formerly DAASC) approved Value Added Network (VAN)*

() *Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 1155, Order for Supplies or Services (orders are stored in Portable Document Format (PDF) and accessing them requires a free Adobe Acrobat Reader plug-in).*

Offerors choosing email notification for order transmission shall register their email address on the DLA DIBBS Home Page at <https://www.dibbs.bsm.dla.mil/> as part of the VENDOR REGISTRATION.

Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 30 days after date of award may be grounds for termination of the contract by the Government.

Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt.

NOTE: *Information regarding EDI, ANSI X12 transactions, and DLA Transaction Services (formerly DAASC) approved VANs can be obtained from the DAAS web site by going to <https://www.daas.dla.mil/daashome/edi.asp>*

Questions concerning electronic ordering should be directed to the appropriate supply center contact below:

**DLA Troop Support (formerly DSCP)
ATTN: J6P, (Richard Fitzgerald)**

Information Operations
700 Robbins Avenue
Philadelphia, Pa 19111-5092
Phone: 215-737-2130
(End of Clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).
 (End of clause)

H-1 Replacement of Defective Components (applicable to GFM components):

For cases of bulk-packed component items, if upon opening the case or during assembly a number of defective units are discovered in the case which cannot be readily segregated from useable components, e.g. leaking spreads or excessive accessory pack issues, the case shall be removed from the assembly line and upon such verification from the Army Vet Inspector (AVI), the entire case shall be considered defective, and placed on hold. The Contracting Officer shall be given written notice of the defective product including the name and signature of the confirming AVI inspector. The contractor shall include

information regarding defective components and replacement of such components in its inventory reports required at H-7 below. Contractors are reminded that they are financially accountable for all GFM received into the assembly facility.

H-2 Storage of Component Items (Applies to both GFM and CFM):

Components will be stored in such a manner as to protect them from damage due to temperature or humidity changes. DLA TROOP SUPPORT may be contacted for assistance concerning individual component storage problems or concerns regarding proper method. Candy components (excluding type X and type XII candies) and chocolate covered cookies and brownies shall be stored in the following manner prior to assembly:

1. If held in storage more than one, but less than four months to assembly, they shall not be stored at a temperature higher than 60 degrees F.
2. If held in storage four to six months prior to assembly, they shall not be stored at a temperature higher than 55 degrees F.
3. If held in storage greater than six months prior to assembly, special temperature requirements will be established on a case-by-case basis; contractor will contact the contracting officer 60 days in advance to establish these requirements.
4. GFM shall not be stored in a frozen state unless approved by the contracting officer.
5. If bulk-packaged components are removed from storage in a frozen condition, they shall not be exposed to high temperatures and/or humidity without first being tempered. Tempering shall be done by raising the temperature to no greater than 40 degrees F the first 24 hours; and to no more than 65 degrees F and 55 percent humidity the second 24 hours. Packaging material shall not be removed prior to completing the tempering procedure.

H-3 FIFO Requirements (Applies to both GFM and CFM):

Components will be utilized in assembly operations on the first-in, first-out (FIFO) basis (or oldest manufacturer's date of pack when receipted). A manufacturer's component lot, described by the Julian date of pack, shall be completely assembled and exhausted before assembling the next component lot.

H-4 Bulk Component Packaging (Applies to both GFM and CFM):

To assure the unwrapped components are packaged in a satisfactory manner, the following minimum sanitation requirements are established in the performance of any contract awarded:

- a. Strict adherence to Good Manufacturing Practices, in accordance with Code of Federal Regulations (CFR), Title 21, Chapter I, Part 110, is required.
- b. An appropriate level of sanitation will be maintained in the bulk product packaging area in accordance with the facility sanitation program.

c. Personnel involved in packaging operations will be provided with clean white frocks as needed.

d. The hands of personnel participating in bulk product packaging operations must be clean at all times and free from sores, cuts, and/or abrasions.

e. Personnel involved in packaging operations will be required to wear head coverings (hat or hair net) and beard nets, when appropriate.

H-5 Subassemblies (Applies to both GFM and CFM):

Payment to the contractor will be based upon the number of completed boxes assembled and delivered. No compensation will be allowed for subassemblies which are not incorporated into completed boxes. However, all such subassemblies which contain GFM components shall become the sole property of the Government and shall be accounted for as residual inventory.

H-6 Title of Containers and Packaging Materials (Applicable to GFM components):

As part of the consideration for the services to be performed, all containers and packaging materials in which GFM is delivered shall, upon separation from the contents, be retained by and title thereto shall vest in the contractor. Contractor agrees to re-use, without cost to the Government, such containers and packaging materials necessary to re-ship GFM as directed by the Contracting Officer.

H-7 Special Provisions - Government Furnished Material (GFM)

a. Delivery/Inspection of GFM Components: (list them by category)

Beverages: Beverage Base, Type III, (Lemonade and Raspberry); Creamer, Non-Dairy

Bakery: Lemon Poppy Pound Cake; Tortillas; Wheat Snack Bread Twin Pack

Spreads: BBQ Sauce; Cheese Spread (Plain and Jalapeno); Mayonnaise

The following requirements apply to any GFM provided under this contract:

1. All component items received will be palletized. The GFM contractor will deliver any GFM components by truck or by rail, to the FSR contractor. FSR plant assembly contractor will promptly unload all GFM delivered FOB to his plant.

The Government will not be liable in any manner or form for any demurrage charge accruing as a result of the contractor's failure or inability to unload cars promptly. It is the assembly contractor's responsibility to have adequate warehousing and offloading abilities for the GFM. Failure to have adequate offloading capabilities may result in Government storage of product, either at a Government or commercial facility, which would be charged to the assemble contractor. Any and all charges resulting from the contractor's failure to unload cars shall be the liability of the contractor.

2. Consistent with Section E, it will be the responsibility of the contractor to promptly inspect all GFM arriving at his plant for count, condition, and identity and to promptly annotate bills of lading and any Material Inspection and Receiving Reports (DD Form 250) furnished by the component contractor as to any shortage or damage, after notice to and verification by the Army Veterinary Inspector (AVI). The final responsibility for acceptance of the product, and signing any DD Form 250 submitted, rests with the Government inspector even though this acceptance may be based on the contractor's inspection results. It will be the responsibility of the contractor to promptly transmit the EDI shipment acceptance ASC X12 856 transaction, or manually forward acceptance DD Form 250 to the following:

One copy sent by facsimile transmission daily and mailed weekly to:

Ms. Eileen Friel
DLA Troop Support-FTRC
700 Robbins Avenue
Philadelphia, PA 19111-5092
Facsimile # 215-737-7774

One copy should be sent to the payment office.

Note: The use of WAWF-RA to accept GFM is the preferred method in lieu of the use of paper DD250.

Failure to forward this transaction set or documentation as stipulated which results in a delay of payment to the GFM contractor, will result in the findings by the PCO that the contractor is the cause of any delays in the assembly operations due to insufficient GFM supplied by subcontractor, and that any lost payment discounts to the Government as a result of late submissions of the acceptance documents, shall be assessed against the contractor.

3. The contractor shall promptly notify the Contracting Officer of any receipted GFM shipments which are found to be nonconforming and unacceptable for use in the FSR.

4. Manufacturer/transportation damages not annotated at time of receipt inspection in accordance with section E will be considered contractor damage, unless promptly made available for verification by the AVI and the AVI determines damage not to be caused by contractor. In general, manufacturer/transportation damages shall be annotated at time of receipt inspection only, unless concealed damages can be ascertained by the AVI. See Section (b)(1) for a definition of the damage classifications.

b. Use of GFM Components:

1. Definitions:

a. "Unusable Subsistence" means a food item which is fit for human consumption but its condition is such that it must be issued within a limited time frame and due to its condition cannot be used as a component within the meal assembly, or a food item which is in such condition as to be unfit for human consumption and which must be destroyed by burning, burial, or other means. Disposition of such

supplies will be directed by the contracting officer and will be at the expense of the contractor. The contractor is responsible for all handling, storage, preparation for shipment, and authorized destruction for all GFM at no cost to the Government.

b. "Manufacturer's damage" is defined as that damage to Government furnished property discovered at the time of ration contractor's inspection of incoming shipments as verified by the Government representative (except damage directly attributable to transportation) or found to be unusable during production operations due to defects obviously originating at the manufacturers plant.

c. "Contractor damage" is defined as that damage to GFM ration components which is not attributable to manufacturer's damage, concealed damage, inspection incurred damage, or transportation damage.

d. "Concealed damage" is defined as that damage where the cause of responsibility cannot be determined by the Government representative upon receipt inspection, is discovered subsequent to receiving inspection and not identifiable as manufacturer damage or contractor incurred, i.e., which are discovered after the components have been accepted by the contractor but prior to, or during, assembly. Concealed damage shall be verified by the AVI and shall be certified by the AVI as not being contractor damage.

e. "Inspection incurred damage" is defined as those components damaged or destroyed in verification examination, components submitted to the laboratory for destructive or special testing, and components destroyed by the contractor in required contractor examination and testing.

2. The Government reserves the right to substitute any of the GFM components or alternate components, and the contractor shall not be entitled to any additional compensation so long as the substituted items are of substantially the same size as the components for which they are substituted.

3. The contractor shall not incorporate any defective CFM or GFM components into the assembled meals, but shall, at its own expense, screen, set aside, store, and handle such defective components in accordance with instruction provided by the contracting officer and the provisions herein. The contractor shall segregate all defective GFM components and identify such units with the Government representative's guidance and direction, under a GFM damage classification (i.e., manufacturer's, contractor's, or concealed damage). All damaged GFM, after screening by the contractor and verification by the Government representative, shall be reported to the contracting officer for disposition. Such information may be submitted on DLA Troop Support Form 2651 or may be submitted via the Inventory report as described in para. e. below. The report(s) shall be submitted on a monthly basis and numbered sequentially, i.e., the first months report will be #1, the second months report #2, etc. DLA Troop Support Forms 2651-1, 2651-2, 2651-3, and 2651-4 will be supplied by the assigned Government representative. Monthly damage reports shall be provided to the contracting officer no later than the 7th of the following month. Failure to submit applicable DLA Troop Support Form 2651 or other authorized forms, on a monthly basis, will result in the findings by the PCO that the contractor will be the cause of delays in the assembly operation by reason of insufficient GFM, and is therefore liable for any resultant costs. The submitted DLA Troop Support Form 2651 or other report must be executed by the Government representative or the document will not be considered valid and therefore will not relieve the contractor of this requirement or of its liability for any assembly shutdown. In addition, nonconformance(s) detected in GFM must be reported to the PCO on a daily basis.

4. In the event that the quantity of such defective GFM components exceeds 5% of the total quantity of that component furnished, an equitable adjustment shall be made in the contract price to compensate the contractor for its costs of storing and handling that quantity and the contract shall be modified in writing accordingly. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the contractor from proceeding with the contract. In addition, the cost data detailing contractor cost, if any, for storage and handling the quantity of defective components in excess of 5% of the total quantity of that component furnished must be submitted within 10 days of completion of the screening operation. Failure to submit this cost data within 10 days of completion of this operation shall result in your agreement that this screening operation was performed at no cost to the Government. In the event that the contractor discovers excessive defects for any GFM component, the AVI should be notified immediately, so that they can perform a warranty inspection if such is determined applicable.

5. Contractor will be permitted a tolerance for contractor damage of any components provided as GFM as follows:

COMPONENT	ALLOWABLE LOSS
Spreads: BBQ Sauce and Cheese Spreads (Plain and Jalapeño)	.0001
Bakery: Lemon Poppy Pound Cake, Tortillas, and Wheat Snack Bread Twin Pack	.0005
Accessory: Creamer, Beverage Base Type III (Lemonade and Raspberry)	.0003

The loss allowable rate will be applied against the unit net receipts under the resultant contracts; i.e., total shipments and residual transfers receipted minus any GFM transfer shipments out. See Section H-1 for reporting damages to GFM components.

6. On-Hand Inventory/Work-in-Process Reports:

A. FSR assemblers shall be responsible for keeping complete inventory and accountability records on any GFM delivered. To allow for careful monitoring of GFM deliveries and to ensure adequate and timely supplies for FSR assemblers, the following type of report shall be submitted by the assembly contractor for all GFM components (the dates, quantities, and notes below are for example only):

GFM as of 30 April 2010:

GFM Component: Cheese Spread, Plain

	<u>ACTUAL</u>	<u>SCHEDULED +/-</u>	<u>NOTES</u>
Total Quantity Required	1,800,000	1,800,000	0
Residual & Transfers In	5,046	0	+5,046
GFM Contract Receipts	<u>912,000</u>	<u>900,000</u>	<u>+12,000</u>
Total Receipts	917,046	900,000	+17,046

On Hold			
Damages	1,980	0	+1,980
Losses	267	900	-633
Transfers Out	0	0	0
Assembled & Shipped Out	600,000	600,000	0
Work in Process	<u>2,943</u>	<u>0</u>	<u>+2,493</u>
Total Used	605,190	600,900	+4,290
Current Inventory	311,856	299,100	+12,756
Balance Needed	882,954	900,000	-17,046

Section H-1 Defective Qty Def: Qty Replaced:

- Notes: 1. FSR XXX transfer (DLA Troop Support-FTRC letter of 14 February 2011).
 2. ABC Contractor lot #00118.

c. The above Report, or similar contractor report showing the same information, shall be submitted on a monthly basis or whenever requested to the contracting officer by mail or facsimile transmission (215-737-2988). Reports shall be cumulative and include all inventories through the last day of the inventory month. Reports shall be due to the contracting officer by the 7th of the following month, e.g. April 2010 Report shall include all receipts/inventory data through 30 April 2010 and be provided to the contracting officer no later than 7 May 2010.

d. "Receipts" above shall include all quantities accepted. "Work in process" shall include all quantities assembled in accessory packets, cracker packets, menu bags, and final cases not yet accepted under FOB Origin Acceptance DD Form 250s.

c. Liability of the assembly contractor for loss and damages to GFM components

Liability shall be calculated as follows:

1. A final physical inventory will be performed by the assembly contractor and the results furnished to the procuring contracting officer (PCO) with a copy to the DCMA administrative contracting officer (ACO), within 14 days after completion of the contract. The final physical inventory will be performed on an item by item basis and at a minimum give the quantities, dates of pack and use status for all components. The contractor will provide any and all resources necessary for DCMA verification of the final inventory at no cost to the Government.
2. Additionally, the contractor shall prepare a final reconciliation as described below and provide this report to the PCO and ACO within 30 days from contract completion. For the purpose of the final inventory reports, contract completion shall be the date the final assembled case is produced and accepted. Failure to comply with these timely submissions will be deemed a breach of contract and could result in the following:

a) The determination that the contractor is liable for the value of any and all GFM determined unsuitable for use in the following contract due to the age of such product, if such determination as to the suitability of the subject GFM is made within 21 days from receipt of the contractor's final physical inventory report.

b) The determination that the Government shall not be liable for any costs associated with start-up delays on any follow up FSR assembly contract or option(s) caused by unavailability of any GFM component(s).

c) The above determination shall not be subject to the Disputes provisions incorporated in resultant contracts.

3. The contractor will be responsible to reimburse the Government for any and all losses to the components based on the final inventory reconciliation report. The following final inventory reconciliation report (including each variety/flavor of the item) shall be prepared for each GFM component item:

- + Quantity Received per Component (including Residuals and other Transfers)
- Quantity Shipped out in Completed Cases
- Quantity Transferred out on DD Form 250s
- Manufacturer, Concealed, and Inspection Damage
- Actual Contractor Damage
- = Calculated Residual Quantity

4. The residual figure as calculated above will be compared to the physical inventory. If the actual physical inventory is less than the calculated residual, the contractor will be liable to the Government for the difference in the monetary value of that item. The dollar value will be calculated by multiplying the unit price or the weighted average price of the item by the number of components unaccounted for. Offsets may be made only in the area of homogenous items, described below. Offsets for homogenous items will be made based on the values of the items, e.g. a calculated shortage of \$2,000 for cheese spread, plain may be offset by a calculated overage of \$2,000 for cheese spread, jalapeño. In no event shall the contractor be reimbursed if the value of actual physical inventory exceeds the value of calculated residual.

5. If the contractor's damage exceeds the allowable loss percentage for an item, the contractor will reimburse the Government. The contractor's liability will be calculated as follows: the unit price or weighted average price of the component multiplied by the number of units in excess of the allowable loss. The monetary loss of any one component due to excessive damage cannot be reduced by the savings from another component. Therefore, if the total dollar value of the contract damages (computed as the sum of the total dollar value of the damages allowed for each individual GFM item) is less than the total dollar value of the damages allowed under the contract, but various individual component items were damaged over the allowable tolerance, the contractor is still liable for the cost of these individual component damages. However, for homogeneous items offsets may be taken. Offsets will be calculated on a value basis as described above. For example, if the actual losses for cheese spread, plain have exceeded the allowable losses but the actual losses for cheese spread, jalapeño, a homogeneous item, are less than the allowable loss quantity, the dollar difference between the actual and allowable losses for

cheese spread, plain can be applied to the value of the excess losses of cheese spread, jalapeño to reduce the contractor liability for the cheese spread, plain. This procedure is allowed only for homogeneous items.

6. A 5% surcharge will be added to the total liability for loss and damages to account for administrative handling and transportation charges.

7. Homogeneous items are defined under residual paragraph 4 (above) for like items are:

Spreads: Cheese Spreads (Plain and Jalapeño)

Beverage Base: Type III (Lemonade and Raspberry)

d. Shipment/Documentation for GFM:

DD Form 250, or other forms approved for use by the contracting officer, shall be used for all shipments of GFM from an assembly contractor's plant. This includes and is not limited to return shipments of warranted GFM and GFM transferred from one assembly facility to another.

e. Government Liability for Delinquent Components:

The Government will not be liable for assembly delays due to non-availability of GFM components if the FSR contractor does not advise the Contracting Officer in writing at least 10 days prior to such non-availability. In the event of a final assembly shutdown solely due to the lack of GFM components, the Government shall be liable for only those additional and unavoidable direct costs incurred by the contractor as a result of the shutdown. The Government shall not be liable for any claims of unabsorbed indirect costs (i.e.) manufacturing, OH or G&A unless the shutdown is the sole cause of the contractor's inability to complete contract performance within the contract delivery period (including any option periods invoked).

f. The contractor will, if required, continue to store, handle, and prepare for shipment or dispose of residual GFM for a period of ninety calendar days after agreement to the final inventory reconciliation has been reached between the contractor and the Government, at no cost to the Government. In the event the contractor storage of GFM exceeds this period, the Government will only be liable for those additional and direct costs incurred by the contractor as a result of this extended storage. Disposition will be in accordance with instructions from the contracting officer.

g. An amount of money not to exceed 5% of the total contract amount, or \$50,000, whichever is smaller, will be withheld pending determination of contractor's liability for GFP.

h. The property administrator designated for this contract will be located at the assigned DCMA activity.

H-8 Distribution of Production Progress Reports:

a. The contractor shall prepare DD Form 375 (Production Progress Report), and DD Form 375C if and as required by the Administrative Contracting Officer.

H-9 Product Protection

The DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflict, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources, and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.

As the holder of a contract with the Department of Defense, the awardee should be award of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism.

The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

Accordingly, the offeror shall submit its Product Protection Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Defense Checklist. An electronic copy of the DLA Food Security Checklist is available at http://www.dscp.dla.mil/subs/fs_check.pdf.

Note: The offeror's Product Protection proposal shall be part of any contract awarded. The contractor's Product Protection Plan (Plan) may be audited by the DLA Troop Support Quality Audit Team. Failure to comply with provision of the Plan will be considered a failure by the contractor to comply with the terms and conditions of the contract.

H-10 Production Standard Replenishment for Food Items:

Acceptable PDMs will be used as production standards. The approval of any PDM will not constitute waiver of the requirement that all delivered product must meet all other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements.

Every 12 months or as needed, the Government Quality assurance Representative (GQAR) will replenish the Government's supply of PDM's at origin with 70 samples randomly selected from a lot accepted by the Government for all contractual requirements.

Every 12 months, the GQAR will randomly select 32 replenishment samples for Natick from a lot accepted by the government for all contractual requirements. Contractor will be responsible for shipment to Natick.

H-11 Government Furnished Equipment (GFE)

No Government Furnished Equipment (GFE) will be supplied or may be used in performance of a FSR contract.

H-12 Active Radio Frequency Identification (aRFID) Tag Requirements for OCONUS Shipments

The contractor shall prepare and affix RF Tags to shipment containers, for all OCONUS shipments, and special CONUS training exercises as directed, in accordance with the following RADIO FREQUENCY (RF) TAG REQUIREMENTS:

I. DEFINITIONS

- A. Radio Frequency (RF) TAG: A small radio transceiver that can store user defined data in nonvolatile, read/write memory, and can be monitored and controlled by other devices. Radio Frequency **Identification** tags may be “active “ which contain their own power source or “passive” which receive their power from an interrogator by radio frequency (RF) transmission
- B. aRFID INTERROGATOR: Electronic device used to detect, “read” and “write” specific information on a RF tag
- C. **aRFID** Retriever Computer: An industrial computer configured to receive signals, via data cable from the aRFID Interrogator, and “upload” aRFID Tag information via a phone line/network connection to destination server. It has no monitor or keyboard.
- D. aRFID LAPTOP WRITE STATION COMPUTER: A “laptop” computer configured to “write” tags in conjunction with a aRFID Interrogator.
- E. aRFID WRITE SOFTWARE: The Government-owned software used in conjunction with aRFID equipment to gather aRFID tag data on military-sponsored shipments and report information for compilation in Government databases on regional servers for In-Transit Visibility.
- F. TAG DOCKING STATION: An electronic device used to transmit data electronically from the laptop computer to the aRFID tag.

II. GENERAL INFORMATION

- A. It is the objective of the Government to use aRFID Technology for all Class I (Food) containers going OCONUS in order to maintain Total Asset Visibility (TAV) of subsistence on the battlefield. The Army has incorporated RFID Technology into its Joint Vision 2010 Focused Logistics Program.

The aRFID application software to be used for aRFID tagging of OCONUS shipments is Government-owned. The Government shall provide the RF Write software and technical services required to facilitate implementation of RF tagging of shipments. This includes surveying the Contractor/Supplier (hereinafter the “Contractor”) site for RF site preparation, installation and testing of hardware and software, installation of communications software interfaces to Government servers, and training

vendor personnel to use the integrated software and hardware composing the RF tag “write” and “read” capabilities. The Government points of contact (POC) for acquiring the aRFID software and technical services are: Program Executive Office, Enterprise Information Systems, Product Manager for Automatic Identification Technology (PEO EIS, PM AIT), help.rfitv@us.army.mil or Phone number: (800) 877-7925 or (703) 439-3850.

III. RF EQUIPMENT AND EQUIPMENT SUPPORT

A. HARDWARE:

All aRFID equipment will be Government-Furnished Property (GFP). The Contractor shall contact and coordinate with the Government POCs for the delivery, installation and configuration of the RF Computers and RF Interrogator units, for initial inventory of RF tags, and for any other assistance or advice required.

Note: FAR clause 52.245-4, Government Furnished Property (Short Form) shall apply to all GFP provided to the Contractor.

1. aRFID Retriever Computer:

Each Contractor will be supplied with one (1) aRFID Retriever Computer. The computer will have aRFID read software installed and has no keyboard and no monitor. It will automatically receive data from the RF interrogator and forward it to a regional server using a telephone line (toll-free number) to be provided by the Contractor.

2. aRFID Laptop Write Station:

Each Contractor will be supplied with one (1) aRFID laptop computer configured with RF Write software. Connected with a RF Interrogator or a Tag Docking Station, this unit enables the Contractor to write shipment information to RF tags, and to up-load the written tag data to a regional server using a telephone line (toll-free number) to be provided by the Contractor.

3. aRFID Interrogators:

Each Contractor will be supplied with aRFID Interrogators required for visibility of shipments as they enter and leave the contractor facility. The number of interrogators required will be determined during the site survey. The contractor may also be supplied with an aRFID interrogator for the aRFID laptop write station unless an aRFID tag docking station is utilized to write the tags.

4. aRFID Tags:

The aRFID Tag model include ST 654/656 “active” tag with its own database engine and file system. It features 128 bytes of read/write memory and supports tag-initiated communication triggered by system sensors. It is hermetically sealed, waterproof, and able to withstand the shock and vibration of transportation. **One (1) aRFID Tag model ST-656-1 is required for each container shipment.** The initial inventory of aRFID Tags shall be provided by the Government for use on Government-sponsored shipments.

B. SOFTWARE:

The Government will furnish all application software, and perform all actions required to install and test software, and then train Contractor personnel to use software and equipment to perform required aRFID tag activities.

C. aRFID INFRASTRUCTURE SUPPORT:

1. The Government shall coordinate and conduct a site survey of the vendor facility for installation of the RF equipment. The Contractor shall provide and prepare physical locations for aRFID equipment in accordance with the site survey.
2. The Contractor will provide the following infrastructure for the **aRFID** interrogator “read” station:
 - a. Mounting of a (GFP) bracket plate to support the aRFID Interrogator. The Government shall provide the bracket to the Contractor as GFE.
 - b. Installation of an un-switched 110VAC or 220VAC (as required) receptacle within two feet of the interrogator mount.
 - c. Installation of conduit or pathway for running of a data cable between the aRFID Interrogator and the aRFID Retriever Computer.
 - d. Shelf space for the aRFID Retriever Computer and installation of an un-switched 110VAC or 220VAC receptacle within two feet.
 - e. Installation of a telephone line near the aRFID Retriever Computer capable of dialing a toll-free number.
3. The Contractor will provide the following infrastructure for the **aRFID** laptop write station:
 - a. Shelf space with a 110VAC receptacle within two feet of the aRFID laptop write station location.
 - b. A telephone line near the aRFID laptop write station capable of dialing a toll-free number. The telephone line can be the same telephone line as installed in paragraph 2.5 above.
4. The Government shall install and test **aRFID** equipment after the supplier has completed site preparation work. The vendor shall provide assistance to the equipment installation team to facilitate installation and testing and to insure access to **aRFID** equipment locations.

IV. PROCEDURES

A. Each Contractor shall input data, or “write”, one aRFID tag for each OCONUS container load, **or CONUS container when directed by the DLA Troop Support/E Item Manager**, and affix the aRFID tag to the Container by the most secure method available, behind the locking bars. Each aRFID tag shall be written to contain the data attached, formatted as specified by the data definition for the 128k aRFID tag. The Government will provide training for contractor personnel to “write” the data to tags, and to “read” and upload tag data upon shipment container departure from contractor location. The data format is in the Operational Prototype Total Asset Visibility, TIPS-Write Import Document, 09 Sep 02, at attachment 1.

B. The Contractor shall be responsible for replenishing and maintaining its inventory of aRFID tags. The replenishment RF tags will be provided as Government furnished property (GFP), at no cost to the Contractor. **Note however, that the Contractor shall be fully liable for any/all loss or damage of**

aRFID Tags in their possession. The Contractor shall obtain its replenishment RF Tags from DLA Transportation for aRFID Tags:

**DLA Transportation
Bldg 54, Bay D-5 (J4/5)
New Cumberland, PA 17070**

EMAIL: delivery@dla.mil

Telephone: 1-800-456-5507

Please put in the subject line of the email: aRFID TAG REPLENISHMENT REQUEST

OCONUS Contractors shall remove all *aRFID* Tags affixed to containers delivered from CONUS origin, and retain for re-use. When the RF tag is removed from the container, the contractor shall invert the battery to deactivate the tag until it is ready for re-use. The removed/retained Tag(s) should be reported on the Monthly *aRFID* Tag Inventory Log described in para. D below. Quantities of *aRFID* tags over the amount needed for normal operations will be stored until collected by field service engineers during regular *aRFID* maintenance visits.

C. Maintenance of GFP Hardware/Software: The Contractor shall promptly and directly contact the following for any maintenance/repair required for any *aRFID* Tag GFP hardware or software:

CONUS/OCONUS: help.rfitv@us.army.mil or Phone number: (800) 877-7925 or (703) 439-3850.

D. The Contractor shall maintain a log for its inventory/use of *aRFID* Tags. The *aRFID* Tag Inventory Log shall, at a minimum, contain the following information and dates: initial inventory; detail of each *aRFID* Tag shipped (e.g. *aRFID* Tag serial #, container #, TCN, date shipped, destination); detail of any *aRFID* Tag returned to the RFID Mgmt Center; replenishment quantity, on-hand inventory. In addition note any *aRFID* Tags that are damaged or unserviceable. OCONUS Contractors shall include and detail *aRFID* Tags removed/retained from CONUS containers (e.g. *aRFID* Tag serial #, container #, TCN, origin,). This information shall be promptly provided by the Contractor on a monthly basis (the first week of each month) to the Contracting Officer or authorized Contracting Officer's Representative (COR), Program **Executive Office, Enterprise Information Systems, Product Manager for Automatic Identification Technology (PEO EIS, PM AIT)**, help.rfitv@us.army.mil or Phone number: (800) 877-7925 or (703) 439-3850.

E. Upon request of the Contracting Officer, or COR, the Contractor shall promptly return any, or all, GFP RF Tags to the DLA TRANSPORTATION RFID Management Center above. The Contractor shall prepare *aRFID* Tags for shipment as directed by the Government POCs, and shall make such shipment to the DLA Distribution Center at its own expense. The Government will not make payment for any return shipments.

1 Reference: Operational Prototype Total Asset Visibility, TIPS-Write Import Document, 09 Sep 02.

SECTION I- CONTRACT CLAUSES**I-1 Contract Clauses Incorporated by reference and in full text**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.203-3 GRATUITIES (APR 1984) FAR

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010) FAR

52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009) DFARS

252.203-7001 PROHIBITION OF PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009) DFARS

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) FAR

52.204-7 CENTRAL CONTRACT REGISTRATION (APR 2008) FAR

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007) DFARS

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008) FAR

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006) DFARS

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008) FAR

52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (MAR 2000) DLAD

52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (OCT 2008) DLAD

52.215-2 AUDIT AND RECORDS NEGOTIATION (OCT 2010) FAR
52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS (OCT 2010) FAR

52.215-13 SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 2010) FAR

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) FAR

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) FAR

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) FAR

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) FAR

252.215-7000 PRICING ADJUSTMENTS (DEC 1991) DFARS

52.215-9013 PRODUCTION FACILITY CHANGES (MAR 2008) DLAD

252.217-7001 SURGE OPTION (AUG 1992) DFARS

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) FAR

- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2010) ALT II (OCT 2001) FAR**
- 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) FAR**
- 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (APR 2008) FAR**
- 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 2007) DFARS**
- 52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997) DLAD**
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR**
- 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010) FAR**
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010) FAR**
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR**
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR**
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010) FAR**
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (SEP 2010) FAR**
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010) FAR**
- 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) FAR**
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) FAR**
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR**
- 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992) DLAD**
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR**
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 2009) DFARS**
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003) DFARS**
- 252.225-7009 RESTRICTION OF ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUL 2009) DFARS**
- 52.225-8 DUTY-FREE ENTRY (OCT 2010) FAR**

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000) FAR

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

52.227-3 PATENT INDEMNITY (APR 1984) FAR

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) FAR

52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

52.232-1 PAYMENTS (APR 1984) FAR

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

52.232-17 INTEREST (OCT 2010) FAR

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR

52.232-25 PROMPT PAYMENT (OCT 2008) FAR

252.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-1 DISPUTES (JUL 2002) FAR

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT (OCT 2004) FAR

52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DLAD

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.243-1 CHANGES – FIXED PRICE (AUG 1987) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) DFARS**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2010) FAR****252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(DOD CONTRACTS) (AUG 2009) DFARS****52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR****252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) DFARS****52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) FAR****252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) DFARS****52.248-1 VALUE ENGINEERING (OCT 2010) FAR****52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) FAR****52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR****52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**

The following clauses are incorporated in full text:

52.202-1 Definitions.

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR [2.101](#) in effect at the time the solicitation was issued, unless—

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR [Part 31](#), for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007) FAR

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

<i>Poster(s)</i>	<i>Obtain from</i>
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

(a) *Definition.* “SPI process,” as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcms.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall—

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror—

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

52.211-9009 Non-Acceptability of Government Surplus Material(APR 2002) DLAD

(a) Definition.

“Surplus material,” as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services (formerly DRMS) (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms “surplus” and “Government surplus” are used interchangeably in this clause.

(b) The Government has determined that offers of surplus material will not be considered for this acquisition.

(End of provision)

52.214-9008 Alternate I Rounding Off of Offer and Award Prices Alternate I (AUG 2008) DLAD

In lieu of five decimal places, unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offers containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

- \$0.101 to \$0.104 = \$0.10
- \$0.105 to \$0.109 = \$0.11
- \$0.111 to \$0.114 = \$0.11
- \$0.115 to \$0.119 = \$0.12, etc

52.215-9017 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS (APR 2008) DLAD

(a) THIS SOLICITATION/AWARD CONSISTS OF THE FOLLOWING DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

- (1)ACR-F-08, First Strike Ration (FSR), Assembly Requirements

(2) Small Business Subcontracting Plan Outline (Model)

(End of Clause)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 case 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 290,300 cases;

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

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

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

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

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

(End of clause)

252.216-7006 Ordering (May 2011) DFARS

(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 contract schedule. Such orders may be issued from Award Date through 365 days after award.

(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)(1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(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 3 days 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 5 years.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005) FAR

(a) *Definition.* “HUBZone small business concern,” as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small

disadvantaged business price evaluation adjustment (see FAR clause [52.219-23](#)). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2010) FAR

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged

business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why

not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009) FAR

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been

extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor’s current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer’s name and title].

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009) FAR

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working

in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (*If none, insert "None"*) Identification No.

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2010) DFARS

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

(1) “Component” means any item supplied to the Government as part of an end product or of another component.

(2) “End product” means supplies delivered under a line item of this contract.

(3) “Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Denmark

Egypt

Finland

France

Germany

Greece

Israel

Italy

Luxembourg

Netherlands

Norway

Portugal

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

(4) “United States” means the 50 States, the District of Columbia, and outlying areas.

(5) “U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include—

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008) DFARS

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

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving

reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

52.245-1 Government Property (AUG 2010)

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

“Acquisition cost” means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor's managerial personnel” means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Surplus property” means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery,

consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

- (i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;
- (ii) Required for normal maintenance; or
- (iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

- (A) Increase or decrease the amount of Government-furnished property under this contract;
- (B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or
- (C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) *Fixed-price contracts.*

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(iii) If this contract contains a provision directing the Contractor to purchase property for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to property purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such property; and

(B) Title to all other property shall pass to and vest in the Government upon—

(1) Issuance of the property for use in contract performance;

(2) Commencement of processing of the property or its use in contract performance; or

(3) Reimbursement of the cost of the property by the Government, whichever occurs first.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, theft, damage or destruction of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies; loss, theft, damage or destruction; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, theft, damage or destruction. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, theft, damage or destruction to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique-item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, theft, damage or destruction in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) *Relief of stewardship responsibility.* Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, theft, damage or destruction of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, theft, damage or destruction cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administer and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, theft, damage or destruction to the Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with [31.205-19](#).

(ii) The loss, theft, damage or destruction is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, theft, damage or destruction, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, theft, damage or destruction of Government property occurred while the Contractor had adequate property management practices or the loss, theft, damage or destruction of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, theft, damage or destruction. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage or destruction of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) *Scrap to which the Government has obtained title under paragraph (e) of this clause.*

(i) *Contractor with an approved scrap procedure.*

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures).

(C) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals that are economically beneficial to recover; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure.* The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) *Predisposal requirements.*

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on [Standard Form 1428](#), Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) *Inventory disposal schedules.*

(i) The Contractor shall use [Standard Form 1428](#), Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);
- (E) Precious metals in raw or bulk form;
- (F) Nonnuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR [52.245-1\(f\)\(1\)\(iii\)](#) along with the following:

- (A) Any additional information that may facilitate understanding of the property's intended use.
- (B) For work-in-progress, the estimated percentage of completion.
- (C) For precious metals, the type of metal and estimated weight.
- (D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(4) *Submission requirements.* The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) FAR

The Contractor shall comply with the higher-level quality standard selected below. *[If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]*

-ISO/ANSI/ASQC Q9001

-Equivalent industry standard- _____

The contractor must indicate preference for one of the above standards, and if electing an equivalent industry standard, the contract must specify which standard is being proposed.

(End of Clause)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR

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

“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under this contract. The word does not include “data.”

(b) Contractor’s obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for **12 MONTHS AFTER DELIVERY.**

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor’s liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor’s plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within **13 MONTHS AFTER DELIVERY.**

(2) Within a reasonable time after the notice, the Contracting Officer may either—

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer—

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor—

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.246-9044 SANITARY CONDITIONS (AUG 2008) DLAD

(a) Food Establishments

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support (formerly DSCP) contracts 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 make any award for, nor 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. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>) Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the Worldwide Directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the Worldwide Directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS)

(available at: http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp). The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of Meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published electronically by the USDA, Agriculture Marketing Service (AMS) (available at: <http://www.ams.usda.gov/POULTRY/Grading.htm>).

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "Meat, Poultry and Egg Product Inspection Directory" published electronically by the USDA FSIS (available at: http://www.fsis.usda.gov/Regulations & Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under "U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products" in the "USDC Participants List for Firms, Facilities, and Products", published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: <http://www.cfsan.fda.gov/~ear/ims-toc.html>). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade 'A' Pasteurized Milk Ordinance" (PMO) published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/pmo03toc.html>).

(vii) Manufactured or processed dairy products only from plants listed in Section I of the "Dairy Plants Surveyed and Approved for USDA Grading Service", published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as "P" codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" (ICSSL), published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/shellfis.html>).

(3). Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/> .) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading "Distributed By", "Manufactured For", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if

applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product 'unfit for intended purpose', supplies tendered for acceptance may be rejected without further inspection.

(End of Clause)

52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. ***This assessment of damages for administrative costs shall*** apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

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):

FAR: <https://www.acquisition.gov/far/loadmainre.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfars/html/current/tochtml.htm>

DLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm>

DGPA: <http://www.dscpl.dla.mil/contract/dgpa/dgpatoc.asp>

(End of Clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(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 or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

The following provision(s) are incorporated in full text:

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see [DLA Directive 5145.1](#)). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer

(End of provision)

I-2 Product Protection:

The DLA TROOP SUPPORT Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflict, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DLA TROOP SUPPORT to take steps and insure steps are taken by its contractors to prevent the deliberate tampering and contamination of subsistence items.

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism.

The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DLA TROOP SUPPORT Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

Note: The offeror's Product Protection proposal shall be part of any contract awarded. The contractor's Product Protection Plan (Plan) may be audited by the AVI or the DLA TROOP SUPPORT Quality Audit Team. Failure to comply with provision of the Plan will be considered a failure by the contractor to comply with the terms and conditions of the contract.

I-3 Surge and Sustainment:

Surge and Sustainment (S&S) Requirements

This solicitation includes items that are critical to support Department of Defense's ability to conduct contingency operations. These items are designated as surge and sustainment items. The S&S item (0001) is identified in the schedule of supplies. The objective of the S&S in this solicitation is to obtain contractual coverage to meet the S&S requirements for a Monthly Wartime Rate (MWR) or other delivery terms of the identified items in the schedule. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors are required to meet the terms and conditions of S&S requirements. Offerors are evaluated on their ability to meet the terms and conditions of the S&S requirement. The following information defines the requirements of the Defense Logistics Agency (DLA) S&S requirements:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and or accelerated delivery requirements, using production and or supplier base capabilities, in support of DoD contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S are identified on an individual item basis, based on the Services' wartime planning requirements. The company profile and the "Committed Time-Phased Surge" production data shall be

the Production Surge Plan under the contract, and the contractor shall be obligated to accelerate deliveries under the terms of this clause up to the quantities entered in the Production Surge Plan. S&S quantity and delivery requirements are above and beyond the production requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously referred to as the “Surge Plan”). The CAP provides the offeror’s method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier’s resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping (e.g., S&S quantity and delivery requirements is for 10 feet of wire every 30 days, and the wire is sold to the government in 100 ft rolls. A single delivery of one roll in the first 30 days would meet the requirement for ten 30-day delivery periods).

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements (e.g., the schedule calls for 20 o-ring seals each 30-day period, but the vendor needs a 30 day ramp up and could deliver 40 in the second period and 20 each delivery period thereafter).

(d) Agreement to Participate in S&S Validation/Testing. The supplier agrees to participate in S&S validation/testing as required by the Government to validate the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier’s S&S capability. Validations will be conducted on items, identified in the solicitation/contract, by the Industrial Specialist and occur through final contract delivery. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources, and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(e) Supplier Notification of S&S Capability Changes. Changes that negatively impact S&S capability must be reported in writing to the CO within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier’s proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to Surge and Sustainment (a) for instructions on submitting changes to the CAP.

(f) Government Changes, Additions and Deletions to S&S Requirements. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to

provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the CAP during the contingency.

(g) Early or Unexpected S&S Requirements. The supplier agrees to support S&S requirements to the maximum extent practicable (1) prior to the supplier achieving full S&S capability agreed to in the CAP, or (2) for requirements exceeding those agreed upon in the CAP. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the contractor of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S quantities and the S&S quantities agreed to in the CAP during the contingency.

(h) Return of Unused Government Furnished Material. The contractor shall agree to return any and all unused Government Furnished Material (GFM), used in times of Surge and Sustainment, to DLA TROOP SUPPORT after completion of the contract.

Capability Assessment Plan (CAP) – The offeror must submit a CAP indicating how the requirements in this solicitation will be supported. The contractor must address the amount of increased demands that can be handled for surge (first 15 days) and identify the length of time the contractor would require to ramp up. The contractor must indicate the length of time this increased pace could be sustained (at least six months or longer). The readiness capability plan should describe and/or include all aspects of their supply chain management. For example, if normal resupply is 45-60 days, the offeror should state how this time would be decreased by 50% to meet ongoing surge requirements. The offeror must submit specific evidence of the following capability: (1) agreements with suppliers and service providers to assist in meeting increased surge requirements (2) evidence of ability to utilize additional suppliers or subcontractors, as needed (3) ability to access additional warehouse and distribution operations in the United States to include labor and transportation (delivery vehicles).

This Readiness Plan should also include a plan of action if the vendor's facility is damaged or otherwise not able to conduct normal operations. The response should include but is not limited to:

A. How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary

B. What is the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory?

C. Backup communications plan to alert vendor and DLA Troop Support personnel of the activation of this Emergency Operations Plan. This communications plan should also address how shipments enroute to the vendor facility will be re-routed to the secondary facility.

The Government reserves the right to test this readiness plan at any time during the life of the contract. Any administrative costs incurred by the vendor can be submitted to the contracting officer for reimbursement if they are deemed fair and reasonable.

Surge and Sustainment Spreadsheet

The format to be used to describe the surge quantities the offeror can produce for this contract is listed below.

Surge Quantities:

DAYS	QUANTITY (cs)	QUANTITY (cs)
	Expected	Offeror can produce
0-45	4,800	
46-75	6,720	
76-105	9,600	
106-135	14,400	
136-165	16,320	
166-195	19,200	
196-225	24,960	
TOTAL	96,000	

I-4 Integrated Pest Management Plan:

**Integrated Pest Management (IPM) Program Requirements for Operational Rations
Applicable to all Operational Rations Facilities**

28 April 2011

I. Scope and Applicability:

A. All contractors and/or subcontractors who manufacture, repack, store, assemble, or ship Government Furnished Material (GFM) and/or Contractor Furnished Material (CFM) used in the production and/or assembly of operational rations are required to have an integrated pest management program in place. The IPM program implemented needs to adequately protect products from infestation and/or contamination by insects (or other arthropods), rodents, birds, or other animals. Contractors/subcontractors supplying other than subsistence items for the Operational Rations programs are exempt from this requirement. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.

B. The IPM program implemented shall comply with the Federal Food, Drug and Cosmetic Act; the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) as amended; and any regulations promulgated there under.

C. SECTION RESERVED

D. Contractors and/or subcontractors of products with Higher Level Quality Requirements (documented Quality Systems Plan required) must submit the following to DLA Troop Support-FTS as part of their Quality System Plan:

1. A statement on whether service is in-house or provided by an external provider. If the service provider is external, submit the name of the company/provider.

Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.

2. A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.

3. A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.

4. If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)?

E. The IPM program shall be in existence prior to contract award. The program will also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to ensure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under insanitary conditions.

II. Integrated Pest Management (IPM) Program Concepts

A. IPM may be defined as "the use of all appropriate technological and management techniques to bring about an effective degree of pest prevention and suppression in a cost-effective, environmentally sound manner". Accordingly, the goal of IPM is to minimize the adverse environmental impact of pesticides while achieving an acceptable level of control and cost effectiveness. The single most important aspect of IPM in the food processing and storage industry is SANITATION.

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.

2. Continuous product and facility inspections to include a pest surveillance program, utilizing pheromone surveillance technology.

3. Proper facility design, maintenance, and physical pest exclusion.

4. Proper stock handling and warehousing techniques.
5. Appropriate use of mechanical pest control techniques and trapping strategies.
6. Proper selection and application of pesticides, using those of least toxicity where feasible.

III. IPM Program Required Elements* *This section (III.) contains those required elements of the IPM program for Operational Rations which should be addressed in the program implemented. All program elements should be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing to DLA Troop Support- FTSB thru the Contracting Officer for consideration.

A. Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.

2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.

3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris will be disposed of immediately. Waste receptacles will be kept covered at all times.

4. Inbound conveyances will be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation will be immediately reported to DLA Troop Support. Outbound conveyances will be inspected and rendered sanitary and pest free before loading.

5. Damaged product will not be placed in the general storage area. Damaged product discovered in the general storage area will be removed to a designated rework/salvage area. The rework/salvage area will be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, will be expeditiously disposed of with the approval of the Contracting Officer when required.

6. Ingredient mixing/batching rooms/areas will receive detailed attention to sanitation requirements. Product residues associated with such operations will not be allowed to accumulate.

7. The facility grounds will be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters will be kept covered at all times.

B. Product/Facility Inspections and Pest Surveillance

1. All incoming products and materials, including packaging and packing materials will be inspected upon receipt for evidence of pest infestation/contamination. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.

2. Daily facility walk-through sanitary inspections should be conducted in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

NOTE: The procedures in the following paragraph 3 must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program.

3. Insect surveillance will be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items. **NOTE:** If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.

a. Pheromone traps will be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures will be periodically changed in accordance with the manufacture's recommendations. Damaged and/or dirty traps will be changed when necessary.

b. Trap monitoring should be accomplished jointly by contractor and pest control subcontractor personnel when an external service provider is used. The in-plant Government Quality Assurance Representative (GQAR) shall have access to the monitoring records. Reports of activity over an extended period without action being taken shall be reported to the Contracting officer and DLA Troop Support-FTS. A written corrective and preventive action plan from the contractor will be requested if the problem persists.

c. If insect activity is observed within contractor facilities by the GQAR during the course of contract operations, exclusive of pheromone traps and electrocution devices, the GQAR shall immediately, verbally, notify the contractor and confirm this in writing. A copy of the written report shall simultaneously e-mailed to the Contracting Officer and DLA Troop Support-FTS. The contractor shall take immediate action and submit a written corrective plan (including specimen identification by the Contractor's Pest Management Company or Qualified Pest Management personnel) within 5-working days to the Contracting Officer and DLA Troop Support-FTS.

C. Facility Design, Maintenance, and Pest Exclusion

1. Roofs and walls will be maintained in a good state of repair to prevent leaks and accumulations of standing water.

2. All holes or gaps in interior and exterior walls will be sealed as necessary on a continual basis.

3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, will be properly screened.

4. All door entrances will be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors will be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation will be fitted with framed screen inserts to prevent insect entry.

5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients will be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches will be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, will be located at the lowest levels and consolidated for ease of monitoring and surveillance.

2. Two or more infestible components will not be located on a single pallet.

3. Proper stock handling practices, designed to minimize product damage, will be enforced throughout the course of contract operations.

4. Commercial ingredient items of an infestible nature will be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items will be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

1. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices will be included.

2. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.

3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.

4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices will be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

F. Pesticide Selection and Application

1. Applicator and Pesticide Documentation

a. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), will only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/ certifications for in-house (contractor) personnel applying "Restricted Use" pesticides on the premises will be provided. Legible copies of product labels for any "Restricted Use" pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

b. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for in-house personnel applying "General Use" pesticides on the premises will be provided, if not commercially certified as above. Legible copies of product labels for any "General Use" pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

2. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides will be left to the discretion of the contractor or the pest control subcontractor. Pesticide application and treatment records will be kept for each facility treated and will be maintained for a minimum of one (1) year. These treatment records will be made available to the Government upon request and will be reviewed during Quality Systems Audits or other visits to the establishment.

NOTE: Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), will be applied in accordance with MPI directives and with the approval of the GQAR in Charge.

NOTE: In no case will product, pouches/pouch material, meal bags/material, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

3. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations will be of the tamper proof type and secured for safety. The locations of the exterior bait stations will be indicated on the facility maps or layouts. Rodenticides will not be used in processing, assembly, or storage areas.

4. If a requirement exists for the use of toxic rodent tracking powders, a DLA TROOP SUPPORT entomologist will first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.

5. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. If fumigation is necessary, DLA Troop Support may request the source of the capability and a copy of the subject certification be provided.

NOTE: Retorted and pouch sealed components, as well as final assembled rations, will not be fumigated unless authorized by the Contracting Officer (and as recommended by the DLA Troop

Support Food Safety Office or DLA Troop Support-FTS).

IV. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to an IPM program which impacts products intended for Government use will be submitted to the Contracting Officer for evaluation by a DLA Troop Support-FTS before implementation.

B. The Contracting Officer shall be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic and/or e-mail notification to the Contracting Officer and DLA Troop Support-FTS is required by the contractor and/or the GQAR as applicable.

C. The GQAR and/or DLA Troop Support-FTS will inform contractors of unfavorable pest situations, as they are determined or observed during daily sanitary inspections or during audits. The contractor is required to submit a corrective and preventive action plan describing what actions are being taken to correct the unfavorable situation.

The requirements of the solicitation, contained in section I-2 through I-4 above, will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

SECTION J - REFERENCE DOCUMENTS

Section J documents applicable to this solicitation are found at:

<http://www.dscp.dla.mil/subs/support/specs/frozen/frozen.asp>

Government Documents:

ACR-F-08, FIRST STRIKE RATION (FSR), ASSEMBLY REQUIREMENTS

DLA Troop Support FORM 3507
Loads, Unit: Preparation of Semiperishable Items.

DLA Troop Support FORM 3556
Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence.

DOD 4500.9R Defense Transportation Regulation (DTR)
DLA Troop Support Instruction, Procedures for Alternative Skip-Lot End Item Inspection
Requirements for Government End-item Verification Inspections for Operational Rations, March 2001.

FED-STD-595 Colors used in Government Procurement

MIL-PRF-61002 Pressure Sensitive Labels for Bar Coding

MIL-PRF-44073 Packaging of Food in Flexible Packages

MIL-STD -129 w/chg 4 Military Marking for Shipment and Storage

MIL-STD -147 Palletized Unit Loads

MIL-STD- 3006 Sanitation Requirements for Food Establishments, MIL-STD-3006

Non-Government Documents:

ANSI/ASQC Z1.4
Sampling Procedures and Tables for Inspection by Attributes.
American Society for Quality Control, Milwaukee, WI 53202

ASTM D5118/D5118M
Standard Practice for Fabrication of Fiberboard Shipping Boxes.

ASTM D1974
Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes. ASTM D 1974.

ASTM D4727/D4727M

Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shapes.

ASTM D5276

Standard Test Method for Drop Test of Loaded Containers by Free Fall. ASTM D – 5276.

ASTM F88

Standard Test Method for Seal Strength of Flexible Barrier Materials. ASTM F 88.

U.S. Food Chemicals Codex. Committee on Specifications, U.S. Pharmacopeia (USP), the new publisher of Food Chemicals Codex: <http://www.usp.org/fcc/>

Individual Performance-based Contract Requirements (PCRs)

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

The following provisions are incorporated by reference:

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) FAR

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009) DFARS

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010) DFAR

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010) FAR

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005) DFARS

The following provisions are incorporated in full text:

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) FAR

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) FAR

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(f) *Common parent.*

- o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- o Name and TIN of common parent:
 - Name _____
 - TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (MAY 1999) FAR

(a) *Definition.* “Women-owned business concern,” as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR [52.219-1](#), *Small Business Program Representations*, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2010) FAR

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____
[insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xix) [52.225-25](#), Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification. This provision applies to all solicitations.

(xx) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

__ (B) Alternate I.

__ (iv) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (v) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (vi) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services– Certification.

__ (vii) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (viii) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

__ (ix) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (x) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2010) DFARS

As prescribed in [204.1202](#), substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8:

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.207-4 ECONOMIC PURCHASE QUANTITY- SUPPLIES (AUG 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
Item	Quantity	Price Quotation	Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government’s requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010) FAR

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous

certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (JUL 2009) FAR

(a) *Definition.* "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of [6 U.S.C. 395](#) and for this solicitation provision (see FAR [9.108](#)).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997) FAR

a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE,
COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) FAR

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 311422.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) FAR

The offeror represents that—

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) FAR

The offeror represents that—

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) FAR

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) ([42 U.S.C. 11023](#)) and section 6607 of the Pollution Prevention Act of 1990 (PPA) ([42 U.S.C. 13106](#)), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, [42 U.S.C. 11023\(b\)\(1\)\(A\)](#);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, [42 U.S.C. 11023\(f\)](#) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C ([42 U.S.C. 6921](#), *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas..

(End of provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006) FAR

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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of provision)

52.225-20 PROHIBITION OF CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-CERTIFICATION (AUG 2009) FAR

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

252.225-7000 BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009) DFARS

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
_____	_____

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008) FAR

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and

subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at [252.247-7024](#), Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L-1 Solicitation Clauses and Provisions**

Notice: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.204-6 Data Universal Numbering System (DUNS) Number (APR 2008)

**252.204-7001 Commercial and Government Entity (Cage) Code Reporting (AUG 1999)
DFARS**

252.206-7000 Domestic Source Restriction (DEC 1991) DFARS

52.214-34 Submission of Offers in the English Language (APR 1991)

52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004)

**52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004) ALTERNATE I
(Oct 1997)**

52.216-27 Single or Multiple Awards (Oct 1995)

52.217-9003 Manufacturing or Production Information (FEB 1996) DLAD

52.219-24 Small Disadvantaged Business Participation Program-Targets (OCT 2000)

52.222-24 Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

52.233-9000 Agency Protests (SEP 1999) DLAD

NOTICE: The following clauses are incorporated in full text:**52.211-2 -- Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (Jan 2006)**

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>;
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

FAR 52.211-14 -- Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

252.211-7001 Availability of Specifications, Standards, and Data Item Descriptions Not Listed in the Acquisition Streamlining and Standardization Information System (ASSIST), and Plans, Drawings, and Other Pertinent Documents (MAY 2006) DFARS

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to: <https://pcf1.bsm.dla.mil/cfolders> with the exception of DLA TROOP SUPPORT, Clothing & Textile which should be directed to: <https://warfighter.dla.mil/contracting/>

52.211-9009 Non-Acceptability of Government Surplus Material (APR 2002) - DLAD

(a) Definition. "Surplus material," as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services (formerly DRMS) (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms "surplus" and "Government surplus" are used interchangeably in this clause.

(b) The Government has determined that offers of surplus material will not be considered for this acquisition.

52.211-9025 Compliance with National Sanitation Foundation (NSF) Requirements (SEP 2007) DLAD

(a) Successful offeror(s) shall be required to provide evidence that the item to be furnished meets the required NSF standards cited in the item description and/or specification. Provide the following information regarding items offered:

MANUFACTURER'S NAME _____

MAKE _____

MODEL NUMBER _____

(b) Acceptable evidence shall be either certification from the NSF or an independent testing laboratory. If item is pending NSF approval, evidence of NSF approval shall be furnished by the contractor to the Contracting Officer prior to or at the time of submission of the First Article Test Report (FATR). If FATR is waived, NSF approval must be received within 90 days after contract award. (See paragraph (d)(5) below).

(c) OFFEROR CHECK ONE:

Product has NSF approval. A copy of approval is attached.

Product currently is being tested or will be tested by NSF for compliance with the applicable NSF standards.

Results of tests for compliance with applicable NSF standards by independent testing laboratory have been approved by the Government. A copy of the Contracting Officer's approval is attached.

Product currently is being tested or will be tested for compliance with applicable NSF standards by an independent testing laboratory in accordance with this clause.

NSF testing has been waived due to the following: _____

(d) When the contractor elects to use an independent testing laboratory to demonstrate compliance with the applicable NSF standards the following shall apply:

(1) Satisfactory evidence of compliance shall be a test report, acceptable to the Contracting Officer, with the advice of the Army Surgeon General, from an independent testing laboratory, indicating that the item has been tested and conforms to the applicable NSF standards. The test report shall address all requirements of the NSF standards and contain all quantitative data generated as a result of the examinations and tests. These quantitative data shall show the exact measurement value regardless of whether a failure occurred, and where averages are reported, shall show the individual values as well as the averages.

(2) The Contracting Officer shall be notified of the time and location of all tests at least 10 days prior to commencement so that the Government may witness the tests if it so elects; provided however that if such testing begins before award, the contractor shall give written notice of such to the Contracting Officer not later than three days after award.

(3) The test report shall be delivered to the Contracting Officer, DLA TROOP SUPPORT(C&E), 700 Robbins Avenue, Philadelphia, PA 19111-5096 within 90 days after contract award if FATR is waived or prior to or at the time of required delivery of FATR. The contractor will be notified in writing of the approval or disapproval of the test report within 75 days after receipt of the report. A notice of approval shall not relieve the contractor from complying with applicable specification(s), NSF standards, and all other terms and conditions in any resulting contract.

(4) If the test report is disapproved, the contractor may be required, at the option of the Government, to repeat any or all of the tests, and deliver another report to the Government under the terms and conditions and within the time specified by the Government. After each requirement for additional tests, the contractor shall, at no additional cost to the Government, make any required changes or modifications. All costs related to all tests to demonstrate compliance with NSF standards shall be borne by the contractor, including any and all costs for additional testing which may be required following approval of any test report.

(5) If the contractor fails to deliver any test report on time, or the Contracting Officer disapproves any test, the contractor shall be deemed to have failed to make delivery within the meaning of the Default Clause in any resulting contract.

(6) If the Government does not act within the time specified in paragraph (3) above, the Contracting Officer shall, upon timely written request from the contractor, equitably adjust the delivery of performance dates and/or the contract price.

(7) Prior to approval of test report, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Prior to approval of test report, the costs thereof shall not be allocable to this contract for (i) progress payments, or (ii) termination settlement if the contract is terminated for the convenience of the Government.

252.211-7005 Substitutions for Military or Federal Specifications and Standards (Nov 2005) – DFARS

Definition. “SPI process,” as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of

SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcm.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards: (Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification
or Standard:

Affected Contract Line Item
Number, Subline Item Number,

Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror may submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

52.215-5 Facsimile Proposals (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 215-737-9300,9301,9302,9303.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price with an EPA, Indefinite Quantity contract resulting from this solicitation.

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer Eileen Friel (addressed as follows) by obtaining written and dated acknowledgment of receipt from DLA Troop Support P.O. Case 56667Philadelphia, PA 19111-6667

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

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es): <http://www.dla.mil/j-3/j-336/icps.htm>

FAR 52.252-5 Authorized Deviations in Provisions (APR 1984)

- (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 DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

L-2 Submission of Offers:

DLA Troop Support will use Lowest Price Technically Acceptable procedures for this acquisition. Offerors must ensure that they complete and submit all requirements of the solicitation. Additionally, vendors must submit a separate technical proposal in accordance with paragraph L-3 below. A separate business (cost/price) proposal, in accordance with paragraph L-4 below, and the completed solicitation must also be submitted. Information and all Product Demonstration Models (PDMs) must be received no later than the time and date set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraph L-3 and L-4 to facilitate the Government's proper, thorough, and timely review of your proposal. The complete proposals should be specific, stating clearly how you will meet all the requirements of the solicitation. Failure to furnish all of the required information and PDMs by the time specified in the solicitation may be cause for rejection of the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

The use of e-mail is authorized in the transmission of proposal revisions. Any such e-mail transmissions should be sent to the Contracting Officer and Contract Specialist. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, if applicable, will be designated in that request. Transmissions shall meet the requirement found at FAR 15.208(b)(1).

Note: the use of e-mail is not authorized for the transmission of initial proposals.

Your proposal must be prepared in separate parts as follows:

Part	Title	# of copies
1	Completed Solicitation	1
2	Technical Proposal	4

3

Business Proposal (Prices)

2

L-3 Technical Proposals:

The following information is required for technical proposals:

1.0 Product Quality/Product Demonstration Models (PDMs)

1. Vendors must submit PDMs for the FSR. Product Demonstration Models (PDMs) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDMs will become the property of the Government and will not be returned to the offeror. Failure to submit PDMs may result in rejection of an offer. Analytical results, wherever required, must be submitted with PDMs.
2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on the production line, which will result in rejection of the product.
3. Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may result in rejection of the offer. Offerors shall also warrant that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. Product from any resultant contract that does not conform to all requirements shall not be accepted by the Government.
4. PDMs shall be submitted as follows:

0001, First Strike Ration

PDMs shall be submitted for all items as listed in Section B on **pages 5 through 7** except mandatory source items.

A total of 105 samples of each item shall be submitted as follows:

A total of 32 samples of each item should be sent to:

U.S. Army Research, Development, and Engineering Command
NATICK Soldier Center
Attn: RDNS-CFF (Jill Bates)
15 Kansas Street
Natick, MA 01760-5018

NOTE: The end or side of the case should have a sticker, or be printed on the case, with the following information:

Product Demonstration Model Sample

Solicitation Number
Product Identity
Lot #
Company Name and Address
Point of Contact Name and Phone Number

Inside the case, along with the 32 samples, should be the required paperwork, fully identifying the product, solicitation number, contract number (if applicable), whether the item is an Initial, Replenishment, or Alternate PDM, USDA certification, any test results available, or any other information to assist in identifying the product and conducting the evaluation.

A total of 70 samples shall be sent to the cognizant in-plant Government inspector for items requiring Government origin inspection. In this instance, the offeror shall advise the Government inspector prior to production of the PDMs and shall obtain a signed statement from the inspector confirming possession of the samples and identifying the samples as from the same production lot as those submitted to Natick. The offeror shall submit this statement(s) with its balance of PDM samples submitted to DLA Troop Support.

The remaining 3 PDMs for each item shall be mailed along with your technical proposal to DLA Troop Support (attn. Christie Colaianni) at the address indicated in block 8 on the first page of the solicitation and must come from the same product lot code as those submitted to Natick and the USDA Government inspector.

Offerors may direct proposed subcontractors to submit PDM samples directly to Natick on their behalf. In those instances, the offeror will send written notification of subcontractor submissions to Natick and such PDMs must be clearly labeled for which offeror they are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated until written notification from the offeror is received. This consideration does not relieve the offeror of the full responsibility for submitting all PDMs in a timely manner. Late submissions of PDMs may be the basis for rejection of the proposal.

The Offeror shall provide a complete list of its PDMs submitted, with its technical proposal, to include: item, source of supply name and address, and item lot number. Note: Offerors may submit PDMs to Natick for evaluation any time after solicitation issuance. However, PDM Samples and documentation must be submitted by the deadline for receipt of proposals to the Business Opportunities Office (BOO) at DLA TROOP SUPPORT with the aforementioned supplier and lot number information.

2.0 Past Performance

Offerors may submit any information they want the Government to consider regarding their performance on these items or similar type item(s) during the period July 1, 2010, through October 31, 2011, to include Quality and Delivery History. Offerors may describe their experience since that time in providing the same or similar items and quantities as offered. Offerors are requested to submit any information about any unfavorable instances of past performance that occurred since July 1, 2010, and the corrective actions taken to preclude any such recurrences

L-4 Business Proposal

- (a) The Government reserves the right to require information other than cost or pricing data, as defined in FAR 15.403, or cost and pricing data, as applicable and if required to determine price reasonableness to any offer(s).
- (b) Prices shall be submitted for the base year and all option years.

Pricing should reflect the range between the minimum and maximum quantities. Offerors are requested to offer one price representing this entire range.

Base Year \$ _____ Option Year One \$ _____

Option Year Two \$ _____ Option Year Three \$ _____

Option Year Four \$ _____

(c) Pricing Spreadsheets

Below is the pricing spreadsheet for the Base Year and Option Years. Offerors will be required to submit pricing for the base year and all option years on a Microsoft Excel version, available on request.

SPM3S1-12-R-7104

NOTE: FILL IN YELLOW SHADED CELLS.

NOTE: DO NOT REARRANGE OR CHANGE SPREADSHEET FORMAT. DO NOT FILL IN GRAY SHADED CELLS.

Item Description	Qty Per Case	BASE YEAR			Portion Subject to EPA* PER CASE
		Cost Per Unit	Cost Per Case	Firm Fixed Cost/Cs	
First Strike Ration (FSR); 8970-01-584-8759	NSN:				
Bagel, Plain					
Baked Snack Cracker, Hot and Spicy Cheese					
Beef Snack, BBQ					
Beef Snack, Cranberry					
Beef Snack, Teriyaki					
Beverage Base, Type II, Lemon-Lime					
Beverage Base, Type II, Grape					
Beverage Base, Type II, Fruit Punch					

Beverage Base, Type II, Lemonade					
Beverage Base, Type II, Tropical Punch					
Beverage Base, Type II, Orange					
Caffeinated Chocolate Pudding					
Candy, Caffeinated Mints					
Chewing Gum, Xylitol, Peppermint					
Chewing Gum, Xylitol, Cinnamon					
Chicken, BBQ					
Chicken, Garlic and Herb					
Chicken Chunks					
Chocolate Protein Shake					
Coffee					
Crackers, Plain					
Dairy Shake, Strawberry Banana					
Dairy Shake, Vanilla					
Dessert Bar, Mocha					
Dessert Bar, Chocolate Banana Nut					
Dessert Bar, Peanut Butter					
Energy Gel, Mixed Berry					
Filled Apple Turnover					
Filled Blueberry Turnover					
Filled Cinnamon Bun					
Filled French Toast					
Filled Snack Cracker, Cheddar					
Filled Snack Pretzel, Cheddar					
Filled Wrap, BBQ Pork					
Filled Wrap, Mexican Beef					
FIRST STRIKE® Bar, Apple-Cinnamon					
FIRST STRIKE® Bar, Chocolate					
FIRST STRIKE® Bar, Cran-Raspberry					
FIRST STRIKE® Bar, Mocha					
Fruit, Dried Cranberries					
Fruit, Raisins					
Fruit, Zapplesauce					
Fruit, Zapplesauce Cinnamon					
Gum, Caffeinated Peppermint					
Gum, Caffeinated Cinnamon					

Hand Cleaner Towelette					
Hot Sauce					
Matches					
Nut Fruit Mix, Type II					
Nut Fruit Mix, Type III					
Nuts, Almonds					
Peanut Butter, Smooth					
Re-Closeable Plastic Bag					
Salt					
Sandwich, BBQ Chicken					
Sandwich, Beef Nacho					
Sandwich, Honey BBQ Beef					
Sandwich, Breakfast Bacon Cheddar					
Sandwich, Pepperoni					
Sandwich, Italian Style					
Salmon, Mango Chipotle					
Snack, Corn Kernels					
Snack, Pretzels, Style A					
Snack, Pretzels, Style B					
Snack, Pretzels, Style C					
Snack, Pretzels, Style D					
Snack, Pretzels, Style E					
Spoon (Ability One Mandatory Item)					
Spread, Cheddar Potato Bacon					
Sugar					
Toaster Pastry, Brown Sugar Cinnamon, Whole Wheat					
Toilet Tissue (Ability One Mandatory Item)					
Tuna, Albacore					
Tuna, Lemon Pepper					
Tuna, Sweet and Spicy					
Turkey Snack, Smoked					
Total Component Cost					
Packaging Materials					
Menu Assembly					
Final Assembly					
Inspection Cost					

Packaging Materials												
Menu Assembly												
Final Assembly												
Inspection Cost												
Subtotal												
Unit Cost/Case (Firm Fixed Price + Portion Subj to EPA)												
Profit												
Unit Price												
50% Quantity Level												
TOTAL PRICE												

NOTICE: The price evaluation is based on the unit of issue- case(cs). Other component prices are obtained for determining the Economic Price Adjustment or for comparison with future alternate components.

L-5 Additional Submission Requirements:

1. **Product Protection Plan:** In accordance with Product Protection requirement identified in Section I-2, the offeror shall submit its Product Protection Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. An electronic copy of the DLA Food Security Checklist is available at

http://www.DLATROOP SUPPORT.dla.mil/subs/fs_check.pdf.

2. **Surge and Sustainment (S&S):**

Offerors shall provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a validation/test Plan. Offerors shall submit a CAP that describes the method and capability to meet the surge requirements identified in the solicitation. The CAP must also include the supplier’s investment plan, stock rotation plan, and all other information contained in Section I-3, Surge and Sustainment (S&S) Requirements, of the solicitation. Offeror must complete and print the CAP summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part of the offer.

The offer shall fully describe and support how it will increase its delivery capacity from the Maximum order quantity(s) in clause 52.216-19 Order Limitations to the time-phased deliveries committed in the Surge Option Production Surge Plan. Supporting details should address manpower, equipment, facilities, and material management.

- 3. Integrated Pest Management Program:** Contractors and subcontractors of products with Higher Level Quality Requirements (documented Quality Systems Plan required) must submit the following to DLA TROOP SUPPORT-FTS as part of their Quality System Plan (see section I-4 for further details):
- a. A statement on whether service is in-house or provided by an external provider. If service is in-house, a copy of the employee's current pesticide applicator certificate/license shall also be submitted. If the service provider is external, submit the name of the company/provider.
 - b. A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.
 - c. A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.
 - d. If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)?

SECTION M – EVALUATION FACTORS FOR AWARD

The following clauses are incorporated by reference:

52.217-5 EVALUATION OF OPTIONS (JUL 1990) FAR
52.217-9P13 EVALUATION OF OPTIONS—SOURCE SELECTION FOR AN INDEFINITE-DELIEVRY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DGPA
52.211-9011 Business Systems Modernization (BSM) Delivery Terms and Evaluation (MAY 2006) DLAD

M-1 Source Evaluation and Selection Procedures:

Evaluation Process:

1. Technical Evaluation: Offerors are required to submit a technical proposal as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical requirements specified in this Section M. Proposals so technically deficient as to make them incapable of being made technically acceptable will be rejected, and excluded from the competitive range. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

2. Business Evaluation: Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305.

3. Selection: The final technical and business evaluation reports will be furnished to the contracting officer. When offers are determined to be technically acceptable for non-price factors the price evaluation will be conducted and award made based on the lowest price to the Government.

M-3 Evaluation Factors for Award (Evaluation Criteria):

Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors in accordance with DGPA 15.101-2(b).

1.0 Evaluation of Product Demonstration Models (PDMs):

The Government will evaluate the PDMs for compliance with the item descriptions and product specifications and will also evaluate the sensory qualities of the food product to include appearance, odor, flavor and texture using a 9-point quality scale to determine product acceptability, where 9 is the highest score and 1 the lowest score. A score of 6 or higher is deemed to be acceptable while 5 and below will be unacceptable. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

The overall PDM rating for each CFM sample evaluated by Natick will be no higher than the rating of the lowest-rated characteristic. If any one of the characteristics is rated “unacceptable,” the overall PDM rating will be “unacceptable” for the particular PDM item, even if other characteristics for that particular PDM are rated “acceptable” or “pass”. An “unacceptable” rating for any one characteristic will result in an “unacceptable” overall PDM rating.

DLA Troop Support shall use Natick’s ratings for each sample evaluated to conduct an overall PDM evaluation on an acceptable/unacceptable basis. The evaluation will be based on the number of acceptable/unacceptable ratings received for all the items sampled. The evaluation by DLA Troop Support will result in an overall acceptable/unacceptable determination, where an offeror must be acceptable in order to be considered for award. To be considered acceptable an offeror can have no more than 5 individual PDMs receiving an unacceptable rating.

Vendors shall have one opportunity to correct any deficiencies found during the evaluation of PDMs submitted as part of the initial proposal and have their FSR PDM pass evaluation. **Vendors are advised that if they have more than 5 unacceptable PDMs after the second evaluation, their proposal will be determined to be technically unacceptable and they will not be considered for award.**

The Government shall, however, require each PDM to be rated as “Acceptable” in order to commence production. In a scenario where a vendor has 5 or less unacceptable PDMs, allowing them to pass the overall PDM factor and be acceptable for award, the vendor will be allowed additional opportunities to correct the remaining items prior to commencing production.

Revised or alternate PDMs submitted during negotiations shall be evaluated for the same criteria detailed above.

2.0 Past Performance:

The Government will evaluate and rate the past performance of each offeror for the period from July 1, 2010, through October 31, 2011, regarding product quality and timely delivery, and, based on that evaluation, will determine each offeror to be acceptable or unacceptable. The Government will evaluate the offeror's record of past performance as reflected in its performance of previous Government contracts within the identified time period as both suppliers and subcontractors and the contractor's reliability in providing product that conforms to the solicitation requirements.

This assessment will be based on information provided by the offeror in its proposal, information contained in records maintained by the Government, (for example but not limited to PPIRS, FAPIIS, warranty action, destination failures, late deliveries, substitutions, waivers reworks, deviations, retort pouch statistics specifically thermostabilized critical and non-critical and non-thermostabilized performance etc.) and possibly by investigation of the contractor's record of performing commercial contracts. The Government will mainly rely on its own, internal data/records for performance of government contracts. The Government will consider all relevant facts and circumstances, and therefore encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred since July 1, 2010. More recent trends in contractor performance/delivery will be given more weight since they are deemed more indicative of the offeror's future performance. That is (considering only the period since July 1, 2010) more recent aspects of performance - if they seem to be more than isolated instances - may be viewed as more significant than less recent aspects of performance.

For evaluation purposes, an offeror is Acceptable if, based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. An offeror is Unacceptable, if based on the offeror's performance record; the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort. The Government will also use the following table as a guideline to rating Past Performance:

Rating	Description
Acceptable	Based on the offeror's performance record, the Government has reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

M-4 Price Evaluation:

Price evaluation is based on the unit of issue, case (CS). Other component prices are obtained for determining the economic price adjustment or for comparison with future alternate components and will be evaluated for balance only. Award will be made to the offeror whose proposal is the lowest price

technically acceptable. The component prices and case prices will be evaluated for balance. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M-5 Additional Evaluations

These required submissions will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

1. Product Protection Plan will be evaluated to determine acceptability.
2. Surge and Sustainment (S&S)

Surge and Sustainment capability is a requirement in this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP). The offeror's proposal may be deemed unacceptable for failure to submit the required S&S information in accordance with the solicitation. The Government reserves the right to require additional information if necessary.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit. The CAP must demonstrate the offeror's ability to provide the S&S quantity and delivery as specified in the Surge and Sustainment Spreadsheet in Section I-3; the technical merits of the offerors ability to meet the proposed quantity and delivery requirements; and the ability to achieve these without Government investment.

3. An Integrated Pest Management Plan will be evaluated to determine acceptability.

SPM3S1-12-R-7104

ATTACHMENT 1
SPECIFICATIONS
ACR-F-08

SECTION C

The First Strike Ration® (FSR™) provides a special purpose operational ration for the individual during the first 72 hours of a mission.

C-1 ITEM DESCRIPTION

ACR-F-08, FIRST STRIKE RATION® (FSR™) ASSEMBLY REQUIREMENTS

C-2 ASSEMBLY REQUIREMENTS

A. Components. The components are specified in table I.

TABLE I. Components

<u>Component</u>	<u>Reference</u>
<u>Entrees</u>	
Chicken Breast Fillets, Seasoned	<u>A-A-20361</u>
Garlic and Herb Seasonings	Type I
Barbecue Sauce	Type II
Chicken Chunks, White, Cooked, Canned or in a Pouch, 7 oz. Pouch	<u>A-A-20352</u> , Type VI
<u>Filled Bakery Item</u>	
Filled French Toast	Type I
Cinnamon Bun	Type II
Apple Turnover	Type III
Blueberry Turnover	Type IV
<u>Filled Wrap</u>	
Barbecued Seasoned Pork	Type I
Mexican Style Beef	Type II
Salmon, Flexible Retort Pouch, Pink, Deep Skinned and Boneless, Other, Mango Chipotle, Regular Sodium	<u>A-A-20158E</u> , Type B, Species IV, Style c, Packing media 3, Flavor 2, Sodium Level (a)
Sandwich, Breakfast, Shelf Stable, Bacon Cheddar	<u>MIL-DTL-32223</u>
Sandwich, Shelf Stable	<u>MIL-DTL-32141</u>
Nacho Flavored Beef	Type I
Pepperoni	Type II
Honey Barbecue Chicken	Type III
Honey Barbecue Beef	Type IV
Italian Style	Type V

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TABLE I. Components - Continued

Component	Reference
Tuna, Flexible Pouches	<u>A-A-20155D</u> , Type B,
Chunk, Light, Water, Lemon Pepper, Regular Salt	Form I, Color a, Packing Media 1, Flavor 1, Salt/Sodium Level (a)
Chunk, Light, Water, Sweet and Spicy Regular Salt	Form I, Color a, Packing Media 1, Flavor 3, Salt/Sodium Level (a)
Solid, White (Albacore), Water, Unflavored, Regular Salt, 3 ounce	Form II, Color b, Packing Media 1, Unflavored, Salt/Sodium Level (a)
<u>Starches and Soups</u>	
Bagel, Plain	<u>MIL-DTI-32219</u> , Type I
Crackers, Fortified, Plain	<u>PCR-C-037</u> , Type I
Snack Bread, Fortified	<u>PCR-S-009B</u> , C
Wheat Snack Bread, Twin Pack	Type I, Style B
Spread Soup Mix	<u>PCR-S-023</u>
Cheddar Potato with Artificial Bacon Bits	Type II
Tortillas	<u>PCR-T-008</u>
<u>Fruits</u>	
Fruits, Wet Pack	<u>PCR-F-002C</u>
Applesauce, Carbohydrate Enhanced, Sweetened, Regular Style, Style 2 or 3 spout pouch	Type VII
Applesauce, Carbohydrate Enhanced, Sweetened, Regular Style, Cinnamon, Style 2 or 3 spout pouch	Type IX
Fruits, Osmotically Dried	<u>A-A-20299A</u>
Sliced Cranberries, Not Fortified	Type VII, Fortification a
Raisins, Not Fortified	Type IX, Fortification a

Comment [C1]: Natick case ES11-072, change 04, 22 Apr 11, to update reference.

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TABLE I. Components - Continued

Component	Reference
<u>Beverages</u>	
Beverage Bases (Powdered)	<u>A-A-20098E</u>
Sweetened with Nutritive Sweetener, Ascorbic Acid and Maltodextrin, Flat Interlocking Closure Pouch	Type II, Formulation e, Design B
Orange, Lemon-Lime, Grape, Fruit Punch, Lemonade or Tropical Punch	Flavors 1, 4, 5, 7, 8 or 10
Chocolate Protein Drink	<u>PCR-C-082</u>
Dairyshake Powder, Fortified with Calcium and Vitamin D, 70 g.	<u>PCR-D-002A</u>
Vanilla or Strawberry Banana Flat Interlocking Closure Pouch	Flavors I or IV Design B
<u>Desserts and Snacks</u>	
Beef and Turkey Snacks, Cured	<u>A-A-20298B</u>
Beef, Moist Cured/Kippered, Chopped and Formed, Strips	Variety A, Type II, Style a, Class 1 Package J
Teriyaki or Barbeque	Flavors (b) or (c)
Beef, Moist cured/Lactate, Natural Style, Nuggets	Variety A, Type III, Style b, Class 4
Cranberry	Flavor (g)
Turkey, Moist cured/Lactate, Natural Style, Nuggets	Variety B, Type III, Style b, Class 4
Smoked	Flavor (a)
Caffeinated Chocolate Pudding	<u>PCR-C-081</u>
Style 2 or 3 Spout Pouch	
Cakes and Brownies, and Muffin Tops	<u>PCR-C-007D</u>
Cake, Lemon Poppy Seed Pound Cake	Type I, Flavor 6
Candy and Chocolate Confections	<u>A-A-20177E</u>
Caffeinated Mints, Round Tablets, Sugar Free Peppermint	Type XII, Style A <input type="checkbox"/>
Cheese Spread, Cheddar; Fortified	<u>PCR-C-039</u>
Plain or with Jalapeno Peppers	Type I or II
Dessert Bar	<u>PCR-D-004</u>
Mocha, Peanut Butter or Chocolate Banana Nut	Flavors I, II or III
Energy Gel, Mixed Berry	<u>PCR-E-018</u> , Flavor I

Comment [C2]: Natick case ES11-072, change 04, 22 Apr 11, to provide correct citation.

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TABLE I. Components - Continued

Component	Reference
First Strike™ Bar, Mini Chocolate, Apple-Cinnamon, Cran-Raspberry or Mocha	<u>PCR-F-001</u> , Style B Flavors I, II, III or V
Nut and Fruit Mix	<u>PCR-N-003</u>
Nut and Raisins with Pan Coated Chocolate Disks	Type II
Nuts with Raw Sunflower Kernels and Infused Fruit	Type III
Nuts, Shelled, Roasted	<u>A-A-20164D</u>
Almonds (Unblanched), Flavored (Smoked)	Type IX, Style C
Peanut Butter and Peanut Spread	<u>A-A-20328A</u>
Peanut Butter, Regular, Smooth, Stabilized, Fortified	Style I, Class A, Texture I, Type a, Fortification b
Snack Foods	<u>A-A-20195D</u>
Pretzels, Bavarian or Hard, Rods, Sticks, Twists or Nuggets, Plain, Salted	Type II, Style A, B, C (Flavor 1), D (Flavor 1) or E (Flavor 1)
Filled Pretzels, Cheddar Cheese	Type II, Style F, Flavor 1
Baked Snack Crackers, Hot and Spicy Cheese	Type V, Flavor 2
Toasted Corn Kernels, Plain, Salted	Type VI, Flavor 1
Cheese Filled Crackers, Cheddar Cheese	Type VII, Flavor 1
Toaster Pastries	<u>A-A-20211B</u>
Regular, Frosted, Brown Sugar Cinnamon, Whole Wheat Flour, Fortified, Rectangular, Single Serving Packet	Type I, Style B, Flavor 3, Grain Composition (2), Fortification a, Shape i, Servings (a)
<u>Other Items</u>	
Barbecue Sauce, Plain/Regular, Without Fruit Purees	<u>A-A-20335A</u> , Flavor I, Type B
Chewing Gum	<u>A-A-20175C</u>
Disk, Regular, with Caffeine, Regular, Peppermint Cinnamon	Type VII, Size B, Style (2), Class 1 Flavor a Flavor c
Hot Sauce 2/ Extra Hot 4x, 1/8 fl. oz. pouch	<u>A-A-20097E</u> [E] Type II
Mayonnaise, Salad Dressing and Tartar Sauce	<u>A-A-20140D</u>
Mayonnaise, Fat Free	Type I, Style C
Fork, Knife and Spoon, Picnic (Plastic)	<u>A-A-3109B</u>
High Impact, Spoon, MRE, 7-inch (Brown)	Type IV, Item 13
Re-closeable Interlocking Plastic Bag	1/

Comment [C3]: Natick case ES11-072, change 04, 22 Apr 11, to update reference.

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1/ The plastic bag shall be 0.003" thick, beige, opaque, LDPE, minimum 10 inches wide by 12 inches long, with double track zippers.

2/ Hot sauce may be packaged in the subassembly/accessory packet or loose in the meal bag.

B. Accessory components. Accessory components are specified in table II.

TABLE II. Accessory Components

Component	Reference	Acc. Pack
Chewing Gum, Tablet, Regular, Without Caffeine, Xylitol Sweetened, Peppermint or Cinnamon 1/	<u>A-A-20175C</u> , Type I, Size B, Style (1), Class 3, Flavor a or c	A, B, C
Hand Cleaner (Pre-moistened Towelette), Unscented, Water Based	<u>A-A-461B</u> , Type II, 2 towelettes per accessory pack	2 A, B, C
Matches, Safety	<u>A-A-59489A</u> , Type I, Class B	A, B, C
Salt, Table, Iodized, 4 grams	<u>NaCl Monograph</u>	A, B, C
Toilet Tissue, Institutional, Folded, One Ply, 4-1/2 by 4-1/2 inches	<u>A-A-59594</u> , Style II, Type A, Sheet size b	A, B, C
Coffee, Soluble, Freeze Dried, Regular	<u>A-A-20184B</u> , Type III, Style A, Pack 2	A
Creamer, Non-Dairy, Dry, Regular, Original	<u>A-A-20043C</u> , Style I, Flavor A	A
Sugar, 1/7 ounce	<u>A-A-20135D</u> , Type I, Style A	A
Beverage Base (Powdered) 1/	<u>A-A-20098E</u>	B
Sweetened with Non-Nutritive Sweetener, Lap or Fin Seal Pouch	Type III Design D	
Lemonade, Non-fortified	Flavor 8, Formulation a	
Raspberry, Non-fortified	Flavor 13, Formulation a	

1/ Flavors shall be procured in equal quantities and assembled in a uniform distribution

C. Contents. The contents of each meal are specified in table III.

TABLE III. Contents

Menu #1	Menu #2	Menu #3
Filled French Toast	Toaster Pastry	Cake, Lemon Poppy Pound
Sandwich, Breakfast Bac. Ch.	Sandwich, Italian Style	Sandwich, Honey BBQ Beef
Sandwich, Pepperoni	Chicken Chunks	Tuna, Lemon Pepper
Cheese Spread, Jalapeno	Tortillas	Tortillas
Snack Bread	Peanut Butter	Cheese Spread, Plain
Dessert Bar, Peanut Butter	Crackers	Crackers
First Strike™ Bar, Chocolate	Dessert Bar, Mocha	Dessert Bar,
Beef Snack, Teriyaki	First Strike™ Bar, Apple-	Chocolate Banana Nut
Beef Snack, Barbeque	Cinnamon	First Strike™ Bar, Mocha
Snack, Pretzels	Beef Snack, Teriyaki	First Strike™ Bar, Cran-
Fruit, Zapplesauce, Cinnamon	Beef Snack, Barbeque	Raspberry
Nut Fruit Mix, Type III	Fruit, Zapplesauce	Snack, Corn Kernels
Chocolate Protein Drink	Fruit, Dried, Cranberries	Fruit, Zapplesauce
Beverage (1) 1/	Nuts, Almonds	Nut Fruit Mix, Type III
Gum, Caffeine, Cinnamon	Beverages (2) 1/	Beverages (2) 1/
Hand Cleaner	Gum, Caffeine, Peppermint	Candy, Caffeinated Mints
Re-closeable Plastic Bag	BBQ Sauce	Mayonnaise
Spoon	Hot Sauce 2/	Hot Sauce 2/
Accessory Packet B	Hand Cleaner	Hand Cleaner
	Re-closeable Plastic Bag	Re-closeable Plastic Bag
	Spoon	Spoon
	Accessory Packet B	Accessory Packet A

1/ Flavors shall be procured in equal quantities and assembled in a uniform distribution. When menu contains two beverages, they shall be different flavors.

2/ Hot sauce may be packaged in the subassembly/accessory packet or loose in the meal bag.

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TABLE III. Contents - Continued

<u>Menu #4</u>	<u>Menu #5</u>	<u>Menu #6</u>
Filled Cinnamon Bun	Filled French Toast	Filled Apple Turnover
Filled Wrap, Mexican Beef	Toaster Pastry	Filled Wrap, BBQ Pork
Chicken, BBQ	Sandwich, BBQ Chicken	Chicken, Garlic and Herb
Cheese Spread, Jalapeno	Salmon, Mango Chipotle	Cheese Spread, Plain
Snack Bread	Peanut Butter, Plain	Bagel, Plain
Beef Snack, Cranberry Nugget	Crackers, Plain	Beef Snack, Cranberry Nugget
Dessert Bar, Peanut Butter	Turkey Snack	Snack, Filled Pretzel, Cheddar
First Strike™ Bar, Mocha	Snack, Corn Kernels	Dessert Bar, Mocha
Energy Gel, Mixed Berry	First Strike™ Bar, Cran-	First Strike™ Bar, Apple-
Snack, Filled Pretzel, Cheddar	Raspberry	Cinnamon
Fruit, Zapplesauce	Energy Gel, Mixed Berry	Caffeinated Chocolate Pudding
Fruit, Raisins	Nut Fruit Mix, Type II	Fruit, Dried, Cranberries
Beverages (2) <u>1/</u>	Fruit, Zapplesauce, Cinnamon	Dairyshake,
Gum, Caffeinated, Cinnamon	Chocolate Protein Drink	Strawberry Banana
Hot Sauce <u>2/</u>	Beverage (1) <u>1/</u>	Beverage (1) <u>1/</u>
Hand Cleaner	Candy, Caffeinated Mints	Gum, Caffeinated, Peppermint
Re-closeable Plastic Bag	Hand Cleaner	Hot Sauce <u>2/</u>
Spoon	Re-closeable Plastic Bag	Hand Cleaner
Accessory Packet A	Spoon	Re-closeable Plastic Bag
	Accessory Packet C	Spoon
		Accessory Packet C

1/ Flavors shall be procured in equal quantities and assembled in a uniform distribution. When menu contains two beverages, they shall be different flavors.

2/ Hot sauce may be packaged in the subassembly/accessory packet or loose in the meal bag.

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TABLE III. Contents - Continued

<u>Menu #7</u>	<u>Menu #8</u>	<u>Menu #9</u>
Filled Blueberry Turnover	Filled French Toast	Filled Cinnamon Bun
Sandwich, Beef Nacho	Sandwich, BBQ Chicken	Sandwich, Italian
Tuna, Sweet and Spicy	Tuna, Albacore	Chicken, Garlic and Herb
Spread, Cheddar Potato Bacon	Bagel, Plain	Tortillas
Crackers, Plain	Snack, Filled Cracker,	Spread, Cheddar Potato Bacon
Snack Bread	Cheddar	Crackers, Plain
Snack, Baked Cracker,	Beef Snack, Barbeque	Snack, Corn Kernels
Hot and Spicy Cheese	Beef Snack, Teriyaki	Beef Snack, Cranberry Nugget
Turkey Snack	Dessert Bar,	First Strike™ Bar, Cran-
First Strike™ Bar, Chocolate	Chocolate Banana Nut	Raspberry
First Strike™ Bar, Apple-	First Strike™ Bar, Mocha	Caffeinated Chocolate Pudding
Cinnamon	Fruit, Zapplesauce, Cinnamon	Fruit, Dried, Raisins
Nut Fruit Mix, Type III	Nut Fruit Mix, Type II	Dairyshake, Vanilla
Fruit, Zapplesauce	Dairyshake, Vanilla	Beverage (1) 1/
Beverages (2) 1/	Beverage (1) 1/	Candy, Caffeinated Mints
Gum, Caffeinated, Cinnamon	Gum, Caffeinated,	Hand Cleaner
Mayonnaise	Peppermint	Re-closeable Plastic Bag
Hand Cleaner	Mayonnaise	Spoon
Re-closeable Plastic Bag	Hand Cleaner	Accessory Packet B
Spoon	Re-closeable Plastic Bag	
Accessory Packet A	Spoon	
	Accessory Packet A	

1/ Flavors shall be procured in equal quantities and assembled in a uniform distribution. When menu contains two beverages, they shall be different flavors.

2/ Hot sauce may be packaged in the subassembly/accessory packet or loose in the meal bag.

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SECTION D

D-1 PACKAGING

A. Components.

(1) Subassembly packet/accessory packet. The subassembly/accessory packet shall be a preformed pouch or a form-fill-seal pouch. Dimensions shall be sufficient to contain all components. Seals shall be a minimum 1/8 inch wide. A tear nick, notch or serrations shall be provided to facilitate opening of the filled and sealed pouch. The average seal strength of the pouch seals shall be not less than 3.5 pounds per inch of width and no individual specimen shall have a seal strength of less than 3.0 pounds per inch of width. As an alternative to the seal strength requirement, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance. The pouch shall be made from polymeric films or film combinations with adequate strength and thickness to contain and protect the components. The water vapor transmission rate (WVTR) of the film shall not exceed 6.2 gm/m²/24hrs/90%rh/100°F when tested in accordance with ASTM F 372, Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials Using an Infrared Detection Technique; ASTM E 96, Standard Test Methods for Water Vapor Transmission of Materials or Method 3030 of FED-STD-101, Test Procedures for Packaging Materials. The exterior color of the pouch shall be clear or tan.

(2) Time-temperature indicator (TTI) label. The TTI label shall be a 3/4 inch square, bull's-eye type, pressure sensitive adhesive label. The TTI label shall have an activation energy (Ea) of 24–30 kcal/mole, be protected from ultraviolet radiation and have a shelf life of 730 days at 80°F as pivot point.

(3) Meal assembly packet. The meal assembly packet shall be of sufficient thickness and strength to contain the meal components without tearing or spillage of meal contents throughout assembly, packing and distribution.

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B. Assembly.

(1) Subassembly/accessory packet assembly. One of each applicable component as described in table II shall be inserted in a pouch. If a subassembly is used, additional components may also be inserted in the pouch. For a preformed pouch, contents shall be inserted in the pouch and the pouch shall be closed with a heat seal not less than 1/8 inch wide. For a form-fill-seal pouch, components shall be placed in the body and the cover applied by heat sealing with a seal not less than 1/8 inch wide. The closure seal shall be free of foldover wrinkles or entrapped matter that reduces the effective seal width to less than 1/16 inch. The average seal strength of the pouch seals shall be not less than 3.5 pounds per inch of width and no individual specimen shall have a seal strength of less than 3.0 pounds per inch of width. As an alternative to the seal strength requirement, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance.

(2) Meal assembly. Each applicable component for each meal as described in table III shall be inserted in a meal assembly packet. The meal assembly packet shall be shrink wrapped or heat-sealed (as applicable). If closed by heat seal, the seal shall be not less than 1/8 inch wide. The sealed assembly packet shall not show any evidence of foreign odor. The size of the finished meal assembly packet shall allow for the packing of nine meals into the box.

D-2 LABELING

A. Subassembly/accessory packet. The subassembly/accessory packet shall be labeled on one face in permanent dark contrasting color ink with the letter A, B, or C as applicable.

B. Meal assembly packet. Each packet shall be correctly and legibly labeled in accordance with the colors and design of the FIRST STRIKE RATION® label shown in figure 1. (NOTE: The registered label design of the U.S. Army Research, Development and Engineering Command, Natick Soldier Research, Development and Engineering Center is available electronically.) As an alternate labeling method, a pre-printed self-adhering 0.002 inch thick polyester label may be used.

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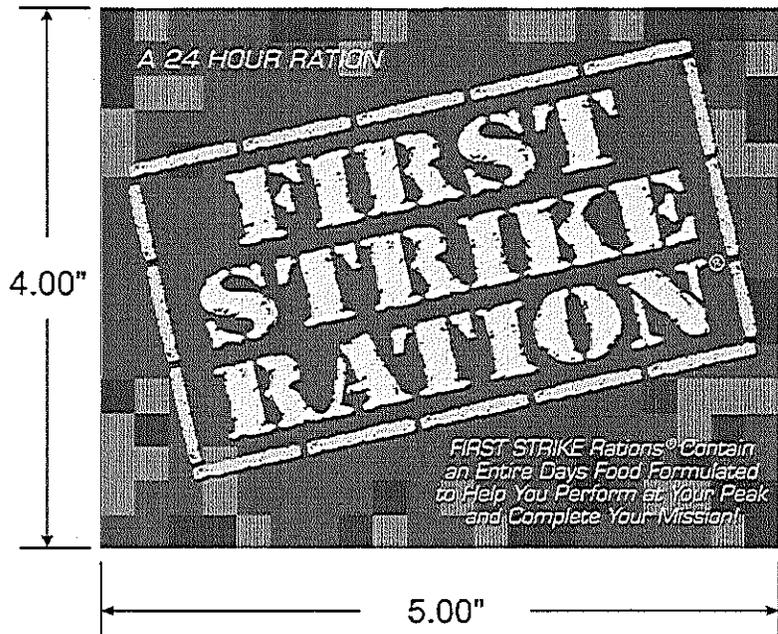


Figure 1. FIRST STRIKE RATION® Label.

Comment [p4]: Natick case ES11-072, change 04, 22 Apr 11, Delete label & replace with revised graphics

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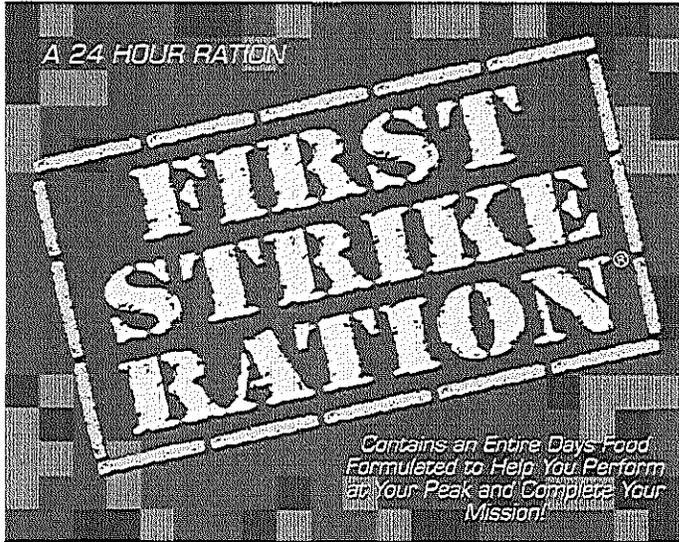


Figure 1. First Strike Ration® Label.

Comment [CS]: Natick case ES11-072, change 04, 22 Apr 11, to provide revised graphics.

The following information shall also be printed on the packet:

Contractor's name and address
Appropriate menu number and contents

D-3 PACKING

A. Packing. Nine meals, one of each menu, shall be packed in a fiberboard box. The fiberboard box shall conform to RSC-L, of ASTM D 5118/D 5118M, Standard Practice for Fabrication of Fiberboard Shipping Boxes, grade V2s of ASTM D 4727/D 4727M, Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shapes, except the requirements for dry burst strength shall be minimum 425 psi, the requirement for wet burst strength shall be minimum 250 psi and the laminated board thickness shall be 0.069 inches. [The U.S. Army Research, Development & Engineering Command, Natick Soldier Research, Development and Engineering Center has found that

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solid fiberboard shipping container material consisting of two outer facings of 90# wet strength linerboard and an inner ply of 69# linerboard meets the performance criteria of this specification.] The box liner shall be a full inside width box liner fabricated from grade W5c fiberboard in accordance with ASTM D 5118/D 5118M, except the terminal ends of the liner shall overlap a minimum of 2 inches and no fastening of the overlap is required. The box shall be closed in accordance with closure method 2A1 of ASTM D 1974, Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes; except the gap between the outer flaps shall be not more than 3/4 inch wide. Each box shall be reinforced with two girthwise nonmetallic straps. The inside dimensions of the box shall be 16-11/16 inches in length, 9-1/8 inches in width and 10-1/4 inches in depth.

D-4 UNITIZATION

A. Unit loads. Forty-eight boxes shall be arranged in unit loads in accordance with type I, class C of DSCP FORM 3507, Loads, Unit: Preparation of Semiperishable Subsistence Items. At least two boxes in each tier shall be oriented to display the TTI label.

D-5 MARKING

A. Shipping containers. Shipping containers shall be marked in accordance with DSCP FORM 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence and as specified in the contract with the following exceptions:

(1) Identification markings normally placed on an end of the shipping container shall read from top to bottom, left to right, when the shipping container is rotated from its upright position onto its side for palletization. The major flaps of the shipping container closure immediately to the right of the marked end of the shipping container shall bear the following marking:

Contract data and other required markings
Date of pack
Lot number
U.S. GOVERNMENT PROPERTY – COMMERCIAL RESALE IS UNLAWFUL

Time Temperature Indicator label shall be centrally positioned on the panel. A minimum distance (quiet zone) of 1/4 inch from the nearest identification marking shall be maintained.

(2) One side panel of shipping container shall be marked "FIRST STRIKE RATION®" in letters not less than 1-1/4 inches high.

B. Unit loads. Unit loads shall be marked in accordance with DSCP FORM 3556.

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SECTION E INSPECTION AND ACCEPTANCE

The following quality assurance criteria, utilizing ANSI/ASQ Z1.4, Sampling Procedures and Tables for Inspection by Attributes, are required. Unless otherwise specified, single sampling plans indicated in ANSI/ASQ Z1.4 will be utilized. When required, the manufacturer shall provide the Certificate(s) of Conformance to the appropriate inspection activity. Certificate(s) of Conformance not provided shall be cause for rejection of the lot.

A. Definitions.

(1) Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end item, i.e., the consumption of the ration.

(2) Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

(3) Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

B. Conformance inspection. Conformance inspection shall include the examinations/tests and the methods of inspection cited in this section.

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C. Packaging examination.

(1) Subassembly/accessory material certification. The pouch material shall be tested for these characteristics. A Certificate of Conformance (CoC) may be accepted as evidence that the characteristics conform to the specified requirements.

Characteristic	Requirement para	Test procedure
Color of subassembly/accessory pouch	D-1,A(1)	Visual evaluation
Water vapor transmission rate	D-1,A(1)	ASTM F 372, ASTM E 96 or Method 3030, FED-STD-101 1/

1/ ASTM E 96 Standard Test Methods for Water Vapor Transmission of Materials

ASTM F 372 Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials Using an Infrared Detection Technique

FED-STD-101 Test Procedures for Packaging Materials

(2) Unfilled preformed subassembly/accessory packet pouch certification. A CoC may be accepted as evidence that unfilled pouches conform to the requirements specified in D-1,A(1). When deemed necessary by the USDA, testing of the unfilled preformed pouches for seal strength shall be as specified in E,D(1)a.

(3) Subassembly/accessory packet examination. The filled and sealed packets shall be examined for the defects listed in table IV. The lot size shall be expressed in packets. The sample unit shall be one packet. The inspection level shall be S-4 and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 2.5 for major defects and 4.0 for minor defects.

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TABLE IV. Subassembly/accessory packet defects

Category		Defect
Major	Minor	
101		Not clean. <u>1/</u>
	201	Seal width less than 1/16 inch. <u>2/</u>
	202	Tear nick or notch or serrations missing or does not facilitate opening.
	203	Tear or hole or open seal.
	204	Label missing or incorrect or illegible.
	205	Pouch not sealed on four sides.

1/ Outer packaging shall be free from foreign matter, which is unwholesome, has the potential to cause package damage (for example, glass, metal fillings, etc.), or generally detracts from the clean appearance of the package. The following examples shall not be scored as defects for unclean:

a. Foreign matter which presents no health hazard or potential package damage and which can be readily removed by gently shaking the package or by gently brushing the package with a clean dry cloth.

b. Localized dried product which affects less than 1/8 of the total surface area of one pouch face, or an aggregate of scattered dried product which affects less than 1/4 of the total surface area of one pouch face.

2/ An effective seal is defined as any uncontaminated, fusion bonded, continuous path, minimum 1/16 inch wide, producing a hermetically sealed pouch.

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(4) Subassembly/accessory packet contents examination. The filled and sealed packets shall be examined for the defects listed in table V (this examination may be performed on the preformed pouches after filling and prior to sealing). The lot size shall be expressed in packets. The sample unit shall be one packet open or sealed. The inspection level shall be S-4 and the AQL, expressed in terms of defects per hundred units, shall be 1.5 for major defects and 4.0 for minor defects.

TABLE V. Subassembly/accessory packet contents defects

Category		Defect
Major	Minor	
101		Component not clean. 1/
	201	Missing or unserviceable component.
	202	Plastic shrink film missing from around screw cap of hot sauce bottle or hot sauce bottle leaking, as applicable.

1/ Outer packaging shall be free from foreign matter, which is unwholesome, has the potential to cause package damage (for example, glass, metal filings, etc.), or generally detracts from the clean appearance of the package. The following examples shall not be scored as defects for unclean:

a. Foreign matter which presents no health hazard or potential package damage and which can be readily removed by gently shaking the package or by gently brushing the package with a clean dry cloth.

b. Localized dried product which affects less than 1/8 of the total surface area of one package face, or an aggregate of scattered dried product which affects less than 1/4 of the total surface area of one package face.

(5) Assembled meal packet examination. The filled and sealed meal packets shall be inspected for the defects listed in table VI. The lot size shall be expressed in packets. The sample unit shall be one packet. The inspection level shall be S-4 and the AQL, expressed in terms of defects per hundred units, shall be 2.5 for major defects and 4.0 for minor defects. A minimum of 50 samples shall be examined for critical defects. The finding of any critical defect shall be cause for rejection of the lot. The inspection sample shall contain a proportionate amount of each of the meals.

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TABLE VI. Assembled meal packet defects

Critical	Category		Defect
	Major	Minor	
1			Tear or hole or open seal in sandwich, filled wrap, filled bakery item, cheese spread, salmon, tuna or chicken pouch.
2			Swollen sandwich, filled wrap, filled bakery item, cheese spread, salmon, tuna or chicken pouch.
		101	Menu component missing or incorrect assortment for menu.
		102	Meal packet not clean or outer packaging of contents not clean. <u>1/</u>
		103	Foreign odor.
		104	Labeling missing or incorrect or illegible.
		105	Swollen peanut butter or spread soup pouch.
		106	Tear or hole or open seal in component packages.
		107	Crushed or broken component. <u>2/</u>
		108	Broken spoon.
		201	Tear or hole or open seal in meal packet. <u>3/</u>
		202	Tear or hole or open seal in subassembly/accessory packet.
		203	Plastic shrink film missing from around screw cap of hot sauce bottle or hot sauce bottle leaking, as applicable.
		204	Re-closeable interlocking plastic bag not as specified.

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1/ Outer packaging shall be free from foreign matter, which is unwholesome, has the potential to cause package damage (i.e. glass, metal filings, etc.), or generally detracts from the clean appearance of the package. The following examples shall not be scored as defects for unclean:

a. Foreign matter which presents no health hazard or potential package damage and which can be readily removed by gently shaking the package or by gently brushing the package with a clean dry cloth.

b. Localized dried product which affects less than 1/8 of the total surface area of one pouch face, or an aggregate of scattered dried product which affects less than 1/4 of the total surface area of one pouch face.

2/ For definition of crushed or broken, refer to applicable ration component document.

3/ The holes provided in shrink films to allow venting of air to facilitate effective application of shrink wrap film are permitted and shall not be scored as defects. In addition a single vent hole in a preformed bag not greater than 1/4 inch diameter is allowed and shall not be scored a defect.

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D. Methods of inspection.

(1) Seal testing. The pouch seals shall be tested for seal strength or internal pressure resistance as required in a or b, as applicable.

a. Unfilled preformed subassembly/accessory packet pouch. The seals of the unfilled preformed pouches for the subassembly/accessory packet shall be tested for seal strength in accordance with ASTM F 88, Seal Strength of Flexible Barrier Materials. The lot size shall be expressed in pouches. The sample unit shall be one pouch. The inspection shall be level S-1 and the AQL, expressed in defects per hundred units, shall be 10.0. Three specimens shall be cut from each of the three sealed sides of each pouch in the sample. The average seal strength of any side shall be calculated by averaging the results of the three specimens cut from that side. Any test specimen failing to meet a seal strength of 3 pounds per inch of width shall be scored a major defect. Any average seal strength of less than 3.5 pounds per inch of width shall be cause for rejection of the lot. Alternatively, the internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table IV, footnote 2/) shall be considered a test failure. Any test failure shall be classified as a major defect and shall be cause for rejection of the lot.

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b. Subassembly/accessory packet pouch closure. The closure seals of the pouches for the subassembly/accessory packet shall be tested for seal strength in accordance with ASTM F 88. The lot size shall be expressed in pouches. The sample unit shall be one pouch. The inspection level shall be S-1 and the AQL, expressed in defects per hundred units, shall be 10.0. For the closure seal on preformed pouches, three adjacent specimens shall be cut from the closure seal of each pouch in the sample. For the form-fill-seal pouches, three specimens shall be cut from each side and each end of each pouch in the sample. The average seal strength of any side, end or closure shall be calculated by averaging the three specimens cut from that side, end or closure. Any test specimen failing to meet a seal strength of 3 pounds per inch of width shall be scored a major defect. Any average seal strength of less than 3.5 pounds per inch of width shall be cause for rejection of the lot. Alternatively, the internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table IV, footnote 2/) shall be considered a test failure. Any test failure shall be classified as a major defect and shall be cause for rejection of the lot.

E. Packing.

(1) Shipping container and marking examination. The filled and sealed shipping containers shall be examined for the defects listed in table VII. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container fully packed. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for total defects.

TABLE VII. Shipping container and marking defects

Category		Defect
Major	Minor	
101		Marking missing or incorrect or illegible.
102		Outer flaps do not completely meet, leaving an opening greater than 3/4 inch between flap ends.
103		Inadequate workmanship. <u>1/</u>
104		Missing meal. <u>2/</u>
105		Not one of each menu.
	201	Time-temperature indicator missing or not centrally located on panel.
	202	Time-temperature indicator 1/4-inch quiet zone not maintained.

1/ Inadequate workmanship is defined as, but not limited to, incomplete closure of container flaps, loose strapping, inadequate stapling, improper taping, or bulged or distorted container.

2/ Each missing meal is a defect.

(2) Flap closure testing. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container. The inspection level shall be S-2 and the AQL, expressed in terms of defects per hundred units, shall be 4.0. The closure of the four outer flaps of the container shall be tested separately. A 90 degree angular bar with each leg approximately 5 inches long by 3 inches wide by 1/8 inch thick shall be used to test the flap closures. Insert one leg of the angular bar full length under the center of one outer flap. Insertion shall be made through the open slot between the outer flaps. Lift the container vertically by the other leg of the bar until the container is suspended. The complete upper surface of the inserted leg shall be in contact with the inner surface of the flap during the lifting and suspension of the container. Complete separation of the adhesive bond of one or more of the outer flaps, showing no evidence of fiber tear, shall be scored a major defect.

F. Unit load examination. The unit load shall be examined in accordance with the requirements of DSCP FORM 3507. Any nonconformance shall be classified as a major defect.

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SECTION J REFERENCE DOCUMENTS

Unless otherwise specified, the issues of these documents are those active on the date of the solicitation or contract

DSCP FORMS

DSCP FORM 3507 Loads, Unit: Preparation for Semiperishable Subsistence Items
DSCP FORM 3556 Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence

FEDERAL STANDARDS

FED-STD-101 Test Procedures for Packaging Materials

NON-GOVERNMENTAL STANDARDS

AMERICAN SOCIETY FOR QUALITY (ASQ) www.asq.org

ANSI/ASQ Z1.4 Sampling Procedures and Tables for Inspection by Attributes

ASTM INTERNATIONAL www.astm.org

D 1974 Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes
D 4727/D 4727M Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shapes
D 5118/D 5118M Standard Practice for Fabrication of Fiberboard Shipping Boxes
E 96/E 96M Standard Test Methods for Water Vapor Transmission of Materials
F 88 Standard Test Method for Seal Strength of Flexible Barrier Materials
F 372 Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials Using an Infrared Detection Technique

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For DLA Troop Support Website Posting

RDNS-CFF

22 April 2011

TO: DLA Troop Support - Subsistence DSCP-FTSA

SUBJECT: ES11-072; Update of References and New Meal Bag Graphics in ACR-F-08,
First Strike Ration® (FSR™), Assembly Requirements

1. During a last check on ACR-F-08 prior to DLA solicitation for First Strike Ration®, two major updates were identified. It was decided to revise the meal bag graphics with a more concise description of the ration; the statement is now: Contains an Entire Days Food Formulated to Help You Perform at Your Peak and Complete Your Mission! (This replaces previous statement: FIRST STRIKE Rations® Contain an Entire Days Food Formulated to Help You Perform at Your Peak and Complete Your Mission!) And it was also determined by the project technologist that the caffeinated mints are sugar-free and the document reference required correction. Two minor updates to cite the latest component document revision were also identified for snack bread and hot sauce.

2. The following changes to ACR-F-08, First Strike Ration® (FSR™), Assembly Requirements are recommended for pending and future contracts:

a. Table I:

- i. Snack Bread, PCR-S-009B. Delete "B" and substitute "C".
- ii. Candy and Chocolate Confections.
After "Round Tablets" insert ", Sugar Free".
Delete "Style A" and substitute "Style B".
- iii. Hot Sauce, A-A-20097E. Delete "E" and substitute "F".

b. Figure 1. Delete and replace with new figure with title: "First Strike Ration® Label".

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SUBJECT: ES11-072; Update of References and New Meal Bag Graphics in ACR-F-08,
First Strike Ration® (FSR™), Assembly Requirements
22 Apr 11

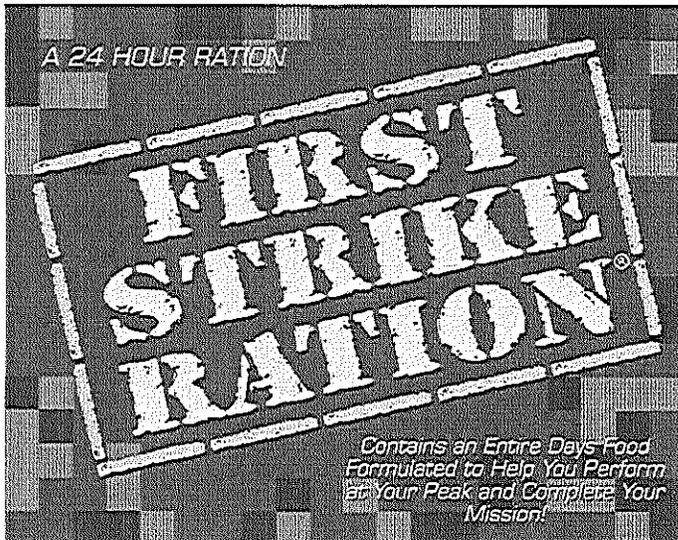


Figure 1. First Strike Ration® Label.

3. Attached is Change 04, ACR-F-08, First Strike Ration® (FSR™), Assembly Requirements, dated 22 April 2011, with changes highlighted.

ATTACHMENT 2

SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN

DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF THE SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(d).

IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SMALL BUSINESS SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DLA TROOP SUPPORT AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

- NOTES:
- 1) The features of the former SBA PRO-Net site are now available only through the Central Contractor Registration (CCR) at www.ccr.gov. The CCR "Dynamic Small Business" function performs the same searches as PRO-Net. If the company indicates it's a small business when registering or updating CCR registration, a supplemental page with small business information will pop up. This page allows the company to enter its small business profile information. This data will automatically populate the SBA database where the company's business information can be readily accessed through the "Dynamic Small Business" search function.
 - 2) Hub Zone Small Business representation requires certification by the Small Business Administration (SBA). This certification can be viewed in the Central Contractor Registration (CCR)/Dynamic Small Business (DSB) company profile at www.ccr.gov or www.sba.gov/hubzone.
 - 3) FAR 52.219-9 (d)(1)(i) & (ii) allows the counting of subcontracts awarded to an Alaskan Native Corporation (ANC) or Indian Tribe towards the subcontracting goals for small business and small disadvantaged business concerns regardless of the size or SBA certification status of the ANC or Indian Tribe.
 - 4) Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) replace Standard Form 294 and Standard Form 295. (www.esrs.gov).
 - 5) DoD contractors can take credit under their small business goal for purchases with AbilityOne Program affiliated nonprofit agencies (NIB/NISH). (DFARS 219.703(a))

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SMALL BUSINESS SUBCONTRACTING PLAN.

Small Business Subcontracting Plan Outline (Model)

Offerors are to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan requirements, and FAR clause 52.219-9, Small Business Subcontracting Plan, before submitting their subcontracting plans.

(The model is not intended to replace any existing corporate plan, which is more extensive.)

Identification Data:

Company Name: _____

Address: _____

Date Prepared: _____ Solicitation Number: _____

Item/Service: _____

Effective Period: Only applies to an annual commercial plan.

TYPE OF PLAN: (Check only one).

_____ **INDIVIDUAL PLAN:** *In this type of plan, all elements are developed specifically for this contract and apply for the full term of this contract. ISR and SSR requirements.*

_____ **MASTER PLAN:** *In this type of plan, goals are separately developed for each contract like an individual plan; all other elements are standard. The master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of the contract. ISR and SSR requirements.*

_____ **COMMERCIAL PLAN:** *This type of plan is used when the contractor sells large quantities of off-the-shelf commodities. It is the preferred type of plan for commercial items and is submitted annually based on the contractor's fiscal year. Plans and goals are negotiated with the initial agency on a company-wide basis rather than for individual government contracts. The approved plan remains in effect during the contractor's fiscal year for all Government contracts in effect during that period. The contractor must provide a copy of the initial agency approval, and must submit the annual SSR with a breakout of subcontracting prorated for DoD if doing business with multiple government agencies. SSR requirement only.*

1. GOALS:

State separate dollar and percentage goals for Small Business, Small Disadvantage Business,, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business in the following format. **Express all dollar goals as a percentage of total planned subcontracting dollars.** State goals separately for each option period if applicable.

*******REMINDER*******

EDIT NUMBER OF OPTION PERIODS TO SPECIFIC SOLICITATION. OPTION PERIODS DO NOT APPLY TO A COMMERCIAL PLAN WHICH IS SUBMITTED AND APPROVED ANNUALLY.

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

Estimated Dollar Value of All Planned Subcontracting				
Base	1st Option	2nd Option	3rd Option	4th Option
\$	\$	\$	\$	\$
100%	100%	100%	100%	100%

B. Estimated dollar value and percentage of total planned subcontracting to large business concerns. (all business concerns classified as other than small) is:

Subcontracting to Large Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option
\$	\$	\$	\$	\$
%	%	%	%	%

C. Estimated dollar value and percentage of total planned subcontracting to small business concerns is: (Include Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business, Service Disabled Veteran Small Business, *including Alaskan Native Corporations and Indian Tribes*):

Subcontracting to Small Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option
\$	\$	\$	\$	\$
%	%	%	%	%

D. Estimated dollar value and percentage of total planned subcontracting to HUBZone small business concerns is:

Subcontracting to HUBZone Small Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option
\$	\$	\$	\$	\$
%	%	%	%	%

E. Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns including Alaskan Native Corporations and Indian Tribes is:

Subcontracting to Small Disadvantaged Business Concerns				
Base	1 st Option	2 nd Option	3 rd Option	4 th Option
\$	\$	\$	\$	\$
%	%	%	%	%

F. Estimated dollar value and percentage of total planned subcontracting to women-owned small business concerns is:

Subcontracting to Women-Owned Small Business Concerns				
Base	1 st Option	2 nd Option	3 rd Option	4 th Option
\$	\$	\$	\$	\$
%	%	%	%	%

G. Estimated dollar value and percentage of total planned subcontracting to Veteran-Owned Small Business concerns is:

Subcontracting to Veteran-Owned Small Business Concerns				
Base	1 st Option	2 nd Option	3 rd Option	4 th Option
\$	\$	\$	\$	\$
%	%	%	%	%

H. Estimated dollar value and percentage of total planned subcontracting to Service Disabled Veteran-Owned Small Business concerns is:

Subcontracting to Service Disabled Veteran-Owned Small Business Concerns				
Base	1 st Option	2 nd Option	3 rd Option	4 th Option
\$	\$	\$	\$	\$
%	%	%	%	%

NOTE: Total Small Business includes each subgroup (HUBZone, SDB, WOSB, SDVOSB and VOSB, plus all other small businesses that do not fall into a specified subgroup. Do not add together subgroup dollars to reach the total Small Business figure, as the same dollars can be counted for each subgroup as applicable.

I. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are: (Check all that apply).

Business Category or Size

Product Service	LB	SB	SDB	WOSB	HZSB	SDVOSB	VOSB		

(Attach additional sheets if necessary.)

METHOD

J1. Explain the methods used to develop the subcontracting goals for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

J2. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns were determined.

J3. How the capabilities of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns were determined.

J4. Identify all source lists used in the determination process.

K. Indirect and overhead costs HAVE BEEN or HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

L. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

2. PROGRAM ADMINISTRATOR:

FAR 52.219-9(d)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

Name:

Title:

Position:

Email Address:

Address:

Telephone:

Duties: The Program Administrator's general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties may include, but are not limited to the following activities.

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

B. Developing and maintaining bidders' lists of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns from all possible sources.

C. Ensuring periodic rotation of potential subcontractors on bidders' lists.

D. Assuring that Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business participation.

G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

H. Overseeing the establishment and maintenance of contract and subcontract award records.

I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

J. Directly or indirectly counseling Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns on subcontracting opportunities and how to prepare bids to the company.

K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.

L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.

M. Developing and maintaining an incentive program for buyers, which supports the subcontracting program.

N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.

O. Preparing and submitting timely reports.

P. Coordinating the company's activities during compliance reviews by Federal agencies.

3. EQUITABLE OPPORTUNITY

FAR 52.219-9(d)(8) requires a description of the efforts your company will make to ensure that Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to the following activities:

A. Outreach efforts to obtain sources:

- Contacting minority and small business trade associations
- Contacting business development organizations
- Requesting sources from the Central Contractor Registration, Dynamic Small Business (SDB) search)
- Attending small, minority, and women-owned business procurement conferences and trade fairs

B. Internal efforts to guide and encourage purchasing personnel:

- Presenting workshops, seminars and training programs
- Establishing, maintaining and using Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business source lists, guides and other data for soliciting subcontracts

_____ Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

4. CLAUSE INCLUSION AND FLOWDOWN

FAR 52.219-9(d)(9) requires the following:

(Insert company name) will include the clause at FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities and will require all subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan complies with the requirements of FAR 52.219-9, "Small Business Subcontracting Plan."

[Insert company name] further agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns must be determined on a case-by-case basis depending on the supplies and services involved and the availability of potential Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website www.ers.gov.

In accordance with policy letters published by the Office of Federal Procurement Policy, such assurance must describe the offer's procedures for the review, approval and monitoring for compliance with such subcontracting plans.

5. REPORTING AND COOPERATION

FAR 52.219-9(d)(10) requires the following:

(insert company name) will (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website; and (4) ensure that subcontractors agree to submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website.

Calendar Period	Report Due	Date Due
10/01–03/31	Individual Subcontracting Report (ISR)	04/30
04/01–09/30	Individual Subcontracting Report (ISR)	10/30
10/01–09/30	Summary Subcontracting Report (SSr)	10/30

6. RECORDKEEPING

FAR 52.219-9(d)(11) requires the following:

(Insert company name) will maintain records to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to, the following:

A. Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concern source lists, guides, and other data identifying such vendors.

B. Organizations contacted for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business sources.

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation:

C1. Whether Small Business concerns were solicited, and if not, why not.

C2. Whether HUBZone Small Business concerns were solicited, and if not, why not.

C3. Whether Small Disadvantaged Business concerns were solicited, and if not, why not.

C4. Whether Women-owned Small Business concerns were solicited, and if not, why not.

C5. Whether Veteran-owned Small Business concerns were solicited, and if not, why not.

C6. Whether Service-Disabled Veteran-Owned Small Business concerns were solicited, and if not, why not.

C7. Reasons that solicited Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business Concerns failed to receive the subcontract award.

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at Small Business, Small Disadvantaged, Woman-Owned Small

Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business procurement conference and trade fairs.

E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial plans).

G. Other records to support your compliance with the subcontracting plan: (Please describe)

SIGNATURES REQUIRED

This subcontracting plan was submitted by:
Company:
Signature:*
Typed Name:
Title:
Date:

This subcontracting plan was accepted by:
Agency:
Signature:
Typed Name:
Title: Contracting Officer
Date:

*The individual signing the plan should be an executive of the company and not the designated plan administrator.

DEFINITIONS

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SMALL BUSINESS CONCERN (SELF CERTIFY)

Located in the U.S., organized for profit; including affiliates is independently owned and operated; not dominant in the field of operation in which it is competing; AND meets Small Business Administration (SBA) size standard included in the solicitation. The size standard is based upon the North American Industrial Classification System (NAICS) assigned to the specific procurement dependent upon product/service purchased. **SELF CERTIFY**

DFARS 252.219-7003 allows subcontracts awarded to AbilityOne nonprofit agencies approved by the Committee for Purchase from People Who Are Blind Severely Disabled under Javits-Wagner-O'Day Act (JWOD) (41 USC 46-48) and 10 U.S.C. 241d and Section 9077 of P.L. 102-396 to be counted toward the contractor's small business subcontracting goal.

HUB Zone: A historically underutilized business zone is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUB ZONE SMALL BUSINESS CONCERN (SBA CERTIFIED)

A small business concern located in a "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUB Zone. Status as a qualified HUB Zone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUB Zone small business, it will issue a certification to that effect and will add the company to the List of Qualified HUB Zone Small Business Concerns on its Internet site at www.sba.gov/hubzone. The concern must be listed to be considered a HUB Zone small business concern. The HUB Zone application can be obtained from the same web site. HUB Zone certification will also appear in the company's profile listed in the Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business" search.

SMALL DISADVANTAGED BUSINESS CONCERN (SDB) (SELF CERTIFY)

A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

WOMAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women. SELF CERTIFY

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

(1) A small business concern –

- (i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and
- (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

VETERAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

A small business concern –

- (i) not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and
- (ii) the management and daily operations of which are controlled by one or more veterans.

ALASKA NATIVE CORPORATION (ANC) means any Regional Corporation, Village Corporation, Urban Corporation or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

INDIAN TRIBE means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1425©. This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

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