

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000023818	PAGE 1 OF 140	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE3S1-14-R-0008	6. SOLICITATION ISSUE DATE 2014 MAR 28		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Tiendung Nguyen PSPTRC4	b. TELEPHONE NUMBER (No Collect calls) Phone: 215-737-0825	8. OFFER DUE DATE/ LOCAL TIME 2014 APR 28 03:00 PM	
9. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA		CODE SPE3S1	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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CAUTION NOTICE

In accordance with FAR 4.1103, it is mandatory requirement that vendors (offerors) be actively registered in System for Award Management (SAM) in order to receive government contracts. To register or update profile please go to the SAM website at: <http://www.sam.gov>

This procurement is being solicited under the Federal Acquisition Regulations (FAR) part 12 as unrestricted with HUBZone price evaluation preference. Solicitation SPE3S1-14-R-0008 is for the Tailored Operational Training Meal (TOTM) which provides an alternative operational training meal in lieu of "sack lunches" and catered commercial meals to organizations that engage in Inactive Duty Training (IDT)

This is an unrestricted procurement utilizing Low Price Technically Acceptable Source Selection Procedures. The resulting contract will be five (5) years, consisting of five 12 -Month Tier Periods. Acceptance of each of the five Tiers is mandatory. Failure to indicate acceptance of each Tier by annotating the offeror's unit prices for listed items for "Tiers 1 ,2, 3, 4 and 5" as described in the Schedule of Supplies Blocks 19-24, may be deemed as non-acceptance of the terms and conditions, and may result in rejection of the offeror's entire proposal.

Offerors are cautioned to take extreme care when preparing proposals for this solicitation. All terms and conditions should be reviewed carefully.

The resultant contract will be effective from:

- TIER 1: Date of award through 365 days thereafter**
- TIER 2: From date of 366 days through 730 days thereafter**
- TIER 3: From date of 731 days through 1,095 days thereafter**
- TIER 4: From date of 1,096 days through 1,460 days thereafter**
- TIER 5: From date of 1,461 days through 1,825 days thereafter**

Alternate offers/pricing will NOT be accepted. Offeror requires offering all tier prices per line. One offer per line item is permitted.

Offerors are cautioned to include a completed copy of the provision FAR 52.212-3 Offeror Representations and Certifications-Commercial Items, with their offer.

The Government may utilize a Reverse Auction contained at Provision DLAD 52.215-9023, under this solicitation.

Proposals submitted are considered proprietary and/or competition sensitive in nature. Use of the information provided in the proposals is for evaluation purposes only and will be limited to duly accredited officials of the Department of Defense who are subject to penalties for unlawful disclosure.

THE GOVERNMENT INTENDS TO AWARD TO THE RESPONSIBLE OFFEROR THAT CONFORMS TO THE SOLICITATION REQUIREMENTS AND OFFERS THE LOWEST PRICE PER LINE ITEM. THE GOVERNMENT EXPECTS TO MAKE A SINGLE AWARD FOR EACH LINE ITEM OF THIS CONTRACT.

PLEASE NOTE, TAKING EXCEPTION TO ANY OF THE TERMS AND CONDITIONS OF THE SOLICITATION MAY DEEM YOUR PROPOSAL “TECHNICALLY UNACCEPTABLE” AND POSSIBLY REMOVE YOUR COMPANY FROM CONSIDERATION FOR AWARD.

THIS SOLICITATION IS ISSUED ON AN “UNRESTRICTED” BASIS.

Delivery destinations and quantities will be provided via delivery orders issued on as needed basis, in accordance with FAR Clause 52.216-19 Delivery Order Limitations. Supplier is responsible to deliver requested supplies to the requested destinations which will be established by the individual delivery orders. Once the contract(s) is/are executed, the supplier(s) will have 30 days to assemble the TOTM product. After the initial 30 day period, the supplier should deliver the product 7 days after receipt of each individual delivery order received, but no later than 10 days.

All entrée, fruit, and flameless ration heater components shall be procured for use in the TOTM in accordance with the requirements for the Technical Data for the Tailored Operational Training Meal (TOTM)

The procedures contained in the Integrated Pest Management (IPM) PROGRAM Requirements for Operational Rations and Contractor Sanitation Program Operational Ration (Applicable to all Operation Rations) are required. Documents can be found on DLA Troop Support's Subsistence website at: <http://www.troopsupport.dla.mil/subs/support/quality/index.asp>

Annual changes to the menus are allowed per the approval of the contracting officer.

If a contractor has a current approved PDM for any of the 3 LSNs, PDMs do not have to be submitted for that LSNs.

RapidGate

Many bases currently require enrollment in RapidGate and will not allow entry without RapidGate clearance. During the contract implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$199 per company and \$159 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the implementation period, the contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the contractor will be able to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at www.rapidgate.com.

Please note that RapidGate is currently a requirement for access to some military bases; however, these and other locations may require enrollment in other security programs at some time in the future. In this event, the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

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 within thirty days of award. 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)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; 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). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

Electronic Invoicing by Suppliers via Wide Area Workflow (WAWF):

All suppliers are required to process invoices electronically by using WAWF.

This is a condition for contract award.

Wide Area Workflow (WAWF) is a secure web based system for electronic invoicing, receipt, and acceptance. WAWF allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment. It is also the only application that will be used to capture the Unique Identification (UID) of Tangible Items information.

WAWF System Requirements

WAWF is a free internet application. Contractors should refer to the “Machine Setup” information on the WAWF homepage, <https://wawf.eb.mil>

The minimum system requirements are:

- 133 MHz or more Pentium microprocessor (or equivalent)
- SVGA Color Monitor (minimum 256 color)
- 64 MB RAM (minimum)
- Internet Access (broadband recommended)

WAWF is in accordance with the 2001 National Defense Authorization Act (DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports – June 2012 2008) which requires claims for payment under a Department of Defense Contract to be submitted in electronic form.

As of March 03, 2008, DOD has issued a [final rule amending the Defense Federal Acquisition Regulation supplement \(DFARS\)](#) to require use of the Wide Area Workflow as the only acceptable electronic system for submitting requests for payment (invoices and receiving reports) under DOD contracts

NOTICE TO OUR VALUED SUPPLIERS

The following requires information to be furnished by each offeror. Any questions may be directed to the Contract Specialist at the telephone number shown or email listed on the cover sheet of this solicitation.

1. *Complete Standard Form 1449, 17a, 30a, b and c*
2. *Complete all Supplies/Prices "Schedule" sheets (Offered Prices) and Qualifications*
3. *Complete the CAGE Code and DUNS number spaces on this page 8*
4. *Complete all of the following and any additional Offeror Representations and Certifications:*

AUTHORIZED NEGOTIATORS	PAGE 11
FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	PAGES 46-58
FAR 52.215-6 PLACE OF PERFORMANCE	PAGE 61
DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	PAGES 60

The requirements for Clause 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) mandate annual reporting of certain statistics on a form titled "Federal Contractor Veterans' Employment Report VETS-100."

Please submit the following identification numbers:

CAGE CODE: _____ DUNS #: _____.

ALL VENDORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTER (CCR) TO RECEIVE AN AWARD. SEE CLAUSE FAR 52.212-4(t).

CONTINUATION OF BLOCKS ON THE SF 1449

Block 8 (continued):

Offer Due Date and Local Time Is: April 28, 2014 AT 3:00 P.M., PHILADELPHIA LOCAL TIME.

Block 9 (continued):

All offers/modifications/withdrawals must be plainly marked on the **OUTERMOST ENVELOPE** with the solicitation number, closing date, and time set for the receipt of offers.

Address **Mailed Offer** to:

Defense Logistics Agency (DLA) Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667

Solicitation No.: SPE3S1-14-R-0008

Solicitation Issue and Closing Dates: April 28, 2014 AT 3:00 P.M, PHILADELPHIA LOCAL TIME:

Deliver **Hand carried Offer**, Including Delivery by Commercial Carrier, to:

DLA Troop Support
Business Opportunity Office
Bldg. 36, 2nd Floor, Room 2035
700 Robbins Avenue
Philadelphia, PA 19111-5092

Notes:

All hand carried offers are to be delivered to the Business Opportunity Office between 8:00 AM and 5:00 PM Monday through Friday except for legal federal holidays as set forth in 5 USC 6103. Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secure military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee from the Bid Room. The following are telephone numbers for the Bid Room: (215)737-8511, (215)737-9044, or (215)737-7354. It is the offeror's responsibility to ensure that offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time the solicitation closes to allow for security processing and to secure an escort. NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand carries" the offer/modification/withdrawal to the Business Opportunity Office prior to the scheduled opening/closing time.

Examples of "hand carried" offers include: In-person delivery by contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified mail.

Commercial carrier delivered offers/modifications/withdrawals 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.

E-mail and Fax are not acceptable forms of transmission for the submission of initial proposals. However, DLA Troop Support intends to utilize email, as well as other commercially practicable forms of communication if discussions/negotiations are held. At the discretion of the Contracting Officer, the government reserves the right to require final proposal revisions be submitted to the DLA Troop Support Business Opportunity Office. Offerors must address, in their final proposal revisions, all matters raised during negotiations that would effectuate a change from offeror's initial proposals. A failure to address these matters in final proposal revisions, in a timely and authorized manner, by the time final proposal revisions are due, may adversely affect consideration of the offer, including removal of the offer from consideration for award.

Faxed offers are NOT authorized for this solicitation for submission of initial proposals.

Offerors should return ALL pages of the solicitation with their offer.

Block 15 (continued):

Delivery quantities will be provided via delivery orders issued on an as needed basis. FOB destination. The delivery address will be included in each delivery order.

Inspection and Acceptance is at the Origin (Shipments will be checked for count, condition, and quality at the destination)

Required delivery dates will be **7 days** after issuance of each delivery order.

Block 17A (continued):

OFFERORS: SPECIFY FAX NUMBER(S): _____

EMAIL ADDRESS: _____

Block 17B (continued):

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACT REGISTER (CCR).

Offeror's assigned DUNS number _____

AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers, facsimile (FAX) numbers, and emails for each authorized negotiator.

The effective period of the contract is from date of award through 1,825 days thereafter, consisting of five 12-Month Tier Periods.

ITEM DESCRIPTIONS:

Below will be minimum quantity, estimated quantity, and maximum quantity for each tier period.

LSN:	Minimum QTY	Estimated QTY	Maximum QTY
8970-01-E10-0238	12,000 cases	36,000 cases	48,000 cases
8970-01-E10-0239	12,000 cases	36,000 cases	48,000 cases
8970-01-E10-0240	12,000 cases	36,000 cases	48,000 cases

Single award of each of the local stock numbers is anticipated, IQC Minimum and IQC maximum for each award will be a proportion of the overall quantity range.

Each LSN represents a case of 12 menus. An offer must be submitted prices of all tiers for at least one of the 3 Line Item/LSNs. All submissions must be in compliance with the technical data for the Tailored Operational Training Meal (TOTM), including referenced and full text clauses and provisions. See Technical data package for salient characteristics, miscellaneous requirements, packaging, labeling packing, marking, unitization, inspection and acceptance, and quality assurance provisions.

All entrée, fruit, and flameless ration heater components shall be procured for use in the TOTM in accordance with the requirements for procurement for use in the current MRE contracts, except as otherwise excepted by the requirements of the Technical Data for the TOTMs.

The offer is not required to submit prices for all line items found in the Schedule of Items. However, the Offeror is required to submit prices of all tiers per line item.

- Line Item 0001 LSN: 8970-01-E10-0238
 - Tier 1 (Price per case):
 - Tier 2 (Price per case):
 - Tier 3 (Price per case):
 - Tier 4 (Price per case):
 - Tier 5 (Price per case):

Line Item 0002 LSN: 8970-01-E10-0239
Tier 1 (Price per case):
Tier 2 (Price per case):
Tier 3 (Price per case):
Tier 4 (Price per case):
Tier 5 (Price per case):

Line Item 0003 LSN: 8970-01-E10-0240
Tier 1 (Price per case):
Tier 2 (Price per case):
Tier 3 (Price per case):
Tier 4 (Price per case):
Tier 5 (Price per case):

All pricing is FOB Destination

Inspection and Acceptance is at Origin (Shipments will be checked for count, condition and quality at the destination)

NOTE: MAXIMUM QUANTITY INCLUDES SURGE REQUIREMENTS.

Contract Clauses

NOTE: 52.212-4, CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

ADDENDUM TO 52.212-4

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add FAR clause 52.246-2, Inspection of Supplies – Fixed Price. FAR 52.246-2 expands the definition of “Supplies,” to include, but not limit to, raw materials, components, intermediate assemblies, end products, and supply lots.

2. Paragraph (a), Inspection/Acceptance, is revised to add the following:

Inspection and Acceptance is at Origin (Shipments will be checked for count, condition and quality at the destination), upon execution of DD Form 250 by the Authorized Government Representative.

(b) Resultant award(s) or contract(s) will contain the name and address of the office responsible for performance of inspection.

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

Plant: _____
Street: _____
City/State/Zip: _____

3. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

- (i) Method of shipment or packing;
- (ii) Place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

4. Paragraph (d), Disputes, is revised to add the following:

52.233-9001 DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)

(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 Federal Acquisition Regulation (FAR) clause 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. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

I The offeror should check here to opt out of this clause: [] Alternate wording may be negotiated with the Contracting Officer.

5. Paragraph (m), Termination for Cause.

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, 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, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

6. Paragraph (o) Warranty: The following clause will supersede FAR 52.212-4(o) referenced in this solicitation.

52.246-9060 WARRANTY OF SUPPLIES (COMMERCIAL ITEMS) (SEP 2008) – DLAD

(a) Definitions.

"Acceptance," as used in this clause, 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.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end item furnished by the Contractor and related services required under the 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 6 months after receipt of supplies at destination or, in the case of supplies required to bear an expiration date, for the expiration date indicated in the labeling thereof, all supplies furnished

(i) Are of a quality to pass without objection in the trade under the contract description;

(ii) Are fit for the ordinary purposes for which the supplies are used;

(iii) Are within the variations permitted by the contract, and are of an even kind, quality and quantity within each unit and among all units;

(iv) Are adequately contained, packaged, and marked as the contract may require; and

(v) Conform to the promises or affirmations of fact made on the container.

(2) When return of the supplies to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. Contractor shall also be liable for:

(i) Handling costs and incidental charges incurred by the Government in the preparation of the above described supplies for return to the contractor and in return of said supplies to storage, after redelivery by the contractor; and

(ii) For cost of Government examination of the corrected or replaced supplies computed and charged at the flat rate of \$49.28 per hour.

(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 receipt of the corrected or replaced supplies at destination.

(c) Remedies available to the government.

(1) Notice Requirement: The Contracting Officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 7 days from receipt of supplies at destination or, in the case of supplies required to bear an expiration date, no later than one month following the expiration date indicated in the labeling.

(2) Conformance of supplies or parts thereof subject to warranty action shall be determined in accordance with the inspection and acceptance procedures contained in the contract except as provided herein. If the contract provides for sampling, the Contracting Officer may group any supplies delivered

under this contract. The size of the sample shall be that required by the sampling procedure specified in the contract for the quantity of supplies on which warranty action is proposed, except when projecting sampling results. Warranty sampling results may be projected 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 re-inspection and regardless of whether such supplies have been issued or consumed, provided (1) the supplies from which the samples were drawn are reasonably representative of the quantity on which warranty action is proposed, and (2) the defects found in the sample size are sufficient to reject the quantity of supplies on which warranty action is proposed, even though the sample size may be less than that required for such quantity. The original inspection lots need not be reconstituted, nor shall the Contracting Officer be required to use the same lot size as on original inspection. Within a reasonable time after the notice, the Contracting Officer may exercise one or more of the following options; and also, following the exercise of any option, may unilaterally change it to one or more of the other options set forth below:

- (i) Require an equitable adjustment in the contract price for any supplies or group of supplies;
- (ii) Screen the supplies grouped under this clause at contractor's expense and return all nonconforming supplies to the contractor for correction or replacement;
- (iii) Require the contractor to screen the supplies at depots designated by the Government within the continental United States and to correct or replace all nonconforming supplies;
- (iv) Return any supplies or group of supplies under this clause to the contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement;
- (v) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefore. In such event, the Government may re-procure similar supplies upon such terms and in such manner as the Contracting Officer may deem appropriate, and charge to the contractor the additional cost occasioned the Government thereby.

(3) When remedy (c) (2) (iii) or (c) (2) (iv) of this clause is exercised, the contractor is required to submit in writing and within 30 days after receipt of notice of such invocation a schedule for either:

- (i) Correction and/or replacement of all defective supplies and subsequent redelivery of the returned supplies; or,
- (ii) Screening defective supplies at each depot involved and subsequent redelivery of all corrected and/or replaced supplies.

Such schedule will become a part of the contract delivery schedule upon agreement thereto by the Government. If the contractor fails to provide an agreeable schedule within the specified period, or any extension agreed to by the Government, the Government may correct the items and charge the contractor's account; or, issue a contract for correction of the items and charge the contractor's account; or, exercise one or more of the remedies specified in paragraph (4) below.

(4) If the contractor fails to accept return of the nonconforming supplies; or, fails to make redelivery of the corrected or replaced supplies to the Government within the time established; or, fails to make progress after their return to correct or replace them so as to endanger performance within the time established for redelivery and 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, the Contracting Officer may exercise one or more of the following remedies:

- (i) Retain or have the contractor return the nonconforming supplies and require an equitable adjustment in the contract price.
 - (ii) Return or hold the nonconforming supplies for contractor's account, or require the return of the nonconforming supplies and then hold for contractor's account, whereupon the contractor shall repay the contract price therefore. In such event, the Government may reprocure similar supplies upon such terms and in such manner as the Contracting Officer may deem appropriate, and charge to the contractor the additional costs occasioned the Government thereby.
 - (iii) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming supplies for the contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for any other 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.
- (d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.
 - (e) When the contract specifies ultimate delivery of supplies to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

Addendum to 52.246-9060

Paragraph (c) (2) Base Period refers to Tier 1 and Option refers to Tier 2 thru Tier 5

7. Paragraph (r) Compliance with laws unique to Government contracts is revised to include the following:

(r) The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

8. Paragraph (t), System for Award Management.

Add the following paragraph:

(a) Definitions.

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

“Data Universal Number System (DUNS) Number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) Number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the System for Award Management database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active”.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2014) – FAR

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

X (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

X (15) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

- ___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- X (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (23) 52.219-28, Post Award Small Business Program Re-representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- X (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

- ___ (ii) Alternate I (Mar 2012) of 52.225-3.
- ___ (iii) Alternate II (Mar 2012) of 52.225-3.
- ___ (iv) Alternate III (Nov 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- ___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (48) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Jul 2013) (31 U.S.C. 3332).
- ___ (49) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (Jul 2013) (31 U.S.C. 3332).
- ___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (52) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).
- ___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- ___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

52.212-9000 CHANGES – MILITARY READINESS (NOV 2011) – DLAD

The commercial changes clause at Federal Acquisition Regulation (FAR) 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a contingency operation or a humanitarian or peace keeping operation, as defined below, the Contracting Officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or results in the call or order to, or retention on, active duty of members of the uniformed services under 10 United States Code (U.S.C.) 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or peacekeeping operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d)(2)(B)).

52.215-9010 ALL OR NONE (INVITATION FOR BID (IFB)/REQUEST FOR PROPOSAL (RFP) ONLY DLAD (NOV 2011)

(a) With respect to each item or group of items identified below, offers must be submitted for all items indicated. No award will be made for less than the full requirements shown in this solicitation for these items or groups.

Group _____

Item ALL

(b) If this is an IFB, any offeror offering less than all of the solicitation requirements of the indicated item or group of items will be non-responsive.

(c) If this is an RFP, any offeror offering less than all of the solicitation requirements of the indicated item or group of items may be precluded from consideration for award if the Contracting Officer elects to make an award without opening discussions.

(d) Offerors are cautioned that submission of an offer for selected item(s) within a given group is unacceptable; offers must be for all item(s) within a given group. However, an offeror may submit an offer on any one or more groups.

ADDENDUM TO 52.212-5

The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

1. **252.203-7000**, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
2. **252.203-7003**, Agency Office of the Inspector General (DEC 2012)
3. **252.205-7000**, Provision of Information to Cooperative Agreement Holders (DEC 1991)
4. **252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012)
5. **252.225-7001**, Buy American and Balance of Payments Program (DEC 2012)
 - a. **Alternate I** (OCT 2011) of 252.225-7001
6. **252.225-7008**, Restriction on Acquisition of Specialty Metals (MAR 2013)
7. **252.225-7009**, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2013)
8. **252.225-7012**, Preference for Certain Domestic Commodities (FEB 2013)
9. **252.225-7015**, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
10. **252.225-7016**, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
11. **252.225-7021**, Trade Agreements (AUG 2013)
 - a. **Alternate I** (OCT 2011) of 252.225-7021
 - b. **Alternate II** (OCT 2011) of 252.225-7021
12. **252.225-7027**, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
13. **252.225-7028**, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
14. **252.225-7036**, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2012)
 - a. **Alternate I** (JUN 2012) of 252.225-7036
 - b. **Alternate II** (NOV 2012) of 252.225-7036
 - c. **Alternate III** (JUN 2012) of 252.225-7036
 - d. **Alternate IV** (NOV 2012) of 252.225-7036
 - e. **Alternate V** (NOV 2012) of 252.225-7036
15. **252.225-7039**, RESERVED
16. **252.226-7001**, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
17. **252.227-7013**, Rights in Technical Data – Noncommercial Items (JUN 2013)
18. **252.227-7015**, Technical Data -- Commercial Items (JUN 2013)
19. **252.227-7037**, Validation of Restrictive Markings on Technical Data (JUN 2013),
20. **252.232-7003**, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
21. **252.237-7010**, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
22. **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
23. **252.243-7002**, Requests for Equitable Adjustment (DEC 2012)
24. **252.246-7004**, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
25. **252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
26. **252.247-7023**, Transportation of Supplies by Sea (JUN 2013)
 - a. **Alternate I** (MAR 2000) of 252.247-7023.
 - b. **Alternate III** (MAY 2002) of 252.247-7023
27. **252.247-7024**, Notification of Transportation of Supplies by Sea (MAR 2000)
28. **252.247-7027**, Riding Gang Member Requirements (OCT 2011)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the

following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

1. 252.225-7039, Contractors Performing Private Security Functions (JUN 2013)
2. 252.227-7013, Rights in Technical Data – Noncommercial Items (JUN 2013)
3. 252.227-7015, Technical Data – Commercial Items (JUN 2013)
4. 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)
5. 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
6. 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
7. 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
8. 252.247-7023, Transportation of Supplies by Sea (JUN 2013)
9. 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

The following additional clauses are set forth in full text:

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:

 0 Percent increase

 0 Percent decrease

This increase or decrease shall apply to each line item

52.216-18 – ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 1,825 days thereafter.

(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) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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 less than 2 cases per delivery order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under this contract.
- (b) Maximum order. The Contractor is not obligated to honor –
 - (1) Any order for single line item in excess of 150% of the estimated

quantity of that single line item.

(2) Any order for a combination of line items in excess of 150% of the estimated quantity of the combination of those line items.

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirement 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) above.

(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 2 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 90 days after the effective period expires.

52.216-27 -- SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) FAR

(a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the

Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either

(1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or

(2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction.

Failure to agree to a price reduction shall be a dispute.

(i)

(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time --

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require

more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor

(1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor

and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and 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, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) – FAR

(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: _____

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 03/01/2013 through 02/29/2016.

(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.

52.211-9020 TIME OF DELIVERY – ACCELERATED DELIVERY (JUN 2008)

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.

52.214-9008 ALTERNATE I ROUNDING OFF OF OFFER AND AWARD PRICES (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, offerors containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

\$0.01 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

52.216-9007 CONTRACT AND DELIVERY ORDER LIMITATIONS (NOV 2011) - DLAD

[X] (a) Delivery orders will specify delivery no less than 7 days from the date of order. Changes or cancellations to delivery orders may be made by giving the Contractor notice no less than 7 days

[remembering that days are always calendar days unless otherwise defined] before the required delivery date.

(b) Maximum contract limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is **48,000 cases per line item**

(c) Guaranteed minimum.

(1) The Government guarantees that it will order under this contract (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

(i) Base period of one year.

____(Quantity)

____ (Percentage of the annual estimated quantity or dollar value)

(ii) Base period of two or more years.

12,000 cases (Quantity) multiplied by **1 per line item**

____ (Percentage) multiplied by ____.

(iii) The following minimum quantities within the time periods prescribed (quarter (QTR) represents a three-month period computed from date of award):

Contract Line-Item (CLIN) First Quarter Second Quarter Third Quarter Fourth Quarter

(iv) The Contractor will not be obligated to honor any order with F.O.B. Destination terms that requires delivery to a single destination of a quantity less than that shown below:

CLIN	Minimum Quantity Per Destination
<u>Each line item</u>	<u>2 CASES</u>

(2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, Federal Acquisition Regulation (FAR) clause 52.216-19 (a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.

(3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).

(4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government's obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.

(d) If this is an invitation for bids (IFB) and the Government elects to award a different quantity than that solicited or bid upon, the delivery schedule will be changed in direct proportion to the change in quantity. If this solicitation involves a partial set-aside, the Government will consider each destination (or combined destinations) separately in awarding the set-aside portion. The destination(s) appearing on page(s) _____ is (are) the non-setaside portion.

Addendum to 52.216-9007

Paragraph (c) (ii) Base Period refers to Tier 2, Tier 3, Tier 4, Tier 5

52.216-9063 Economic Price Adjustment (EPA) Tailored Operational Training Meal (TOTM), (NOV 2011) – DLAD

(a) Warranties: For the portion of the schedule that is covered by this EPA clause, the Contractor warrants that the unit prices included in the Schedule do not include allowances for any portion of the contingency covered by this clause. Refer to Defense Logistics Acquisition Directive (DLAD) clause 52.217-9001, Option To Extend The Term Of The Contract - Separate Firm Fixed Price And Fixed Price With Economic Price Adjustment Portions, contained elsewhere in this solicitation.

(c) The base unit prices for the purpose of the adjustment calculations under this clause shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only (e.g. an average of beef indices for beef products, an average of poultry indices for poultry products, etc.) for the period specified under the “Base Unit Price” below immediately preceding either the solicitation closing date for proposals (if no discussions are held), the due date for final proposal revisions (if discussions are held) or the solicitation opening date (if sealed bidding is used).

ITEM	EPA FACTOR/ COMPONENT	ECONOMIC INDICATOR	PUBLISHER / PUBLICATION / FREQUENCY PUBLISHED	BASE UNIT PRICE	ADJ. UNIT PRICE
Beef Enchiladas	Beef	IMPS 167A Round Knuckle, Trimmed, Wtd. Avg. (BPN U-12)	USDA / Weekly National Carlot Meat Report / Weekly	52 week period	52 week period
Beef Ravioli	Beef	Boneless Processing Beef/Beef Trimmings, FOB National, Wtd. Avg. 85% fr (BPN U-24)	USDA / Weekly National Carlot Meat Report / Weekly	52 week period	52 week period
Beef Stew	Beef	IMPS 167A Round Knuckle, Trimmed, Wtd. Avg. (BPN U-12)	USDA / Weekly National Carlot Meat Report / Weekly	52 week period	52 week period
Boneless Pork Rib	Pork	Loins, Bone-In, Fresh, 1/4” Trim 13-19#, C4, Wtd. Avg. (BPN U-40)	USDA / Weekly National Carlot Meat Report / Weekly	52 week period	52 week period
Chicken Fajita	Chicken	Breasts, B/S, Georgia F.O.B. Dock, Wtd. Avg. Price	USDA / USDA Broiler Market News Report / Weekly	52 week period	52 week period
Chicken	Chicken	Breasts, B/S, Georgia	USDA / USDA Broiler	52 week	52

/Dumpling		F.O.B. Dock, Wtd. Avg. Price	Market News Report / Weekly	period	week period
Chicken w/Noodles	Chicken	Heavy Type Hens, S.E. Heavy Live Hen Report, At Farm Buyer Loading, Wtd. Avg.	USDA / USDA Broiler Market News Report / Weekly	52 week period	52 week period
Chicken w/Salsa	Chicken	Breasts, B/S, Georgia F.O.B. Dock, Wtd. Avg. Price	USDA / USDA Broiler Market News Report / Weekly	52 week period	52 week period
Chili & Macaroni	Beef	Boneless Processing Beef/Beef Trimmings, FOB National, Wtd. Avg. 85% fr (BPN U-24)	USDA / Weekly National Carlot Meat Report / Weekly	52 week period	52 week period
Chili w/Beans	Beef	Boneless Processing Beef/Beef Trimmings, FOB National, Wtd. Avg. 85% fr (BPN U-24)	USDA / Weekly National Carlot Meat Report / Weekly	52 week period	52 week period
Sloppy Joe Filling	Beef	Boneless Processing Beef/Beef Trimmings, FOB National, Wtd. Avg. 85% fr (BPN U-24)	USDA / Weekly National Carlot Meat Report / Weekly	52 week period	52 week period
Spaghetti w/Meat Sauce	Beef	Boneless Processing Beef/Beef Trimmings, FOB National, Wtd. Avg. 85% fr (BPN U-24)	USDA / Weekly National Carlot Meat Report / Weekly	52 week period	52 week period
Packaging Materials	Linerboard	Linerboard (42-lb) Unbleached Kraft, East, Sh. Ton, Semi-Annual	Miller Freeman, Inc. / Pulp & Paper Week / Weekly/Prices are Published Monthly	Semi-annual	Semi-annual
Packaging Materials	Resins	LDPE Resins, Large Buyer Price Film	Chemical Data / Monthly Petrochemical	12 month	12 month

		Liner Grade	& Plastic Analysis / Monthly	period	period
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In addition to the components shown above, the following are also included:

ITEM	EPA FACTOR/ COMPONENT	ECONOMIC INDICATOR	PUBLISHER / PUBLICATION / FREQUENCY PUBLISHED	BASE UNIT PRICE	ADJ. UNIT PRICE
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(To be completed as required)

(c) The adjusting unit prices shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only for the period specified under the “Adjusting Unit Price” column shown in paragraph (b) immediately preceding the effective date the option term is exercised.

(d) An established market price is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror(s); and the net price after applying any standard trade discounts offered by the Contractor. The established market price under this clause may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for the EPA factors subject to price adjustments under this clause, and the economic indicators and publications to be used are listed in paragraph (b) of this clause.

(1) The base unit prices for the purpose of the adjustment calculations under this clause shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only for the period specified under the “Base Unit Price” column in paragraph (b) immediately preceding (i) the closing date for proposals, if no discussions are held, (ii) the due date for final proposal revisions, if discussions are held, or (iii) the opening date, if sealed bidding is used.

(2) The adjusting unit prices shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator for the period specified under the Adjusting Unit Price column in paragraph (b) immediately preceding the effective date the option term is exercised, except for linerboard which shall require one additional adjustment six months after each option term is exercised.

(e) With respect to increases or decreases under this clause, no adjustment shall be made to the base term contract unit prices. One adjustment calculation shall be made annually to determine the unit prices applicable to the forthcoming option term (if exercised), except linerboard which will be adjusted on a semi-annual basis.

(f) EPA allowance factor: For the purpose of price adjustment pursuant to this clause, it shall be conclusively presumed that the amount shown under “Portion Subject to EPA” represents the cost of each item that is subject to adjustment. The portion subject to EPA refers to the element of cost for each item that is outside the control of the vendor and in “Schedule B” the offerors will be required to fill in this amount. This is the only portion of the cost that will be subject to the EPA provision. The EPA provisions based on changes in market prices for product material costs such as beef, pork, chicken, and linerboard are subject to the EPA, because there is serious doubt concerning the stability of market conditions. The balance of product costs for items such as labor, overhead, General and Administrative (G&A), transportation, and profit are those contingencies that can be included in the contract price and can be identified and covered separately through firm fixed prices. The EPA allowance factor remains fixed throughout the life of the contract unless a Government authorized change is made to the contract which affects this allowance.

(g) Performance requirements: The United States Army Research, Development and Engineering Command (RDECOM) Natick Soldier Center (NSC) who prepares the specifications has moved from Military Specifications to Performance Requirements. The Government no longer states the specific amount of product (meat, potatoes, gravy, etc.) that goes into a Tailored Operational Training Meal (TOTM), only an overall amount with a protein and carbohydrate requirement. Meeting the protein requirement indicates that the Contractor has put in sufficient (meat) quantities in the TOTM to satisfy the requirement. (Different Contractors will put in differing quantities of beef, pork, chicken breast, etc. to meet the protein performance requirements). This is why specific weights or quantities cannot be specified in advance in this EPA as would be used in a Military Specification and the cost for the items subject to adjustment will be entered by the Contractor in Section B. The Government performs oversight to ensure that the performance requirements are met or exceeded.

(h) Adjustments shall be calculated as follows: (Round to four decimal places)

(1) Compute the adjusting unit price and the base unit price.

(2) $(\text{Adjusting unit price} - \text{base unit price}) / \text{base unit price} = \text{market price change (+ or -)}$.

(3) $\text{Market price change} \times \text{allowance factor} = \text{contract unit price adjustment (+ or -)}$ for each item subject to EPA adjustment.

(4) The original option unit price(s) for each option will be the sum of the firm fixed price portion and the portion subject to the EPA (allowance factor). The adjusted unit price(s) for each option shall be determined by increasing or decreasing (as appropriate) the Allowance Factor by the Contract Unit Price Adjustment and adding that to the firm fixed price portion agreed to at the time of award for the option period being adjusted.

(5) Determine the contract price adjustment by computing the sum total of the price adjustment of all items subject to EPA.

(i) Price adjustments pursuant to this clause shall be made by contract modification showing the calculations used to derive the adjusted contract unit price.

(j) Payments: Payment for items pending adjustment under this clause shall be at the existing unadjusted contract unit price until an adjustment modification has been issued. Following issuance of an adjusting contract modification, the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the adjusted price stated in the contract modification for the applicable option period. The Contractor represents by submitting its final invoice that the total amount billed under this contract reflects all increases or decreases required or authorized by this clause.

(k) Any pricing actions pursuant to the "CHANGES" clause or other provisions of the contract will be priced as though there were no provisions for economic price adjustment.

(l) No adjustment will be made under this clause unless the total change in the contract amount is \$500.00 or more.

(m) Upward ceiling on economic price adjustment: The total increase in any contract unit price shall not exceed 10% per annum of the original option unit prices agreed to at time of award. There is no percentage limit on downward adjustments under this clause.

(n) Revision of market price indicator: In the event (i) any applicable market price indicator is discontinued or its method of derivation is altered substantially or (ii) the Contracting Officer determines that a particular market price indicator consistently and substantially no longer reflects market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

(o) Disputes: If the parties fail to agree on an appropriate substitute market price indicator or implementation of other matters addressed by this EPA clause then the matter shall be resolved in accordance with the Disputes clause of the contract.

(p) Authority to add additional items to this clause: Paragraph (b) of this clause identifies 14 unique components contained in the ration. These components are selected based on historical data and may not be included in every ration. Refer elsewhere in the solicitation/contract for listing of the exact component makeup. Due to customer requirements, the Contracting Officer may add additional components to the ration. The Contracting Officer will show within paragraph (b) the additional components(s).

(q) Examination of records: The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of the clause.

(r) In the event any applicable market price indicator is not published for any week(s), that week will not be included in calculating the base unit price or the adjusting unit price as applicable. For instance, if within a 52 week period an indicator is not published 4 times, the average of the 48 published prices only will be calculated. When a range of prices is provided, for the purposes of the calculations the arithmetic average of the high and low number will be calculated to determine the indicator for that period. (End of Clause)

Addendum to 52.216-9063

Option refers to Tier 2, Tier 3, Tier 4 or Tier 5.

DLAD 52.217-9001 is not applicable and not included in this solicitation because there are no options

CAUTION NOTICE : See Attachment 1 for more EPA information.

**52.246-9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS -
DLA TROOP SUPPORT - SUBSISTENCE (NOV 2011)**

(a) Optional Contractor Testing of Contractor-Furnished Materials.

To expedite shipment, the Contractor has the option to perform, or have performed by an independent laboratory, contractually-required tests of end items or component material not specified by the U.S. Standards of Grade. The inspector for the Government agency having jurisdiction over 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 the Contractor's testing system is determined reliable in accordance with paragraph (c) of this clause. It is the intent of the Government to rely on Contractor test results to the maximum extent practicable 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 the Contractor's testing system is reliable, in accordance with paragraph (c) of this clause, as to each of the required characteristics. If the Contractor's test system is determined to be unreliable, product compliance will be determined based solely on Government test results. In the event the Government detects any irregularities in the Contractor's testing system, the designated Government inspector may withhold approval until Government test results indicate products conform to contract requirements. (For Meal, Ready-to-Eat (MRE) items, if Government laboratory test results show that product is nonconforming, the product shall be withheld from final assembly and subject to return and replacement by the component Contractor, even if previously approved by the Government inspector.)

(c) Reliability Conditions.

(1) To be considered reliable, the Contractor's testing system shall produce results 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. Unless otherwise specified in this contract, the Government inspector will select samples randomly from the first three lots of end items presented for inspection and will conduct verification testing on a skip-lot basis. Skip-lot verification is done by random selection of samples from not less than one lot in six consecutive lots presented for inspection. 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), one lot is randomly selected for inspection. If lot 4 is selected, the next samples will be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 is selected, the next samples will be selected from lots 9, 10, 11, 12, 13, or 14; and so on.)

(2) Contractor's testing system shall be considered unreliable when (i) the Government verification results indicate product nonconformance to contract requirements; and (ii) a significant disparity exists between Government laboratory results and Contractor test results. When a Contractor's testing system is determined to be unreliable, compliance testing will revert to the Government, and all items shall be inspected by the Government prior to shipment.

(3) Contractor's testing system will be considered doubtful when (i) a significant disparity exists between Government laboratory results and Contractor test results; (ii) the Government test results indicate significantly poorer quality than the Contractor's; and (iii) 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. These determinations shall be accomplished by the DLA Troop Support, Directorate of Subsistence, Product Services Office, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5092.

(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 FTRE.

(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. The inspector will forward one completed copy to DLA Troop Support FTRE.

(2) Verification Actions. The Government will 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 by a DD Form 1222, Request for and Results of Tests. The Government laboratory that performs the tests will provide copies of the test results to the Government inspector and to DLA Troop Support FTRE. The Government laboratory will telephone the results to DLA Troop Support HS (215-737-4259) when testing identifies nonconformance. The Government reserves the right to (i) increase the rate or amount of verification testing up to and including full lot-by-lot testing, in the event the Contractor does not furnish reliable test results or certificates; or (ii) obtain additional data when significant disparities exist between the Contractor's results and the results of the Government laboratory testing. 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 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 (the 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 shall be charged the costs of lot-by-lot inspection during the period that its testing system is considered unreliable. These charges will be processed and approved by the Contracting Officer.

(f) Format for Contractor/subcontractor test report.

Name and Address of Contractor:

Name and 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 items 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 representative 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 and one (1) copy to Government inspector, who will forward one (1) copy to DLA Troop Support FTRE; and hard copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

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 address:

- FAR: <https://www.acquisition.gov/far/index.html>;
- DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm>

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE/DATE
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) FARS
52.211-17	Delivery of Excess Quantities (SEP 1989) FARS
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec. 2007) FARS
52.232-17	Interest (OCT 2010) FARS
52.242-13	Bankruptcy (JUL 1995) FARS
52.242-15	Stop Work Order (AUG 1989) FARS
52.247-34	F.O.B. Destination (NOV 1991)
252.204-7003	Control of Government Personnel Work Product (APR 1992) DFARS
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (DEC 2006) DFARS
252.211-7006	Passive Radio Frequency Identification (SEP 2011) DFARS
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 2012) DFARS
252.232-7010	Levies on Contract Payments (DEC 2006) DFARS
52.211-9010	Shipping Label Requirements—Military Standard (MIL-STD)-129P (MAR 2012) DLAD
52.211-9014	Contractor Retention of Traceability Documentation (AUG 2012) DLAD
52.211-9046	FDA Compliance (NOV 2011) DLAD
52.216-9006	Addition/Deletion of Items (AUG 2005) DLAD
52.233-9000	Agency Protests (NOV 2011) DLAD
52.246-9001	Manufacturing Process Controls and In-Process Inspections (NOV 2011) DLAD
52.246-9003	Measuring and Test Equipment (NOV 2011) DLAD
52.246-9013	Contractor and Government Samples at Origin (SEP 2007) DLAD
52.246-9023	General Inspection Requirements (NOV 2011) DLAD
52.246-9025	Re-inspection of Nonconforming Suppliers (NOV 2011) DLAD
52.246-9039	Removal of Government Identification from Non-accepted Supplies (NOV 2011) DLAD
52.246-9044	Sanitary Conditions (NOV 2011) DLAD
52.246-9045	Federal Food, Drug and Cosmetic Act (AUG 2008) DLAD
52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007) DLAD

STATEMENT OF WORK

I. INTRODUCTION

A. DLA Troop Support intends to enter into one Indefinite Quantity Contract (IQC) per line item to provide Tailored Operational Training Meal (TOTM) for military.

The purpose of this ration is to provide an alternative operational training meal in lieu of “sack lunches” and catered commercial meals to military organizations that engage in inactive duty training. It may be used in any situation where traditional operational ration meals are not mandated.

As a training tool, this meal aids units in gaining familiarity with the preparation, usage, consumption, and disposal of a pre-package meal similar to the standard Meal-Ready-to Eat (MRE). This meal is similar to the standard MRE components. However, it employs commercial packaging to reduce cost. The TOTM is not an MRE, nor is it designed to take place of the MRE. The TOTM is a totally self-contained packet consisting of a meal packed in a lightweight flexible meal bad that fits easily into military field clothing pockets.

Three sets of menus are available (see table below); each set is comprised of 12 different menus. Each case contains 12 meals, one of each menu. The net weight per case is approximately 20lbs. and .95 cubic feet, while each pallet weight approximately 1,023lbs. and is approximately 52.7 cubic feet.

Item: Meal, Tailored, Operational Training (TOTM)

LSN: 8970-01-E10-0238

Description: Shelf Stable, Lunch/Dinner, Individual, Ready-to-Eat, 1 Each of 12 Menus

<p align="center"><u>Menu 1</u> Cheese Tortellini MRE Wet Pack Fruit Patriotic Sugar Cookies Pretzel Sticks Candy - M&M's Peanut Cappuccino, French Van or Mocha Flameless Heater Dining Kit**</p>	<p align="center"><u>Menu 2</u> Penne Pasta MRE Wet Pack Fruit Peanut Butter Crackers Candy - M&M's Plain Carbo Beverage Flameless Heater Dining Kit**</p>	<p align="center"><u>Menu 3</u> Ratatouille MRE Wet Pack Fruit Peanut Butter Crackers Candy - M&M's Plain Carbo Beverage Flameless Heater Dining Kit**</p>
<p align="center"><u>Menu 4</u> Marinara Sauce w/Meatballs MRE Wet Pack Fruit Patriotic Sugar Cookies Pretzel Sticks Candy - M&M's Peanut Carbo Beverage Flameless Heater Dining Kit**</p>	<p align="center"><u>Menu 5</u> Chicken w/Noodles MRE Wet Pack Fruit Patriotic Sugar Cookies Pretzel Sticks Candy - M&M's Plain Cappuccino, French Van or Mocha Flameless Heater Dining Kit**</p>	<p align="center"><u>Menu 6</u> Chili w/Beans MRE Wet Pack Fruit Patriotic Sugar Cookies Pretzel Sticks Candy - M&M's Peanut Cappuccino, French Van or Mocha Flameless Heater Dining Kit**</p>

<p align="center">Menu 7 Beef Ravioli MRE Wet Pack Fruit Patriotic Sugar Cookies Pretzel Sticks Candy - M&M's Plain Carbo Beverage Flameless Heater Dining Kit**</p>	<p align="center">Menu 8 Beef Stew MRE Wet Pack Fruit Peanut Butter Crackers Candy - M&M's Peanut Carbo Beverage Flameless Heater Dining Kit**</p>	<p align="center">Menu 9 Chili Mac MRE Wet Pack Fruit Patriotic Sugar Cookies Pretzel Sticks Candy - M&M's Plain Carbo Beverage Flameless Heater Dining Kit**</p>
<p align="center">Menu 10 Pork Rib MRE Wet Pack Fruit Patriotic Sugar Cookies Candy - M&M's Peanut Pretzel Sticks Cappuccino, French Van or Mocha Flameless Heater Dining Kit**</p>	<p align="center">Menu 11 Spaghetti with Beef and Sauce MRE Wet Pack Fruit Patriotic Sugar Cookies Pretzel Sticks Candy - M&M's Plain Cappuccino, French Van or Mocha Flameless Heater Dining Kit**</p>	<p align="center">Menu 12 Vegetable Taco Pasta MRE Wet Pack Fruit Patriotic Sugar Cookies Pretzel Sticks Candy - M&M's Peanut Cappuccino, French Van or Mocha Flameless Heater Dining Kit**</p>

**Dining Kit - Seasoning Packet, Chewing Gum, Towelette

Item: Meal, Tailored, Operational Training (TOTM)

LSN: 8970-01-E10-0239

Description: Shelf Stable, Lunch/Dinner, Individual, Ready-to-Eat, 1 Each of 12 Menus

<p align="center">Menu 1 Meatballs w/Marinara Dairyshake Cracker Hot Sauce Skittles FRH Dining Kit²</p>	<p align="center">Menu 2 Chili Macaroni Dairyshake Cracker Ground Red Pepper M&M's FRH Dining Dining Kit²</p>	<p align="center">Menu 3 Chili with Beans Fried Rice Dairyshake Cracker Skittles FRH Dining Dining Kit²</p>
<p align="center">Menu 4 Cheese Tortellini Fried Rice Cookie (various) M&M's Beverage Base FRH Dining Kit²</p>	<p align="center">Menu 5 Beef Taco Fried Rice Cracker M&M's Beverage Base FRH Dining Kit²</p>	<p align="center">Menu 6 BBQ Pork Ribs Ground Red Pepper Wheat Snack Bread (2) BBQ Sauce Skittles Beverage Base FRH Dining Kit²</p>

<p><u>Menu 7</u> Beef Ravioli Fruit¹ Cookie (various) Peanuts, Salted Tootsie Roll (2) Beverage Base FRH Dining Dining Kit²</p>	<p><u>Menu 8</u> Spaghetti with Beef and Sauce Fruit¹ Cracker Peanut Butter Skittles Beverage Base Red Pepper FRH Dining Kit²</p>	<p><u>Menu 9</u> Chicken Fajitas Mashed, Potatoes Osmotic Fruit Wheat Snack Bread Cookies (various) Beverage Base Tootsie Roll (2) FRH Dining Kit²</p>
<p><u>Menu 10</u> Vegetable Taco Pasta Fruit¹ Peanuts, Salted Cracker M&M's Beverage Base FRH Dining Dining Kit²</p>	<p><u>Menu 11</u> Ratatouille Osmotic Fruit Cracker Hot Sauce Dairyshake FRH Dining Kit²</p>	<p><u>Menu 12</u> Penne Pasta Cracker Hot Sauce Peanut Butter Skittles Beverage Base FRH Dining Dining Kit²</p>

- 1 - One of either Applesauce (Fortified or Raspberry), Spiced Apples, Mixed Fruit, Pears or Pineapple.
 2 - Dining Kit includes napkin, spoon, coffee, sugar, black pepper, salt, creamer, and a moist towelette.

Item: Meal, Tailored, Operational Training (TOTM)

LSN: 8970-01-E10-0240

Description: Shelf Stable, Lunch/Dinner, Individual, Ready-to-Eat, 1 Each of 12 Menus

<p><u>Menu 1</u> Spaghetti with Beef and Sauce Dairy Shake Crackers Hot Sauce Skittles Candy Flameless Heater Dining Kit*</p>	<p><u>Menu 2</u> Beef Ravioli Beverage Base Peanut Butter Crackers Red Pepper Chocolate Peanut Disk Candy Flameless Heater Dining Kit*</p>	<p><u>Menu 3</u> BBQ Pork Rib Dairy Shake Crackers Red Pepper Skittles Candy Flameless Heater Dining Kit*</p>
<p><u>Menu 4</u> Beef Stew Dairy Shake Crackers Plain Chocolate Disks Candy Flameless Heater Dining Kit*</p>	<p><u>Menu 5</u> Chicken with Noodles Beverage Base Raisins Cookie Packet Plain Chocolate Disks Candy Flameless Heater Dining Kit*</p>	<p><u>Menu 6</u> Cheese Tortellini Beverage Base Peanut Butter Crackers Red Pepper Skittles Candy Flameless Heater Dining Kit*</p>

<p align="center">Menu 7 Chili and Macaroni DairyShake Crackers Red Pepper Chocolate Peanut Disks Candy Flameless Heater Dining Kit*</p>	<p align="center">Menu 8 Chili with Beans Beverage Base Cranberries Crackers Hot Sauce Chocolate Peanut Disks Candy Flameless Heater Dining Kit*</p>	<p align="center">Menu 9 Beef Taco Beverage Base Cranberries Crackers Red Pepper Cookie Packet Flameless Heater Dining Kit*</p>
<p align="center">Menu 10 Vegetable Taco Pasta Beverage Base Peanut Butter Tortillas Plain Chocolate Disks Candy Flameless Heater Dining Kit*</p>	<p align="center">Menu 11 Spicy Penne Pasta Beverage Base Peanut Butter Crackers Red Pepper Cookie Packet Flameless Heater Dining Kit*</p>	<p align="center">Menu 12 Meatballs with Marinara Beverage Base Raisins Crackers Hot Sauce Chocolate Peanut Disks Candy Flameless Heater Dining Kit*</p>

*Dining Kit: Spoon, Salt, Pepper, Creamer, Coffee, Sugar, Towelette, Napkin

B. The resulting contract shall be a Fixed Price with Economic Price Adjustment Indefinite Delivery Indefinite Quantity Type Contract, in accordance with reference FAR 16.203-1. The resulting contract will be a five (5) year contract, consisting of five 12-Month Tier Periods.

TIER 1

Date of award through 365 days thereafter

NOTE: Deliveries might fall outside of effective period

TIER 2

From date of 366 days through 730 days thereafter

NOTE: Deliveries might fall outside of effective period

TIER 3

From date of 731 days through 1,095 days thereafter

NOTE: Deliveries might fall outside of effective period

TIER 4

From date of 1,096 days through 1,460 days thereafter

NOTE: Deliveries might fall outside of effective period

TIER 5

From date of 1,461 days through 1,825 days thereafter

NOTE: Deliveries might fall outside of effective period

NOTE: Offer on all tiers of each line is mandatory. Offeror is not required to offer all line items. Failure to offer on all tiers may be deemed as non-acceptance of the tiers and could result in rejection of the offeror's entire proposal. Tier 2 will follow Tier 1 upon expiration of that period and so forth.

This solicitation is unrestricted with HUBZone price evaluation preference. This solicitation is issued using Lowest Price Technically Acceptable Source Selection procedures. Offerors must meet all terms, conditions, and requirements of this solicitation. This solicitation will result in a long term, Indefinite Quantity, Fixed Price with Economic Price Adjustment (EPA) Type Contract. See FAR Provision 52.212-2 Evaluation-Commercial Items for evaluation criteria.

PRE-AWARD PLANT SURVEY: To determine the responsibility of prospective contractors, the government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the government is prevented from making such survey by; the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials machinery and tooling.

II. GUARANTEED MINIMUM/MAXIMUM

The quantities shown in the schedule represent the estimated Minimum and Maximum quantities that will/may be ordered over the ordering period.

The minimum quantity for the 5-year contract period per line item is 60,000 cases.

The maximum quantity for the 5-year contract period per line items is 240,000 cases.

III. ITEM ADDITIONS/DELETIONS/REPLACEMENTS

The Government may add, delete, or replace items on the contract as military needs change in accordance with **52.216-9006 ADDITION/DELETION OF ITEMS (AUG 2005) - DLAD**, and as outlined below:

A. The Government reserves the right to add new items to the resultant contract(s), through bilateral modification, with negotiated pricing, after the date of award. If multiple awards are made new items will be competed amongst awardees, utilizing Lowest Price Technically Acceptable evaluation criteria for award.

B. The Government reserves the right to unilaterally delete items from any menu of TOTMs Programs.

C. The Government reserves the right to replace or not to replace any item(s) which have been discontinued, or removed from the contract. The Government shall satisfy the guaranteed minimum contract quantity requirements as stated in the contract award.

IV. CONTRACTING AUTHORITY

A. The DLA Troop Support Contracting Officer is the **ONLY** person authorized to approve changes to, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with DLA Troop Support Contracting Officer.

B. In the event the vendor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made to cover any costs associated with such change.

V. NEGOTIATIONS

For the subject acquisition, the Government reserves the right to conduct negotiations. Initial responses to negotiations shall be in a form of communication customary in the industry for transmitting

information to include phone, facsimile transmission, letter, in-person and e-mail. However, any information provided during negotiations, to include all changes to the initial offer, must be reduced to writing and transmitted to the DLA Troop Support Business Opportunities Office by the time and date specified at the time of Final Proposal Revisions. Information not submitted to the DLA Troop Support Business Opportunities Office by the specified date and time will not be considered by the Government during final evaluations.

VI. TECHNICAL/QUALITY DATA A

See Attachment 2

SOLICITATION PROVISIONS

NOTE: 52.212-1, Instructions to Offerors—Commercial Items (JUL 2013) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

Addendum to 52.212-1:

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), Submission of Offers.

- a. See Standard Form 1449 (Continuation Sheet), Offeror submits signed and dated offers as specified on page 3 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8.
- b. Facsimile offers are **NOT** authorized for this solicitation.
- c. **SUBMISSION REQUIREMENTS:** Offerors are required to submit the completed solicitation, the pricing proposal, including the Subcontracting Plan, Quality System Plan (QSP) and the completed Product Protection Checklist. The Subcontracting Plan, QSP and Product Protection Checklist must be three separate documents from the completed solicitation and pricing proposal. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the solicitation SPM3S1-14-R-0001 to the Government.

Alternate offers/pricing will NOT be accepted. The offeror is not required to submit prices for all three line items found in the Schedule of Items. However, the Offeror is required to submit prices of all tiers per line item.

The Government reserves the right to make any part of the proposal a contractual requirement at time of award.

NOTE: If a contractor has previously submitted a Product Protection Plan and/or Quality System Plan and the rating was, at a minimum, marginally acceptable, the contractor may reference this Product Protection Plan and/or Quality System Plan by date and only changes(if deemed necessary) need to be submitted at time of offer submittal for this or for future contracts.

2. Paragraph (c), Period for Acceptance of Offers.

Period of acceptance is 180 days.

3. Paragraph (d), Product Samples.

Product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

4. Paragraph (e), Multiple Offers.

- Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

5. Paragraph (g), Contract Award.

- If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

6. Paragraph (h), Multiple Awards.

- The Government intends to make one award (of each LSN)
- The Government may make more than one award
- Offers may be submitted for quantities less than those specified.

7. Paragraph (i), Availability of Requirements Documents Cited in the Solicitation.

Contact: John King, Food Technologist, Tiendung Nguyen, Contract Specialists, James Lecollier,

Contracting Officer for the applicable specifications described in the solicitation at:

- e-mail: John.King@dla.mil or telephone: 215-737-7771
- e-mail: Tiendung.Nguyen@dla.mil or telephone: 215-737-0825
- e-mail: James.Lecollier@dla.mil or telephone: 215-737-3625

NOTE: Unit prices shall be limited to 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. Alternate offers/pricing will NOT be accepted. One offer per contractor is permitted.

**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
EVALUATION FACTORS FOR AWARD**

Your proposal must be prepared in separate parts as follows:

Part	Title	
1	Completed Solicitation/Prices	1 copy
2	Product Demonstration Model (See instruction below)	1

The Technical Evaluation Factor

1. Product Demonstration Model (PDM's):

Product Demonstration Models (PDM's) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDM's will become the property of the Government and will not be returned to the offeror. Failure to submit PDM's may result in rejection of an offer.

A total of 112 Samples (each) shall be submitted as PDM's to be distributed as follows:

- a. 32 PDM's shall be mailed to:

U.S. Army Research, Development and Engineering Command
Natick Solider Center
Attn: AMSRD-NSC-CF-F
15 Kansas Street
Natick, MA 01760-5018

(Note: Packages containing PDM's shall be identified as such on the outside of the box, as well as identifying the RFP number).

The end or side of the box(s) containing PDM's must have a sticker, or be printed on the box, with the following information:

**Product Demonstration Model Sample
Solicitation Number
Product Identity
Lot #
Company Name and Address
Point of Contact Name and Phone Number**

b. 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 offer shall submit this statement(s) with its balance of PDM samples submitted to DSCP.

c. The remaining ten samples (each), of the same product lot code, of the PDM shall be mailed along with your technical proposal to the address indicated on block 6 of the first page of the solicitation.

The PDMs required in this part of this solicitation which are submitted to Natick and DLA Troop Support must have certified analytical requirement results attached as part of your offer for this technical evaluation factor. The analyticals are to be certified by the USDA for current suppliers of these items and self-certified by other potential offerors. Failure to submit the required certified analyticals with your PDMs may result in your proposal not being considered for award.

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.

Characteristics for which the PDM's will be tested or evaluated are:

Organoleptic qualities such as taste, odor, texture appearance and overall quality.

The PDM rating will be acceptable or unacceptable. If any one of the characteristics of the PDM is rated unacceptable, the overall PDM will be rated unacceptable.

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 require rejection of the offer. Offerors shall also certify that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. The Government shall not accept product from any resultant contract, which does not conform, to all requirements.

The approval of any PDM for the aforementioned organoleptic characteristics will not constitute approval of the product as meeting other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements.

52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999) – FAR

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and meeting the minimum requirements of the solicitation considered. The following shall be used to evaluate offers:

DLA Troop Support will use **Low Price Technically Acceptable** procedures per line item to evaluate all offers. A proposal will be determined Technically Acceptable if it meets all terms and conditions of the solicitation, with the following exceptions: Product Demonstration Models (PDM), the Quality System Plan (QSP), Product Protection Plan and Subcontracting Plan. It is a requirement that the PDM, Quality System Plan, Product Protection Plan and Subcontracting Plan are submitted as part of the proposal; PDM, Quality System plan, and Product Protection plan are required to be acceptable prior to award in order for a proposal to be found Technically Acceptable and in order to commence production. All required submissions must be received from offerors before the time set for closing. Failure to furnish this information by the time specified may be cause for rejection if not otherwise acceptable under FAR provisions for considering late offers.

The Offeror has to agree on **7 days** of the **product lead time**.

Product Demonstration Models (PDM): The Government will evaluate proposed product for compliance with the item description. Items will be evaluated under 2 sub-factors, Specification Requirements and Organoleptic Acceptability.

- a. Specification Requirements – Product Samples will be evaluated to determine acceptability pertaining to, but not limited to packaging and shelf life
- b. Organoleptic Acceptability – Natick will evaluate the organoleptic characteristics of the product using the 9 points quality scale.

NOTE: If PDMs are not requested, it will NOT be used as a Technical Factor in the evaluation process of the Solicitation.

Price:

The Government will evaluate each offeror's unit prices. Pricing will be evaluated for the estimated quantity and award will be made to the lowest priced offer per line item. The estimated quantities for this acquisition will be multiplied by the offered unit price for Tier 1, Tier 2, Tier 3, Tier 4 and Tier 5 to estimate the overall lowest price to the Government per line item.

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

NOTE: If an offeror does not understand these instructions, then it should write/e-mail the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of offers to get an answer in time to meet that deadline. The Government will publish the questions asked and the answers given and distribute them to all prospective offerors to whom it sends this request for proposals.

Addendum to 52.212-2:

The following paragraph of 52.212-2 is amended as indicated below:

1. Paragraph (b), Options, is hereby changed to read:

(b) Tier Periods. The Government will evaluate offers for award purposes by adding the total price of all Tiers for the TOTMs. The Government may determine that an offer is unacceptable if the Tier prices are significantly unbalanced.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013) ALTERNATE I (APR 2011) – FAR

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov> . If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, 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). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“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.

“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.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“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 size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“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 business concern” means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“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.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating

in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.
Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those 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 (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and ‘United States’ are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those 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 (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.: _____

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) 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 Federal, state or local government 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; and
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) 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.

(i) Taxes are considered delinquent if both of the following criteria apply:
 (A) *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.

(B) *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.

(ii) Examples.

(A) 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.

(B) 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.

(C) 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.

(D) 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).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) 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.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) 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 Internal Revenue Service (IRS).

(2) 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.]

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

ADDENDUM TO 52.212-3

Attachment to 52.212-3(f)

252.225-7000 BUY AMERICAN STATUTE--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (JUN 2012)

(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 statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American 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.

(1) 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>
_____	_____
_____	_____
_____	_____

**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.

The following additional provisions are set forth in full text:

52.216-1 TYPE OF CONTRACT (APR 1984) – FAR

The Government contemplates award of a Fixed Price with Economic Price Adjustment/Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUNE 2005) – DFARS

(a) Definitions. As used in this clause –

- (1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States" means the 50 states, the District of Columbia, outlying areas, and the Continental Shelf as defined in 43 U.S.C. 1331.
- (3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) 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.

(2) Representation. The Offeror represents that it –
____ Does anticipate that supplies will be transported by sea in 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.

(1) 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 clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012) - DFARS

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEERAL LAW (DEVIATION 2012-O0004) (JAN 2012) – DFARS

(a) In accordance with sections 8124 and 8125 of Deivision A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify

any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror’s determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used I this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.215-7008 ONLY ONE OFFER (JUN 2012)

(a) The provision at FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data other Than Certified Cost or Pricing Data, with any alternate included in this solicitation, does not take effect unless the Contracting Officer notifies the offeror that—

- (1) Only one offer was received; and
- (2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Upon such notification, the offeror agrees, by submission of its offer, to provide any data requested by the Contracting Officer in accordance with FAR 52.215-20.

(c) If negotiations are conducted, the negotiated price should not exceed the offered price.

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)

52.215-9023 REVERSE AUCTION (NOV 2011) – DLAD

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify offerors of this decision and the following provisions will apply.

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

(c) Prior to or simultaneously with conducting the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) The lowest offeror's price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror's identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror's proposed pricing, such as "Offeror A" or "lowest-priced offeror"). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(e) An offeror's final auction price at the close of the reverse auction will be considered its final proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) [15.307](#).

(f) The following information is provided regarding the procedures to be followed if a reverse auction is conducted.

(1) Each offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is available at [<https://govauctions.sourcing.procuri.com>].

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other offerors' pricing in confidence until after contract award.

(4) Any offeror unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative [insert name and contact information for designated representative] immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

(5) The reverse auction will be conducted using the commercial reverse auction service provider's website: [<https://govauctions.sourcing.procuri.com>]. Offerors shall be responsible for providing their own computer and Internet connection.

(6) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an offeror who successfully completes the training shall be designated as a 'trained offeror.' Only trained offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a 'trained offeror.' The Contracting Officer also reserves the right to take away the 'trained offeror' designation from any trained offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

(End of Provision)

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

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):

- FAR: <https://www.acquisition.gov/far/index.html>;
- DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm>

The following additional provisions are incorporated by REFERENCE:

Provision Number	Title	Date
FAR 52.209-7	Information Regarding Responsibility Matters	FEB 2012
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009

FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification.	NOV 2011
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
DLAD 52.233-9000	Agency Protests	NOV 2011
DLAD 52.247-9050	Evaluation of Palletized Shipments	DEC 2011

Economic Price Adjustment Information

Component	EPA Factor	Economic Indicator	Publication	Frequency of Publication	Publisher	Base Unit Price	Adjusting Unit Price
Beef Enchiladas	Beef	IMPS 167A Round, Knuckle, Trimmed, Wtd. Avg. (BPN U-12)	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Beef Ravioli	Beef	Boneless Processing Beef/Beef Trimmings, FOB Omaha, Wtd. Avg. 85% fr (BPN U-24)	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Beef Stew	Beef	IMPS 167A Round, Knuckle, Trimmed, Wtd. Avg. (BPN U-12)	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Boneless Pork Rib	Pork	Loins, Bone-In, Fresh, 1/4" Trim 13-19#, C4, Wtd. Avg. (BPN U-40)	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Chicken Fajita	Chicken	Breasts, B/S, Georgia F.O.B. Dock, Wtd. Avg. Price	USDA Broiler Market NewsReport	Weekly	USDA	52-week period	52-week period
Chicken w/Dumpling	Chicken	Breasts, B/S, Georgia F.O.B. Dock, Wtd. Avg. Price	USDA Broiler Market NewsReport	Weekly	USDA	52-week period	52-week period
Chicken w/Noodles	Chicken	Heavy Type Hens, S.E. Heavy Live Hen Report, At Farm Buyer Loading, Wtd. Avg.	USDA Broiler Market NewsReport	Weekly	USDA	52-week period	52-week period
Chicken w/Salsa	Chicken	Breasts, B/S, Georgia F.O.B. Dock, Wtd. Avg. Price	USDA Broiler Market NewsReport	Weekly	USDA	52-week period	52-week period
Chili & Macaroni	Beef	Boneless Processing Beef/Beef Trimmings, FOB Omaha, Wtd. Avg. 85% fr (BPN U-24)	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Chili w/ Beans	Beef	Boneless Processing Beef/Beef Trimmings, FOB Omaha, Wtd. Avg. 85% fr (BPN U-24)	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Sloppy Joe Filling	Beef	Boneless Processing Beef/Beef Trimmings, FOB Omaha, Wtd. Avg. 85% fr (BPN U-24)	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Spaghetti w/Meat Sauce	Beef	Boneless Processing Beef/Beef Trimmings, FOB Omaha, Wtd. Avg. 85% fr (BPN U-24)	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period

Component	EPA Factor	Economic Indicator	Publication	Frequency of Publication	Publisher	Base Unit Price	Adjusting Unit Price
Packaging Materials	Linerboard	Linerboard (42-lb) Unbleached kraft, East, Sh. Ton, Semi-Annual	Pulp & Paper Weekly	Weekly/Prices are Published Monthly	Miller Freeman, Inc.	12-month period	12-month period
Packaging Materials	Resins	LDPE Resins, Large Buyer Price Film Liner Grade	Monthly Petrochemical & Plastic Analysis	Monthly	Chemical Data	12-month period	12-month period

TOTM LSN: 8970-01-E10-0238

PRICING SAMPLE SHEET

NOTE: DO NOT CHANGE OR REARRANGE SPREAD SHEET FORMAT

NOTE: FILL IN CELLS FOR \$ VALUES

LSN: 8970-01-E10-0238	Qty Per Case	% Per Case	Portion Subject to EPA*	Base Year		Option Year 1		Option Year 2		Option Year 3	
				Firm Fixed Price Portion (Per Case)	Price (Per Case)	Firm Fixed Price Portion (Per Case)	Price (Per Case)	Firm Fixed Price Portion (Per Case)	Price (Per Case)	Firm Fixed Price Portion (Per Case)	Price (Per Case)
Components											
Spaghetti	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beef Enchilada	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chicken w/Noodles	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chili w/Beans	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beef Ravioli	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beef Stew	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chili Mac	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pork Rib	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chicken and Dumplings	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cheese Tortellini	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Penne Pasta	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Vegetable Lasagna	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Patriotic Sugar Cookies	9	0.75			\$0.00		\$0.00		\$0.00		\$0.00
MRE Wet Pack Fruit	12	1.00			\$0.00		\$0.00		\$0.00		\$0.00
Pretzel Sticks	9	0.75			\$0.00		\$0.00		\$0.00		\$0.00
Crackers	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Peanut Butter	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Chocolate Covered Disks	6	0.50			\$0.00		\$0.00		\$0.00		\$0.00
Chocolate Covered Disks w/Peanuts	6	0.50			\$0.00		\$0.00		\$0.00		\$0.00
Tea Instant	6	0.50			\$0.00		\$0.00		\$0.00		\$0.00
Capuccino- French Vanilla	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Capuccino-Mocha	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Flameless Heater	12	1.00			\$0.00		\$0.00		\$0.00		\$0.00
Dining Kit**	12	1.00			\$0.00		\$0.00		\$0.00		\$0.00
Total Components	96		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Distribution Prices											

TOTM LSN: 8970-01-E10-0239

PRICING SAMPLE SHEET

NOTE: DO NOT CHANGE OR REARRANGE SPREAD SHEET FORMAT

NOTE: FILL IN CELLS FOR \$ VALUES

LSN: 8970-01-E10-0239	Qty Per Case	% Per Case	Portion Subject to EPA*	Base Year		Option Year 1		Option Year 2		Option Year 3	
				Firm Fixed Price Portion (Per Case)	Price (Per Case)	Firm Fixed Price Portion (Per Case)	Price (Per Case)	Firm Fixed Price Portion (Per Case)	Price (Per Case)	Firm Fixed Price Portion (Per Case)	Price (Per Case)
Components											
Meatballs w/Marinara	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chili Macaroni	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chili with Beans	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sloppy Joe Mix	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BBQ Pork Ribs	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beef Ravioli	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spaghetti	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chicken Fajitas	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beef Enchilada	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cheese Tortellini	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Vegetarian Lasagna	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Penne Pasta	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Dairyshake	4	0.33			\$0.00		\$0.00		\$0.00		\$0.00
Wheat Snack Bread - two	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Wheat Snack Bread	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Cookies (various)	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Hot Sauce	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Mexican Rice	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Mashed Potatoes	2	0.17			\$0.00		\$0.00		\$0.00		\$0.00
Ground Red Pepper	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
BBQ Sauce	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Hot Sauce	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Fruit (1)	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Osmotic Fruit	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Peanuts, salted	2	0.17			\$0.00		\$0.00		\$0.00		\$0.00

TOTM LSN: 8970-01-E10-0240

PRICING SAMPLE SHEET

NOTE: DO NOT CHANGE OR REARRANGE SPREAD SHEET FORMAT

NOTE: FILL IN CELLS FOR \$ VALUES

LSN: 8970-01-E10-0240	Qty Per Case	% Per Case	Portion Subject to EPA*	Base Year		Option Year 1		Option Year 2		Option Year 3	
				Firm Fixed Price Portion (Per Case)	Price (Per Case)	Firm Fixed Price Portion (Per Case)	Price (Per Case)	Firm Fixed Price Portion (Per Case)	Price (Per Case)	Firm Fixed Price Portion (Per Case)	Price (Per Case)
Components											
Spaghetti	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chicken Pesto Pasta	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pork Rib	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beef Stew	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chili Macaroni	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chicken Noodles	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chicken with Salsa	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beef Enchilada	1	0.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vegetable Lasagna	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Cheese Tortellini	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Spicy Penne Pasta	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Tuna	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Tortillas Pkt.	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Cookie Pkt, MRE Style * *	4	0.33			\$0.00		\$0.00		\$0.00		\$0.00
First Strike Chocolate Bar	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Cracker Pkt	3	0.25			\$0.00		\$0.00		\$0.00		\$0.00
Peanut Butter	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Jelly	1	0.08			\$0.00		\$0.00		\$0.00		\$0.00
Pretzels	2	0.17			\$0.00		\$0.00		\$0.00		\$0.00
Osmotic Fruit (Raisins or Cranberries)	5	0.42			\$0.00		\$0.00		\$0.00		\$0.00
Mango-Peach Applesauce	4	0.33			\$0.00		\$0.00		\$0.00		\$0.00
Peanuts, Dry Roasted, Salted	5	0.42			\$0.00		\$0.00		\$0.00		\$0.00
Nut Raisin Mix	2	0.17			\$0.00		\$0.00		\$0.00		\$0.00
Chocolate Covered Disks*	5	0.42			\$0.00		\$0.00		\$0.00		\$0.00
Toffee Roll (1 ea)	5	0.42			\$0.00		\$0.00		\$0.00		\$0.00

ATTACHMENT 2

SOLICITATION SPE3S1-14-R-0008

TECHNICAL DATA FOR TAILORED OPERATIONAL TRAINING MEAL

TECHNICAL DATA PACKAGE FOR TAILORED OPERATIONAL TRAINING MEAL

The purpose of this ration is to provide an alternative operational training meal in lieu of “sack lunches” and catered commercial meals to organizations that engage in inactive duty training (IDT), such as the National Guard and the Reserves, for use in situations where employment of traditional operational ration meals is not mandated.

The Tailored Operational Training Meal (TOTM) is a totally self-contained packet consisting of a meal packed in a flexible meal bag that is lightweight and fits easily into military field clothing pockets. TOTM employs commercial packaging to reduce costs. There are 3 sets of menus available. Each set is comprised of six menus. Each case contains two of each menu for a total of twelve meals per case. The TOTM may also be easily adapted for disaster relief efforts. The net weight per case is approximately 20 lbs. and .95 cubic feet, while each pallet weighs approximately 1,023 lbs. and is approximately 52.7 cubic feet.

Menus typically contain an entrée, a wet-pack fruit, a beverage base, a flameless heater, a dining kit, and other assorted components.

NOTE: The government reserves the right to determine acceptability of pictorial utilization instructions and/or other graphics as required elsewhere in this document. In the event of multiple awards, and at the option of the government, in the instant procurement and in any future procurements, pictorial utilization instructions and/or other graphics submitted in accordance with these requirements may be used by the government, without attribution, restriction, or compensation to promote standardization of the TOTM.

NOTE: ENTRÉE POUCHES AND MEAL BAGS SHALL BE IN ACCORDANCE WITH THE APPLICABLE REFERENCE SPECIFICATIONS.

The objectives of the TOTM program are:

1. To promote the “train as you fight” philosophy, while meeting the customers’ budgetary needs.
2. To serve as a training tool that will aid units in gaining familiarity with the preparation, usage, consumption, and disposal of a pre-packed meal similar to the MRE.

SECTION C

C-1 LSNs/DESCRIPTION

8970-01-E10-0239, 8970-01-E10-0240, and 8970-01-E10-0238

Meal, Tailored Operational Training (TOTM), Shelf Stable, lunch/dinner, individual, ready- to-eat, 2 each of 6 menus, 12 meals per box. Unit of Issue: CS

C-2 Salient Characteristics

A. A meal is comprised of a single bag. Each meal bag contains one of six different menus. An “accessory pack” may contain salt, pepper, confections, chewing gum, and a moist towelette. A 7-inch spoon (NSN 7340-01-508-2742), dining packet and a Flameless Ration Heater (FRH) (NSN 8970-01-349-7049) are also included.

B. The shelf life is 18 months at 80° Fahrenheit. The contractor shall ship the TOTM with no less than 12 months shelf life remaining.

C. The contents of one TOTM meal bag shall provide an average of 997 calories.

C-3 MISCELLANEOUS REQUIREMENTS:

A. Except as otherwise excepted by the requirements herein, all components shall be procured for use in the TOTM in accordance with the requirements for procurement for use in the current MRE contracts, as modified.

B. No lots or portions of lots intended for use in the MRE and subsequently withdrawn from offer or rejected due to failure to comply with the requirements for inclusion in the MRE program will be used in the TOTM.

C-4 SANITARY REQUIREMENTS:

A. Sanitarily Approved Source Requirement

1. As required by 48 CFR §246.408-70, Subsistence; AR 40-657/NAVSUP 4355.4H/MCO P10110.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service; DLAR 4155.3, Inspection 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 shall originate from establishments sanitarily approved for supplying the specific food item.

2. Sanitary approval is established by:

a. Listing in the Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Worldwide Directory) as established by the U.S. Army Public Health Command (USAPHC), or

b. An establishment specifically exempted from listing in the Worldwide Directory by AR 40-657/NAVSUP 4355.4H/MCO P10110.31H paragraph 2-15a(2)(a) through (i).

3. This requirement applies to all Operational Rations and all Government Furnished Materiel (GFM) and CFM Operational Ration food components.

4. Requests for inspection and Worldwide Directory listing by USAPHC 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, USAPHC.

B. FOOD SECURITY

1. All rations and components should be processed and transported in accordance to the Food and Drug Administration's (FDA) *Guidance for Industry: Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance*.

2. This guidance identifies the kinds of preventive measures food manufacturers, processors, or handlers may take to minimize the risk that food under their control will be subject to tampering or other malicious, criminal, or terrorist actions. The implementation of enhanced food security preventive measures provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials, other ingredients, and postproduction finished product.

3. The guidance can be found at:

<http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/FoodDefense/ucm083075.htm>

C. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS

1. The requirements of the "Integrated Pest Management (IPM) Program Requirements for Operation Rations" (28 April 2011) and the "Contractor Sanitation Program – Operational Rations" (March 1996) apply to all Ration Assembly and Component operations except as specifically exempted in Section E of this document.

2. Evidence of insect, rodent or pest infestation; foreign material; or contamination of any component item, filled and sealed accessory packet, filled and sealed menu bag, or final assembly packed case will be cause for rejection of the involved lot or lots.

C-5 REGULATORY REQUIREMENTS

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.

SECTION D**D-1 PACKAGING:**

A. All other food components shall be filled and sealed into separate preformed or form-fill-seal packaging material containing gas and moisture barrier properties sufficient to provide the required shelf life. The color of the menu bag shall be transparent. The TOTM emblem, Minutemen emblem, Train As We Fight, and Contractor's name shall approximate the color of 15180, 25180, 15182, 25182, 15183, 25183, 15187, or 25187 of FED-STD-595, Colors Used in Government Procurement.

B. Entrees, other components, and spoons shall be packed into meal bags fabricated of a minimum 7 mils of linear low density polyethylene with surface print. The manufacturer's seal will be a peelable seal with seal strength of approximately 3 to 10 lbs. Labeling shall be as stipulated herein.

D-2 LABELING:

A. All labeling shall be in accordance with FDA and USDA requirements.

B. Component items shall be labeled in accordance with the corresponding reference specification.

C. TOTM meal bags shall be labeled with the TOTM logo (see Figure 1).

D-3 PACKING:

A. Thermostabilized entrees and complementary components may be packed in accordance with good commercial practice for shipment to the assembly point.

B. The (assembled end item) shipping container shall be constructed in accordance with ASTM D5118 / D5118M, Style RSC, (minimum ECT44) corrugated fiberboard. The containers shall be closed in accordance with ASTM D1974 / D1974M. Adhesive or taping closure methods is acceptable.

D-4 MARKING:

A. Shipping containers for assembled meal bags shall be marked in accordance with DLA Troop Support Form 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence, with the addition of the following:

TAILORED OPERATIONAL TRAINING MEAL

MINUTEMAN LOGO

TRAIN AS WE FIGHT

NOTE: WATER ACTIVATED FLAMELESS RATION HEATER, NSN 8970-01-321-9153,
SUPPLIED IN EACH TOTM MENU BAG.

U.S. GOVERNMENT PROPERTY COMMERCIAL RESALE IS UNLAWFUL

B. A placard shall be affixed to the outside of each Unit Load with the following markings:

2. TOTM (Training Meal)
3. LSN
4. Number of shipping containers per load
5. Gross Weight and Cube (including pallet base)
6. Contract Number

C. A copy of the FRH Material Safety Data Sheet (MSDS) shall be affixed to each unit load and a copy shall also be placed in the vehicle manifest.

D-5 UNITIZATION:

A. Assembled unit loads TOTM shall be stretch wrapped in accordance with Type III, Class G requirements of DSCP Form 3507. In addition, a top pad shall be applied

B. The unit load height shall be no greater than 54 inches.

SECTION E INSPECTION AND ACCEPTANCE

NOTE: The Quality Assurance Provisions cited in Section E of this solicitation are required for contractor, Army Veterinary, and USDA inspection.

NOTE: FAR Clauses 52.246-2 and 52.246-11 are applicable to this solicitation/contract and shall be cited to properly enforce the Higher Level Contract Quality requirements.

NOTE: In addition to any inspection requirements cited in solicitation/contract and/or prime documents, for thermostabilized items, high-pressure processed items, and hot-filled items, exclusive of cheese spreads, 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.

E-1. Quality Assurance Provisions for Ration Assembler

E-1-A. The word "contractor" as used herein, shall mean the ration assembly/sub assembly contractor to which this contract applies.

E-1-B. The contractor will have a quality assurance program that supports continuous improvement in accordance with the particular requirements applicable to the TOTM for final assembly of the TOTM ration and for component packaging.

E-1-C. 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-1-D. AVI inspection is required for the final assembly of TOTMs, i.e., menus and final cases. 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-1-E. When representatives of the U.S. Army Public Health 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-1-F. 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/post-award 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-1-G. For Entrees and Components (including Packaging and Packing Materials):

Contractor is responsible for receipt inspection at assembly plant for all items to include, as a minimum, compliance with the applicable requirements. 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 shall be performed in accordance with origin filled and sealed pouch examination criteria for each production lot of product packaged in accordance with MIL-PRF-44073. Receipt examinations for pouch integrity shall be performed in accordance with PCR-C-039, part E-6,(3) Filled and sealed examination. Samples for receipt inspection shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the E-1-H 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.

E-1-H. Assembly of Mixed Code Lots

Mixed lots are small quantities of components representing different lots. These lots may be received from CFM suppliers 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 assembler 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 maybe 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-1-I. 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 TOTM finals.

E-1-J. Traceability Requirements

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 a 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 government inspection of each assembled lot. Non food items are exempt from traceability requirements.

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 TOTM 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.

E-1-K. Inspection and Acceptance for the Assembled TOTM:

- a. Inspection and acceptance shall be at origin (assembler).
- b. In the event the Government determines the product to be unsatisfactory, it shall have the rights provided in the Supply Warranty Clause. A valid quality complaint affecting the serviceability of the product, resulting from this procurement may be used as a factor in a determination by the Contracting Officer as to the responsibility of the contractor as supplier for future procurements.
- c. In lieu of performing the inspections cited in E-1-K-1. Meal Bag Inspection, E-1-K-2. Shipping Container Inspection, and E-1-K-3. Traceability Examination, the contractor may offer a

Certificate of Conformance (CoC) as contractor’s verification of conformance. In lieu of performing the Traceability Examination, the Government Quality Assurance Representative may accept the assembler’s COC as verification.

E-1-K-1. Meal Bag Inspection

Meal bag examination. The filled and sealed meal bags shall be examined for the defects in Table I. The lot size shall be expressed in shipping cases. The sample unit shall be one filled and sealed meal bag. The inspection level shall be S-2 and the AQL expressed in terms of defects per hundred units shall be 2.5 for major defects and 6.5 for minor defects. The finding of any critical defect shall be cause for rejection of the lot. The sample meal bags shall be selected from shipping containers, which have been filled and sealed. The inspection sample shall contain a proportionate amount of each of the menus.

TABLE I: TOTM Meal Bag and Component Bag Defects:

CATEGORY:

CRITICAL	MAJOR	MINOR	DEFECTS:
1			Tear, hole, or puncture through carton or open carton causing a hole in the pouch or obviously wet or stained carton due to leaking pouch 1/
2			Swollen cheese spread pouch, or swollen pouch or carton of thermostabilized, high-pressure processed, or hot-filled items
	101		Tear or hole in carton exposing pouch to potential damage 2/
	102		Menu component missing or incorrect assortment for menu package 3/
	103		Foreign odor
	104		Tear, hole, puncture, or open seal in component packaging 4/
		201	Meal bag labeling missing, incorrect
		202	Tear, hole, open seal, or split in meal bag
		203	Labeling missing, incorrect or illegible for components.

1/ Applies to cartoned items.

2/ A tear and/or hole shall not be of a size that will impede the integrity of the carton to protect the pouch.

3/ A missing entrée shall be cause for rejection of the lot.

4/ Starting at seal rim to form a continuous 1/16 inch seal completely closed and void of air gaps. Applicable to other than thermostabilized/high-pressure processed/hot-fill items.

E-1-K-2. Shipping Container Inspection

Shipping container examination. The filled and closed shipping containers shall be examined for the defects in Table II. The lot size shall be expressed in shipping cases. The sample unit shall be one shipping case. The inspection level shall be S-2 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for minor defects.

TABLE II: TOTM Shipping Container Defects:

CATEGORY:

MAJOR	MINOR	DEFECTS:
101		Marking omitted, incorrect, illegible, or improper size, location sequence or method of application.
102		Inadequate workmanship 1/

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-1-K-3. Traceability Examination

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 clause “E-1-K-1. Meal Bag Inspection.” 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-1-L. 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 quality assurance provisions cited in paragraphs E-1, E-2, E-3, and E-4 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 DCMA 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-1-M. Commingling of Lots

E-1-M-1. In order to facilitate lot traceability at the assembler's plant, the following is required:

(1.) Assemblers shall assemble one component lot at a time, i. e., one 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.

(2.) Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250. Thermally processed items, water activity stabilized items and cheese spreads shall also cite sub-codes delivered.

E-1-M-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-1-M-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.
- (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.
 - (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.

Paragraphs (e), (f) and (g) pertain to CFM thermostabilized components only.

- (e) Upon acceptance of the initial portion of a split lot, including inspection samples from the second portion of the homogeneous lot, receipt inspection of the second portion of the lot will be conducted for count, condition and identity at a minimum.
- (f) Associated lot shipping documentation will reflect split lot status and receipt inspection results.
- (g) Both portions of all split lots will be stored in approved facilities only.

E-2. Quality Assurance Provisions for Ration Component Production Plants and Ration Sub Assembly and Assembly Plants Where Government Quality Assurance Representative is Responsible for Performing Government Source Inspection

E-2-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) are subject to the Certificate of Conformance FAR Clause 52.246-15. The Government QAR shall have the responsibility for verifying COCs 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-2-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-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. Operational Ration Component Lot Number and Lot Inspection

The component lot number for thermostabilized (retorted), high-pressure processed, and hot-filled 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 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-2-E. 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-2-F. 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 Inspection (Receipt, In-Process And End-Item Inspections): Unless otherwise specified below, all reworks and screening inspections conducted prior to the initial Government inspection of the lot 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.

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, As Required, 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:

(a) All corrective actions performed on product due to foreign material and/or processed/unprocessed container mix-ups must be approved by FTR. NOTE: In addition to FTR approval, approval by the cognizant regulatory agency, FDA and or USDA-FSIS, is required.

(b) 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.

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

(d) These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).

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 Government Inspection for End Item Compliance: All rework requests submitted for defects noted during Government inspection for end item compliance must be approved by the applicable contracting officer, unless exempted under paragraph 3 above.

6. For reworks requiring the Government's approval, 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.

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

8. 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”. 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.

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.

E-2-G. Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies

(A.) When the requirements cited in the section of this solicitation entitled “Rework Of Product Pre or Post Acceptance” require that a written request for deviation, waiver, rework, or reinspection must be furnished, as appropriate, to the Contracting Officer and cognizant Government QAR, that request 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-2-H. 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 subparagraphs (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 cost.

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. 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-2-I. 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-3. Quality Assurance Requirements for Thermostabilized Components, High-Pressure Processed Components, Hot-Filled Components, Granolas, Cheese Spreads, Flameless Ration Heater, and Ration Components Containing Dairy Ingredients.

E-3-A. Thermostabilized, High-Pressure Processed, Hot-Filled, Granola, Cheese Spread, and Flameless Ration Heater Ration Components.

E-3-A-1. 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 (DLAD 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: FOOD DEFENSE/SECURITY/FORCE PROTECTION PLAN (FDP) (operational rations, Prime vendor, and others). Currently, all DLA TROOP SUPPORT Subsistence contracts have a requirement for the submission and implementation of some type of Food Defense at each contractor facility. Areas of concern listed in this checklist must be addressed in the plan. As a result of increased risk for the potential of intentional food tampering the plan shall describe (in general terms) the type of preventive measures that are taken or will be taken to reduce food defense vulnerabilities and to protect the food intended for DLA TROOP SUPPORT's customers at CONUS and OCONUS locations. The plan must include preventive steps taken to safeguard product from intentional tampering/ contamination during all stages of receipt, production, storage, assembly, delivery, and shipment. If a Food Defense Plan (including Food Defense Plans Covered in QSP) was previously submitted to DLA TROOP SUPPORT, identify the office, name of the person the plan was submitted to, date of submittal, and rating assigned. The following information may be covered in the Food Defense Plan or under other pertinent areas of the QSP, if a QSP is required for the facility. If some of the food defense information is covered in the QSP (e.g., receipt inspection, storage, warehousing, training, traceability, mock recalls, etc.) cross-reference the applicable Section/Area of the QSP. If the plan is submitted with the QSP, a rating (separate from the QSP) of acceptable, marginally acceptable, or unacceptable will be assigned to the Food Defense/Security/Force Protection Plan. Note: Points will be deducted for not responding to a question with a YES, No, N/A or for not providing the information requested (e.g., establishment registration information). To download a copy of the DLA TROOP SUPPORT Food Defense Checklist go to http://www.troopsupport.dla.mil/subs/fs_check.pdf or contact the applicable DLA TROOP SUPPORT Contracting Officer or the Quality Audits & Food Defense Branch (DLA TROOP SUPPORT-FTSB).

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 PHC Quality Systems Auditors), USDA-AMS/PHC 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 Public Health Command) are required to evaluate the contractors' QSPs, the QSP rating will be determined and assigned by DLA Troop Support - FTSB's Quality Systems Auditors.

Offerors/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.troopsupport.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 DLAD 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: FTSB (Quality Systems Audit Team or Applicable Contracting Officer)
700 ROBBINS AVE., BLDG 6

(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, CONTRACT SERVICES SECTION
USDA,AMS,FV,SCI DIVISION **(202) 720-5021**
ATTN: Richard Boyd
1400 INDEPENDENCE AVE. SW
STOP 0247, ROOM 0726, SOUTH BLDG.
WASHINGTON, DC 20250-0247

b. USDA-AMS INSPECTION AREA OFFICE: The contractor/subcontractor shall contact USDA, AMS, FV, SCI Division, Contract Services Section (CSS) for the applicable area office address (San Antonio, TX; College Park, GA; North Brunswick, NJ; South Bend, IN; Richmond, VA; etc).

2. US ARMY PUBLIC HEALTH COMMAND (PHC): 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 PHC for questions regarding AVI's inspection services.

DIRECTOR
VETERINARY SERVICES PORTFOLIO (MCHB-IP-VF, OPERATIONAL RATIONS SECTION)
INSTITUTE OF PUBLIC HEALTH
US ARMY PUBLIC HEALTH COMMAND
5158 BLACKHAWK ROAD
ABERDEEN PROVING GROUND, MD 21010

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.

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

DCMA 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 Operational Rations 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: 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 and the Food Defense Plan will be monitored by on-site quality systems compliance audits conducted throughout the life of the contract by the Operational Rations 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 offeror/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-3-A-2. The following DLAD Clause 52.246-9001 is applicable to this contract:

MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS (NOV 2011) - DLAD

This clause supplements process control guidance of the International Organization for Standardization (ISO) / American National Standards Institute (ANSI)/American Society for Quality (ASQ) 9000 Series standard, or equivalent standards with process controls, and is applicable when the contract requires a higher-level quality system in accordance with Federal Acquisition Regulation (FAR) 46.202-4. The Contractor shall:

(a) Ensure that all manufacturing operations are carried out under controlled conditions which 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, and 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 that 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.

(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 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 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 the 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 system may be made by the Government throughout the life of the contract.

E-3-A-3. The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract:

QUALITY ASSURANCE PROVISION

Statistical Process Controls

DLA Troop Support FT-12-001

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 offeror/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 offeror 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. Offerors 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 offeror 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 offeror 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 offeror 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, offerors 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 offeror 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 offeror, 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 contractor's 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, High-Pressure Processed, 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

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 offeror from receiving an award. However, the PCO has the final authority and he/she may permit an offeror 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 offeror 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 Offeror 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 DLAD 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 Offeror 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 Offeror 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-3-A-4. 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 Operational Rations Documented QSP Evaluation Workbook I, the regulation/file code of the respective inspection agency, and the particular requirements detailed in the contract.

E-3-B. Thermostabilized Components, High-Pressure Processed Components, Hot-Filled Components, Granolas, and Cheese Spreads

E-3-B-1. For thermostabilized, high-pressure processed, and hot-filled items 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 United States Department of Agriculture, Agricultural Marketing Service, Fruit and Vegetable Division, Processed Products Branch (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.

E-3-B-2. 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, TOTM 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 entree items under USDA/AMS inspection, or if determined to be in the best interest of the government, the TOTM 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-B-3. The following applies to the nutrient content testing for products packaged in accordance with MIL-PRF-44073, entrees, starches and soups, and fruits found in the Performance-based Contract Requirements (PCR), Performan:

xxx

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-4. Quality Assurance Provisions for MIL-PRF-44073, Packaging of Food in Flexible Pouches.

Inspection of finished product lots packaged in accordance with MIL-PRF-44073 shall be in accordance with the inspection requirements cited in Section 4 of MIL-PRF-44073, Section E of the component's applicable requirements documents (i.e. performance-based contract requirements, product contract requirements, packaging requirements and quality assurance provisions) as applicable and as amended by the provision cited in this section.

(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 packing materials)

1. Quality Assurance Criteria. The following quality assurance criteria, utilizing ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection by Attributes, are applicable.

A. Pouch material testing. The pouch material shall be examined for the characteristics listed in table I of MIL-PRF-44073 for Type I. The lot size, sample unit, and inspection level criteria are provided 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.

<u>Characteristic</u>	<u>Lot size expressed in</u>	<u>Sample unit</u>	<u>Inspection level</u>
Oxygen transmission rate	yards	1/2 yard	S-1
Water vapor transmission rate	yards	1/2 yard	S-1
Camouflage	yards	1/2 yard	S-1
Thermal processing	pouches	1 pouch	S-2
Low temperature	pouches	1 pouch	S-2
<u>High temperature</u>	<u>pouches</u>	<u>1 pouch</u>	<u>S-2</u>

B. Filled and sealed pouch testing. The filled and sealed thermoprocessed, high-pressure processed, or hot-fill processed pouches shall be tested for the characteristics listed in table II of MIL-PRF-44073 for Type I. 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.

Filled and sealed pouch tests

<u>Characteristic</u>	<u>Lot size expressed in</u>	<u>Sample unit</u>	<u>Inspection level</u>
Residual gas volume	pouches	1 pouch	S-2
Internal pressure	pouches	1 pouch	S-2 <u>1/</u>
<u>Directional tear</u>	<u>pouches</u>	<u>1 pouch</u>	<u>S-2</u>

1/ When a three-seal tester is used, a separate set of samples is required for testing of the closure seal.

C. Pouch examination. The processed pouches shall be examined for the defects listed in table II of MIL-PRF-44073 for Type I. The lot size shall be expressed in pouches. The sample unit shall be one pouch. The inspection level shall be I and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 0.65 for major A defects, 2.5 for major B defects, and 4.0 for minor defects. Two hundred sample units shall be examined for critical defects. The finding of any critical defect shall be cause for rejection of the lot.

D. Examination of pouch and carton assembly. The completed pouch and carton assemblies shall be examined for the defects listed in table III of MIL-PRF-44073 for Type I. The lot size shall be expressed in units of completed assemblies. The sample unit shall be one pouch and carton assembly. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 0.65 for major defects and 2.5 for minor defects. Fifty sample pouch and carton assemblies shall be examined for critical defects. The finding of any critical defect shall be cause for rejection of the lot.

E-3-B-5. Quality Assurance Provisions for MIL-PRF-44073, Packaging of Food in Flexible Pouches.

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 4.3, "Examination of pouch", of MIL-PRF-44073. 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. 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 severity of 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 effectivity 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-C. Additional Requirements for food items packaged in accordance with MIL-PRF-44073 – Commercial Sterility

Thermally processed, high-pressure processed, and hot-filled pouches shall be free of swelling or microbial activity when tested in accordance with the following commercial sterility test.

Commercial sterility test. Incubate filled, sealed and processed pouches as follows:

Meat, poultry, fish and vegetables: Incubate at 95°F + 5°F for 10 days, unless otherwise specified by the inspection agency. 1/

Fruit: Incubate at 80°F + 5°F for 10 days. 1/

1/ Select a minimum of one pouch from each retort load. Select pouches from different areas within the retort. For a continuous process, an inspection level of S-3 shall be used to establish sample size.

E-3-D. Ration Supplement Flameless Ration Heater (FRH):

(1.) In order to ensure delegation of authority for Government quality assurance support, the following information shall be provided to the Contracting Officer by the contractor after award of the contract and prior to start of production:

Name, address and point of contact of FRH manufacturer

(2.) The following information shall be provided to the contractor by the Contracting Officer at such time as the contractor furnishes the above information:

Name and address of Defense Contract Management Agency (DCMA)

having quality assurance cognizance at the FRH manufacturer's plant.

(3.) DCMA shall provide the quality assurance support for the contract on the behalf of the Government at the FRH manufacturer's plant. The contractor through their FRH manufacturer is responsible for arranging for the quality assurance support by DCMA. Contractor shall perform or have performed all examinations and tests indicated by the applicable specification(s).

(4.) When the FRH is procured as contractor furnished material, FAR Clause 52.246-2, FAR Clause 52.246-11, Higher Level Quality Requirements, Clause 52.246-9001, and Statistical Process Controls are applicable. The plans shall be prepared, submitted, reviewed, evaluated, and verified in accordance with the provisions cited in paragraphs E-3-A, above, except that the appropriate DCAM shall have cognizance for the support of the Government's quality assurance requirements. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. One copy of the FRH manufacturer's Higher Level Quality Systems Plan and SPC plan shall be submitted to DLA Troop Support-FTR and one copy of the plan shall be provided to the DCMA QAR assigned to the FRH manufacturer's plant.

E-3-E. Additional Sanitary Conditions Requirement for Dairy

For dairy component powders and freeze dehydrated dairy products (cocoa beverages, dairy shakes, puddings, flavored coffees, non-dairy creamer, granolas with milk and fruit, ice cream sandwich, etc), all processing and packaging plant(s) and all plants providing dairy ingredients to the dairy processing plant(s) must be listed in the “Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement”, published by the U.S. Army Public Health Command as cited in paragraph (1) of DLAD Clause 52.246-9044 SANITARY CONDITIONS (NOV 2011) as used in this solicitation. 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) of DLAD Clause 52.246-9044 SANITARY CONDITIONS (NOV 2011). The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

E-4. FAR and DLAD Clauses for Ration Component Production Plants and Ration Sub Assembly and Assembly Plants52.246-15 Certificate of Conformance (APR 1984) FAR

(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 Food and Drug Administration (FDA) Compliance – DLA Troop Support Medical and Subsistence (Nov 2011) DLAD

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, 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 contiguous 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.

52.246-9013 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.

52.246-9023 General Inspection Requirements – DLA Troop Support – Subsistence (Nov 2011) DLAD

(a) Inspection.

(1) The Contractor shall employ the services of the United States 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 to 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 will 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 business unit, food services business unit, produce business unit, product services office, 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 (the quantity of which shall be not more than twice that required by the specification) for inspection purposes. Samples not used will 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, Pennsylvania 19111 in accordance with DLA Troop Support clause 52.246-9P20.

(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 Attention: 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.

NOTE: Examinations of unit loads shall be in accordance with DLA Troop Support Form 3057 in lieu of MIL-L-35078.

52.246-9024 Alternative Inspection Requirements for Selected Items – DLA Troop Support - Subsistence (Nov 2011) DLAD

(a) Optional Contractor Testing of Contractor-Furnished Materials.

To expedite shipment, the Contractor has the option to perform, or have performed by an independent laboratory, contractually-required tests of end items or component material not specified by the U.S. Standards of Grade. The inspector for the Government agency having jurisdiction over 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 the Contractor's testing system is determined reliable in accordance with paragraph (c) of this clause. It is the intent of the Government to rely on Contractor test results to the maximum extent practicable 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 the Contractor's testing system is reliable, in accordance with paragraph (c) of this clause, as to each of the required characteristics. If the Contractor's test system is determined to be unreliable, product compliance will be determined based solely on Government test results. In the event the Government detects any irregularities in the Contractor's testing system, the designated Government inspector may withhold approval until Government test results indicate products conform to contract requirements. (For Meal, Ready-to-Eat (MRE) items, if Government laboratory test results show that product is nonconforming, the product shall be withheld from final assembly and subject to return and replacement by the component Contractor, even if previously approved by the Government inspector.)

(c) Reliability Conditions.

(1) To be considered reliable, the Contractor's testing system shall produce results 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. Unless otherwise specified in this contract, the Government inspector will select samples randomly from the first three lots of end items presented for inspection and will conduct verification testing on a skip-lot basis. Skip-lot verification is done by random selection of samples from not less than one lot in six consecutive lots presented for inspection. 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), one lot is randomly selected for inspection. If lot 4 is selected, the next samples will be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 is selected, the next samples will be selected from lots 9, 10, 11, 12, 13, or 14; and so on.)

(2) Contractor's testing system shall be considered unreliable when (i) the Government verification results indicate product nonconformance to contract requirements; and (ii) a significant disparity exists between Government laboratory results and Contractor test results. When a Contractor's testing system is determined to be unreliable, compliance testing will revert to the Government, and all items shall be inspected by the Government prior to shipment.

(3) Contractor's testing system will be considered doubtful when (i) a significant disparity exists between Government laboratory results and Contractor test results; (ii) the Government test results indicate significantly poorer quality than the Contractor's; and (iii) 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. These determinations shall be accomplished by the DLA Troop Support, Directorate of Subsistence, Product Services Office, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5092.

(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 FTRE.

(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. The inspector will forward one completed copy to DLA Troop Support FTRE.

(2) Verification Actions. The Government will 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 by a DD Form 1222, Request for and Results of Tests. The Government laboratory that performs the tests will provide copies of the test results to the Government inspector and to DLA Troop Support FTRE. The Government laboratory will telephone the results to DLA Troop Support HS (215-737-4259) when testing identifies nonconformance. The Government reserves the right to (i) increase the rate or amount of verification testing up to and including full lot-by-lot testing, in the event the Contractor does not furnish reliable test results or certificates; or (ii) obtain additional data when significant disparities exist between the Contractor's results and the results of the Government laboratory testing. 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 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 (the 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 shall be charged the costs of lot-by-lot inspection during the period that its testing system is considered unreliable. These charges will be processed and approved by the Contracting Officer.

(f) Format for Contractor/subcontractor test report.

Name and Address of Contractor:

Name and 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 items 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 representative 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 and one (1) copy to Government inspector, who will forward one (1) copy to DLA Troop Support FTRE; and hard copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

52.246-9025 Reinspection of Nonconforming Supplies – DLA Troop Support - Subsistence (Nov 2011) DLAD

(a) When origin inspection is performed by the U.S. Department of Agriculture (USDA) or U.S. Department of Commerce (USDC) 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 water foods). 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 determined to be 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 – DLA Troop Support - Subsistence (Nov 2011) 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.

52.246-9039 Removal of Government Identification from Non-Accepted Supplies (Nov 2011) DLAD

(a) 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 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

52.246-9044 Sanitary Conditions (Nov 2011) DLAD

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support 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 by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), 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 by the USDA, Agriculture Marketing Service (AMS) 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 by the USDA FSIS 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 by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) 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 by the USDHHS, FDA 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 by the USDHHS, FDA 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, Virginia 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.

NOTE: The following addresses are working addresses for use with 52.246-9044 Sanitary Conditions (Nov 2011) DLAD :

Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) is available at: <http://phc.amedd.army.mil/Pages/default.aspx>.

“Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS,

FDA) is available at:

<http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>

Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published by the USDHHS, FDA is available at:

<http://www.fda.gov/Food/GuidanceRegulation/HACCP/ucm2007982.htm>

Interstate Certified Shellfish Shippers Lists” (ICSSL), is available at:

<http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2006753.htm>

<http://www.usapa.army.mil/> is redirected to:

<http://www.apd.army.mil/>

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 promulgated there under. 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 promulgated there under 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 Government reserves the right to give notice of breach of this warranty at any time within this six-month 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 the Government determines 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 or regulations promulgated there under, 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 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 (Nov 2011) – 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 International Organization for Standardization (ISO) 10012-1 or American National Standards Institute (ANSI)/NCLS Z540-1.

NOTICE: The following Federal Acquisition Regulation clause is incorporated by reference:

52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

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.]

<u>.....Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
<input type="checkbox"/> ... <u>Quality Management Requirements Standard</u>	<u>ANSI/ISO/ASQ Q9001</u>	<u>2008</u>	<u>Note 1/</u>
<input type="checkbox"/>_____	_____	_____	_____

Note 1/ At the election of the contractor, the contractor may select an industry standard equivalent to ANSI/ISO/ASQ Q9001; cite the Title, Number, and Date and Tailoring (if any) and check the appropriate box.

E-5 INSPECTION AND ACCEPTANCE AT ORIGIN (RATION ASSEMBLER)

For Tailored Operational Training Meal Final Assemblies, the following is set forth in full text:

NOTE: Offeror is required to make one or more entries in the following clause:

52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (Nov 2011) - 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: _____

Commercial and Government entity (CAGE) code: _____

Street: _____

City/State/Zip: _____

Applicable to contract line items (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/State/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 Defense Logistics Acquisition Directive (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 J – REFERENCE DOCUMENTS

See Section J Reference Documents contained in Parts I and II of Technical Data Package for Meal, Ready-to-Eat.

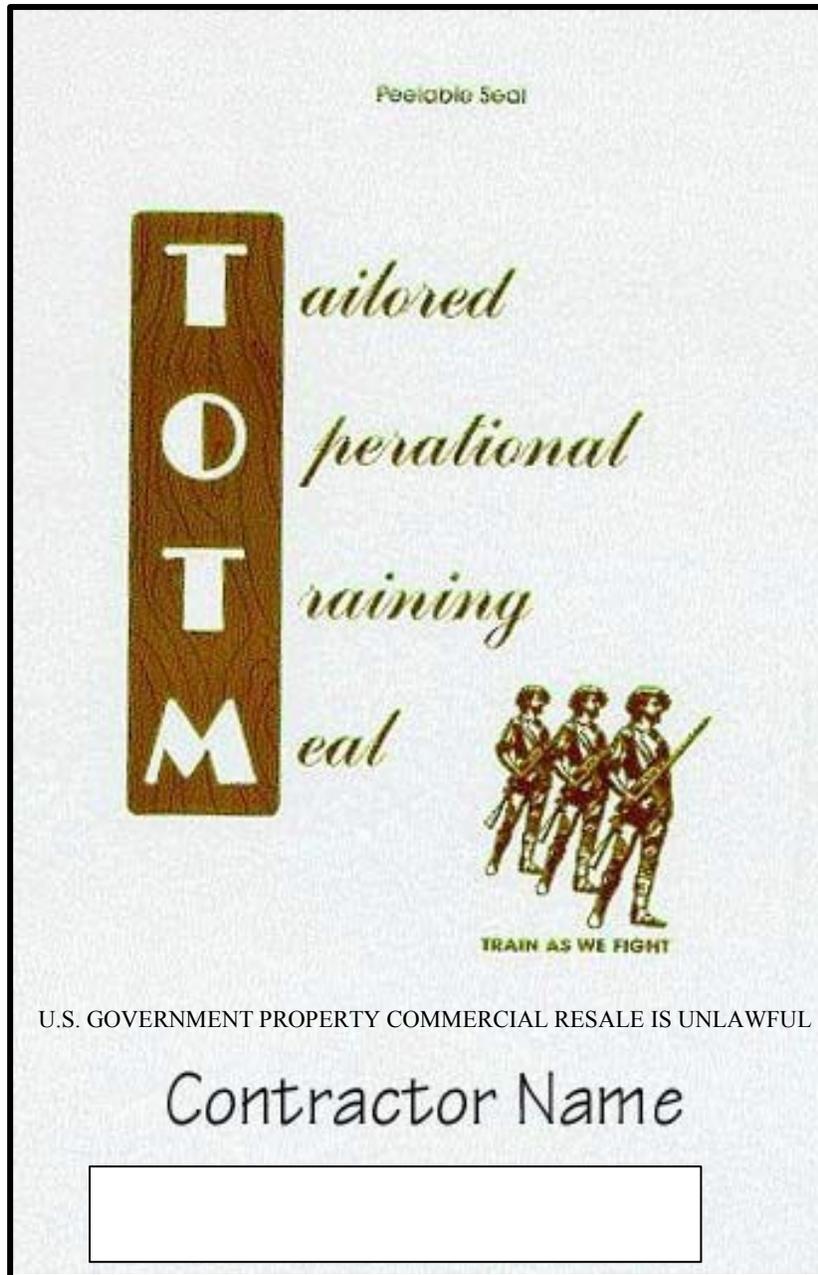


FIGURE 1. Menu bag label for Tailored Operational Training Meal.

SUBCONTRACTING PLAN

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A 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) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES.

IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

IT IS RECOMMENDED THAT THE PLAN BE INCLUDED AS AN ADDENDUM TO THE SOLICITATION AND NOT PART OF SECTION L.

Notes: 1) Vendor Representations for Hub Zone Small Business and Small Disadvantaged Business require SBA certification.

2) The features of the former SBA PRO-Net site are now available only via the Department of Defense (DoD) Central Contractor Registration (CCR). The CCR "Dynamic Small Business" function performs the same searches as PRO-Net, and the "Supplemental Pages" will register/update the associated SBA profile if the firm is a small business.

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN.

SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flow down clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

DESCRIPTION OF EFFORTS: DESCRIBE STEPS TO BE TAKEN TO ENSURE EQUITABLE OPPORTUNITIES

to small, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns.

Flow down Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of \$500,000.

Reports: Requirement to submit periodic reports

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your company to submit.

INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years however separate goals are required for the base year and each option year); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant-wide or division-wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant-wide or division-wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan covers the company's production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

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: A small business concern that is located in an "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 DoD Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business Search."

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): 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.

Application for SDB certification can be obtained at www.sba.gov/sdb. SDB certification will appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business Search."

WOMAN-OWNED SMALL BUSINESS CONCERN: 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.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN

(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

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.

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.

SUBCONTRACTING PLAN

Date: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION #: _____

END ITEM/SERVICE _____

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

2. Commercial Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

3. _____ Individual Contract Plan Total Contract Dollar Value _____

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM: _____ TO: _____
(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: \$ _____

In accordance with FAR Clause 52.219-9 – The offeror's subcontracting plan shall include, at a minimum, 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, HUB Zone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.

2. The suggested format for percentage and dollar goals follows:

	<u>DOLLARS</u>	<u>PERCENT</u>
TOTAL TO BE SUBCONTRACTED	\$ _____	_____ %
A. To Large Business	\$ _____	_____ %*
B. To Small Business	\$ _____	_____ %*
1. To Veteran-Owned Small Business**	\$ _____	_____ %*
2. To Service-Disabled Veteran-Owned Small Business**	\$ _____	_____ %*
3. To HUB Zone Small Business**	\$ _____	_____ %*
4. To Small Disadvantaged Business**	\$ _____	_____ %*
5. To Women-Owned Small Business**	\$ _____	_____ %*

* Divided into Total to be Subcontracted

**Subset of B

3. **A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.** (Note: Identify all supplies and services to be subcontracted. Further identify which of those supplies and services will be provided by (a) small business(SB), (b) veteran-owned small business(VOSB), (c) service-disabled veteran-owned small business(SDVOSB); (d) HUB Zone small business(HBZSB), (e) small disadvantaged business(SDB)and (f) and women owned small business(WOSB).
4. **A description of the method** used to develop the subcontracting goals in item 2 above.
5. **A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SBA PRO-Net information accessed at the DoD Central Contractor Registration www.ccr.gov “Dynamic Small Business Search”, 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, HUB Zone small business, small disadvantaged business and women-owned small business concern trade associations).** Information referenced in the supplemental pages to the CCR’s “Dynamic Small Business Search” can be relied upon as an accurate representation of a concern’s size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business source list. Use of the CCR “Dynamic Small Business Search” as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicize 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 small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and 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, HUB Zone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts.** (This element shall include, but shall not be limited to, the following:)

In order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

- a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for 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, HUB Zone small business, small disadvantaged 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.
- b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns in all “make or buy” decisions.

- c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned business concerns.
- d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUB Zone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.
9. Assurances that the offeror (I) will include the clause in this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
10. Assurances that the offeror will (I) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontractors agree to submit Standard Forms 294 and 295.
11. Recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged 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):
- a. Source lists (i.e., CCR “Dynamic Small Business Search), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.
 - b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.
 - c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B) Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUB Zone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) 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, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, or women-owned small business concern.
 - d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUB Zone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.

- e. 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.
- f. 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 company or division-wide annual commercial plans need not comply with this requirement.

g. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- a. Establish a subcontracting goal of 5% for small disadvantaged businesses.
- b. Identify efforts to provide technical assistance to SDB's.
- c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

SIGNATURE: _____
(EXECUTIVE OF COMPANY *)

TYPED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

PLAN ACCEPTED BY: _____ DATE: _____
(CONTRACTING OFFICER)

AGENCY: _____

* THE INDIVIDUAL SIGNING THE PLAN SHOULD BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT \$_____

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE. _____

Revised: 11/04