

SOLICITATION, OFFER AND AWARD 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) RATING PAGE 1 OF 130 PAGES

2. CONTRACT No. 3. SOLICITATION No. SPE3S1-17-R-0007 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 2017 JUN 27 6. REQUISITION/PURCHASE No. 1000054852

7. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA CODE SPE3S1 8. ADDRESS OFFER TO See Continuation Sheet

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Business Opportunities Office, Bldg 36-2-S until 3:00PM local time 2017-Aug-11 (Hour) (Date)

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

10. FOR INFORMATION CALL: A. NAME Matthew Conroy DMC0025 B. PHONE/FAX (NO COLLECT CALLS) Phone: DSN-444-2183 C. EMAIL ADDRESS Matthew.Conroy@dla.mil

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) 10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): AMENDMENT NO. DATE AMENDMENT NO. DATE

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE 17. SIGNATURE 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than item 7) CODE 25. PAYMENT WILL BE MADE BY CODE 26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 28. AWARD DATE

SECTION A - SOLICITATION/CONTRACT FORM**TECHNICAL REQUIREMENTS**

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT: <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

SOLICITATION AND OFFER - FORM SF33**(CONTINUATION SHEET)****SECTION A****A-1**

Note: All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103, and except on the closing date of this solicitation, in which case delivery must be made by the time set for receipt of offers as stated in block 8 of the Standard Form 33. Offerors using a commercial carrier service must ensure that the carrier service "hand carries" the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled closing time above. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 33 .

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.

Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secured military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee of the Bid Room. The following are telephone numbers for the Bid Room: (215) 737-8511, (215) 737-9044, (215) 737-7354, (215) 737-0317, or (215) 737-8566. It is the offeror's responsibility to ensure that the 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 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.

Facsimile offers are acceptable forms of transmission of initial proposals or revisions to initial proposals. The fax number for the Bid Room is 215-737-9300.

CONTINUED ON NEXT PAGE

E-mail offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, e-mail may be used during discussions/negotiations, if discussions/negotiations are held, and for proposal revision(s), including Final Proposal revision(s).

Matthew Conroy (matthew.conroy@dla.mil) or James Lecollier (James.Lecollier@dla.mil) may receive the e-mailed proposal revisions. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, if applicable, will be designated in that request. Submission of proposals and any revisions are subject to the terms of FAR 15.208.

Note: Submission of proposals through the upload capability in DIBBs is prohibited.

Note: The Government intends to evaluate offers and make award(s) without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

Note: In accordance with DLAD Clause 52.215-9023, Reverse Auction, the Government may utilize Reverse Auction as a pricing technique under this solicitation.

Note: Included in Section I are the full text versions of the Cyber Incidents clauses, DFARS 252.204-7008, and 252.204-7012.

A-2

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS

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

CONTINUED ON NEXT PAGE

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

******NOTE: IF AN OFFEROR HAS A CURRENTLY ACCEPTABLE PRODUCT DEMONSTRATION MODEL FOR ANY OF THE COMPONENTS LISTED IN SECTION B-7, THE OFFEROR IS NOT REQUIRED TO SUBMIT A "PDM" FOR THAT COMPONENT. THE PRODUCT DEMONSTRATION MODEL MUST HAVE AN ACCEPTABLE STATUS BY THE SOLICITATION CLOSING DATE.**

(See Section L-3 for additional information)

****NOTE: OFFERORS THAT HOLD ANY ACCEPTABLE PLAN(S) MAY NOT BE REQUIRED TO SUBMIT DOCUMENTS FOR THAT PLAN. THE OFFEROR MUST PROVIDE REFERENCE TO THE CONTRACT THAT THE PLANS WERE FOUND ACCEPTABLE WITH ITS CORRESPONDING DATE. DLA TROOP SUPPORT WILL DECIDE WHETHER OR NOT THE REFERENCED PLANS CAN BE ACCEPTED FOR THIS CONTRACT.**

****NOTE: THE ABOVE NOTE DOES NOT APPLY TO THE SURGE & SUSTAINMENT PLAN. AN S&S PLAN MUST BE SUBMITTED FOR THE FIRST STRIKE RATION. REFER TO SECTION I-4 FOR SURGE REQUIREMENTS CHART.**

(Refer to Section L-6)

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

B-1 SUPPLIES

Line Description/NSN

First Strike Ration (FSR), Assembly
9 menus, 9 meals/case
ACR-F-09 18 April 17
NSN: 8970-01-584-8759

Estimated Requirements

Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
50,146 cs	50,146 cs	50,146 cs	50,146 cs	50,146 cs

Delivery Schedule

Indefinite number of delivery orders, delivery to depot.
Required Delivery Date is 135 Days ADO.

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IQC Quantities

The IQC minimum and IQC maximum quantities are as follows:

Minimum: 15,000 cs (1 Tier)

Estimated: 50,146 cs (1 Tier)

Maximum: 375,000 cs (All Tiers)

Set-Aside Status

Unrestricted

NAICS

311422

SB EMPLOYEE #

1,250

B-2 General Information

The effective period of the contract for the first tier will be from effective date of award through 365 days. The contract contains five, one-year tiers.

The quantity above in B-1 (B) represents the estimated quantity. The supplies in paragraph B-1 (D) above represent the minimum and maximum quantities to be purchased.

A plan to address the Surge and Sustainment requirements is required for this solicitation. Offerors are required to provide the Surge and Sustainment Plan according to the chart in Section I, Surge and Sustainment.

B-3 Indefinite Quantity Contract:

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

B-4 Tier Pricing

Offerors are requested to submit offers in all five tiers. **Offerors may submit their offered prices within Section L of the solicitation or using their own similar format.** Failure to indicate an offer on any tier shall be deemed non-acceptance of the tier and could result in rejection of the offeror's entire proposal. Offerors may offer unit prices that differ per Tier.

B-5 Product Demonstration Models (PDMs):

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Acceptable PDMs, also referred to as approved PDMs, will be used as production standards by both the Contractor and the Government. The production lots/product-codes used as the production standards by both the Contractor and the Government shall be identical. The approval of any PDM will not constitute a 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 unless specifically stated by the Contracting Officer. The Contractor shall be responsible for the shipment of PDM samples to Natick, to DLA Troop Support, and as required, to Government Quality Assurance Representatives (GQAR).

As required by this solicitation/contract, for each component item requiring a PDM, each Contractor shall possess said Contractor's own set of approved PDMs and shall be responsible for the retention and distribution of said PDMs to Government entities.

Initial PDM:

PDMs must be submitted prior to the close of the solicitation and found to meet the standards as referenced elsewhere in the solicitation. **If a PDM for the same item has been approved for another contract within a period of a year, a PDM for that item may not need to be submitted for this contract.** Refer to Sections L and M for submission and evaluation instructions for PDMs.

New PDM:

During the course of contract performance, new items may be introduced for delivery during the next delivery period. PDMs are required for all new food items and shall be submitted 45 days prior to end of the current delivery period and the start of the delivery period in which the new items will be incorporated into the FSR. If approved product technical requirements documents for new food items are not available to meet this requirement, PDMs shall be submitted within 30 days from the date the requirements document is published. Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may result in rejection of the offer. Offerors shall also warrant that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. Product from any resultant contract that does not conform to all requirements shall not be accepted by the Government.

Replacement PDM:

Changes in production methodology or packaging, such as implementation of new technology, may result in a product with one or more observable characteristics differing from the production standard.

If it is determined by the contractor that any change in a product characteristic, other than changes to shape or dimension compatible with performance requirements, results in a product that is no longer comparable to the production standard, the contractor shall submit a replacement. If it is determined that any

changes to shape or dimension impact on the ability to compare the new product to the production standard in terms of the performance requirements designated for appearance, odor, flavor, and texture, the contractor shall submit a replacement. The contractor shall submit a replacement if determined necessary by the Government. Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may result in rejection of the offer. Offerors shall also warrant that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. Product from any resultant contract that does not conform to all requirements shall not be accepted by the Government.

Upon approval by DLA Troop Support, the Replacement PDM will become the product standard.

Replenishment PDM:

Every 12 months, or as needed, for finished-product components inspected by the Government at origin, the Government Quality Assurance Representative (GQAR) shall replenish the Government's supply of PDM's at origin with 70 samples randomly selected from a lot inspected and accepted by the Government for all contractual requirements. In addition, the GQAR shall randomly select from the lot 32 replenishment samples for Natick and 4 replenishment samples for DLA Troop Support.

Upon approval by DLA Troop Support, the Replenishment PDM will become the product standard.

Submission Process for New, Replacement, and Replenishment PDMs:

A total of 106 PDMs of each item shall be submitted as follows:

A total of 32 PDMs of each item shall be sent to:

DEPARTMENT OF THE ARMY
RDNS-SEC-EMR (Jill Bates)
NATICK SOLDIER SYSTEMS CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760

Note: The end or side of the Case should have a sticker, or be printed on the Case, with the following information:

Product Demonstration Model
Contract Number
Product Identity
Lot#
Company Name and Address
Point of Contact Name and Phone Number

CONTINUED ON NEXT PAGE

Inside the Case, along with the 32 PDMs, should be the required paperwork fully identifying the item; the lot number; the contractor; the subcontractor (i.e., supplier of CFM accessory-pack food items and bulk-packed food items¹); the contract number; the type of ration; the type of PDM (New, Replenishment, or Replacement); the current PDM lot number; USDA certification as applicable; analytical and microbiological test results performed by contractor and/or Government; any other information to assist in identifying the product and conducting the evaluation. Analytical and microbiological test results, wherever required, must be submitted with PDMs.

For items requiring Government origin inspection:

a. The contractor shall submit a total of 70 New or Replacement PDMs to the cognizant in-plant Government inspector (GQAR) for Government use. 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 PDMs and identifying the PDMs as from the same production lot as those submitted to Natick. The offeror shall submit this statement(s) along with four PDMs to DLA Troop Support (c/o the applicable Contract Specialist). These four PDMs must come from the same product-code as those submitted to Natick and to the USDA Government inspector.

b. The GQAR shall collect a total of 70 Replenishment PDMs for Government use. The offeror shall submit four PDMs to DLA Troop Support (c/o the applicable Contract Specialist). These 4 PDMs must come from the same product-code as those submitted to Natick and collected by the GQAR.

Contractors may possess their own sets of approved PDMs that were derived from identical finished-component production lots and/or identical bulk-component production lots; to be referred to as in-common product-code PDMs. The submitting Contractor will send written notification of in-common product-code submissions, endorsed by each participating Contractor, to DLA Troop Support for approval by the Contracting Officer. DLA Troop Support shall notify Natick as to which contractors are submitting what in-common product-codes. Once notified of Contracting Officer approval, the submitting Contractor shall include in its submission package the identity of the Contractors for whom the submission pertains. The submitting Contractor shall also be responsible for the distribution and shipment of any in-common product-code PDM samples to Natick, to DLA Troop Support, and, for items requiring Government origin inspection, to on-site and off-site GQARs. The GQAR at each participating Contractor shall receive their required 70 PDM samples.

¹Bulk-packed means packing prior to finished-product packaging.

Evaluation Process for New, Replacement, and Replenishment PDMs:

A Natick PDM evaluation panel shall evaluate New and Replacement PDMs for compliance with product specifications and for compliance with the sensory characteristics designated and defined in the product's technical documents. These sensory characteristics, namely appearance, odor, flavor, and texture (or combination thereof where dictated by the product's technical documents), shall represent distinct sensory characteristic categories and shall be evaluated by category by panelist. Each panelist shall assign to each sensory characteristic category a quality rating by using a 9-point quality scale, where 9 is the highest rating and 1 the lowest rating. The mean value of the panelist's ratings for each sensory characteristic category shall be determined.

CONTINUED ON NEXT PAGE

Natick shall assign an overall quality scale rating to each New and Replacement PDM that it evaluates. The overall rating shall be equal to the mean score of the lowest-rated sensory characteristic category. For each New PDM, an overall quality rating of 6.00 through 9.00 shall indicate an acceptable rating and an overall quality rating of 1.00 through 5.99 shall indicate an unacceptable rating. For each Replacement PDM, an overall quality rating of 6.00 through 9.00 shall indicate an acceptable rating and an overall quality rating of 1.00 through 5.99 shall indicate an unacceptable rating. In addition, for a Replacement PDM to be found “acceptable”, its overall quality rating shall be equal to or higher than the original overall quality scale assigned to the Initial, New, or Replacement PDM representing the item to be replaced. A lower overall quality rating shall indicate an unacceptable Replacement rating.

Natick shall evaluate Replenishment PDMs for appearance, odor, flavor and texture; and the evaluation must determine the Replenishment PDM to be equal to or better than the existing product standard for all characteristics in order to be rated as “Acceptable”.

The results of Natick’s PDM evaluations shall be reported to DLA Troop Support as “Acceptable” or “Unacceptable”. An “Acceptable” PDM-rating shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

B-7 Component Items

Each menu is comprised of both Contractor furnished Material (CFM) and Rations National Contract Material (RNC). The offeror must provide the CFM items and the Government will provide the RNC contract in which the Contractor will buy the items from.

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

CFM Item

- Bagel
- Baked Snack Cracker, Hot and Spicy Cheese
- Beef Snack, Strips, BBQ
- Beef Snack, Strips, Teriyaki
- Beef Snack, Sticks, Teriyaki
- Beverage Base, Type II, Lemon-Lime
- Beverage Base, Type II, Grape
- Beverage Base, Type II, Fruit Punch
- Beverage Base, Type II, Lemonade
- Beverage Base, Type II, Tropical Punch
- Beverage Base, Type II, Orange
- Caffeinated Chocolate Pudding
- Candy, Caffeinated Mints, Peppermint
- Chewing Gum, Xylitol, Peppermint
- Chewing Gum, Xylitol, Cinnamon
- Chicken, BBQ
- Chicken, Garlic Herb

CONTINUED ON NEXT PAGE

Chicken Chunks
Chocolate Protein Shake
Coffee
Crackers, Plain
Dairy Shake, Strawberry Banana
Dairy Shake, Vanilla
Dessert Bar, Mocha
Dessert Bar, Chocolate Banana Nut
Dessert Bar, Peanut Butter
Energy Gel, Mixed Berry
Filled Apple Turnover
Filled Blueberry Turnover
Filled Cinnamon Bun
Filled French Toast
Filled Snack Cracker, Cheddar
Filled Snack Pretzel, Cheddar
Filled Wrap, BBQ Pork
Filled Wrap, Mexican Beef
FIRST STRIKE BAR® Bar, Mini, Apple-Cinnamon
FIRST STRIKE BAR® Bar, Mini, Chocolate
FIRST STRIKE BAR® Bar, Mini, Cran-Raspberry
FIRST STRIKE BAR® Bar, Mini, Mocha
Fruit, Applesauce Cinnamon
Fruit, Dried Cranberries
Fruit, Raisins
Gum, Caffeinated Peppermint
Gum, Caffeinated Cinnamon
Hand and Body Wipes
Hot Sauce, Extra Hot
Hot Sauce, Buffalo Style
Matches
Nut Fruit Mix, Type II
Nuts, Almonds, Smoked
Re-Closeable Plastic Bag
Salt
Sandwich, BBQ Chicken
Sandwich, Beef Nacho
Sandwich, Honey BQQ Beef
Sandwich, Breakfast Bacon Cheddar
Sandwich, Pepperoni
Sandwich, Italian Style
Snack Bread, Italian, Single
Snack Bread, Multigrain, Single
Snack, Corn Kernels, Plain
Snack, Corn Kernels, BBQ
Snack, Pretzels, Sticks

CONTINUED ON NEXT PAGE

Spoon (Ability One Mandatory Item)
Spread, Cheddar Potato Bacon
Sugar
Toaster Pastry, Brown Sugar Cinnamon, Whole Wheat
Toaster Pastry, Frosted Chocolate Chip, With Swirled or Drizzled Icing
Toilet Tissue (Ability One Mandatory Item)
Trail Mix, Recovery
Tuna, Albacore
Tuna, Sweet and Spicy
Tuna, Lemon Pepper
Turkey Snack, Smoked

The following items shall be supplies as Rations National Contract items (RNC):

BBQ Sauce
Beverage Base, Type III, Lemonade
Beverage Base, Type III, Raspberry
Beverage Base, Type III, Cranberry-Grape
Cake, Lemon Poppy Pound
Cheese Spread, Jalapeno
Cheese Spread, Plain
Creamer, Non-Dairy
Fruit, Applesauce
Mayonnaise, Fat Free
Peanut Butter, Smooth
Tortillas
Tortilla, Chipotle

(Further description and detail on the above items can be found in Section C or the separate attachment, ACR-F-09 18 April 17).

B-8 New Items

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

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

Technical Data For FSR Assembly And For Contractor Furnished Material (CFM) Components

CONTINUED ON NEXT PAGE

Technical Data for First Strike Ration[®] (FSR) Assembly and for Contractor Furnished Material (CFM) components specifications and related Technical Documents Related to this solicitation/contract can be found at:

<http://www.dla.mil/TroopSupport/Subsistence/Operational-rations/frozen/>

The applicable component item descriptions for this solicitation/contract are listed in SPE3S1-17-R-0007, SECTION C-2 DESCRIPTION/SPECIFICATION, CONTRACTOR FURNISHED MATERIAL (CFM) COMPONENTS until such time as changed by future amendment/modification. The specifications listed in Tables I & II of the ACR-F-09 are for reference to the base documents only, not to the applicable version and revision for the referenced specification that is operative.

Note: The abbreviation "PKG&QAP" below in the Item Descriptions denotes the associated Packaging Requirements and Quality Assurance Provisions for that specific Commercial Item Description (CID).

DESCRIPTION/SPECIFICATION (ASSEMBLED MRE)

FIRST STRIKE RATION[®] (FSR), 9 meals/menus per shipping case, ACR-F-09, NSN: 8970-00-584-8759

DESCRIPTION/SPECIFICATION CONTRACTOR FURNISHED MATERIAL (CFM)

COMPONENTS)

ENTREES

CHICKEN BREAST FILLET, GARLIC AND HERB; 4 oz flex pg, CID A-A-20361, PKG&QAP, Type I, Package J, 8905-01-582-6649

CHICKEN BREAST FILLET, BARBECUE SAUCE; 4 oz flex pg, CID A-A-20361, Type II, Package J 8905-01-582-6663

CHICKEN CHUNKS, WHITE, COOKED; 7 oz (198 gm) flex pg, CID A-A-20352, PKG&QAP, Type VI, Package J, 8905-01-545-6636

FILLED FRENCH TOAST; 3.5 oz (99 gm) flex pg, MIL-DTL-32221B, PKG&QAP, Type I, 8920-01-545-1811

CINNAMON BUN; 3.5 oz (99 gm) flex pg, MIL-DTL-32221, PKG&QAP, Type II, 8920-01-578-9089

APPLE TURNOVER; 3.1 oz (88 gm) flex pg, MIL-DTL-32221, PKG&QAP, Type III, 8920-01-579-7973

BLUEBERRY TURNOVER; 3.1 oz (88 gm) flex pg, MIL-DTL-32221, PKG&QAP, Type IV, 8920-01-582-6656

FILLED WRAP, BARBECUED SEASONED PORK; 4.4 oz (125 gm) flex pg, MIL-DTL-32347, PKG&QAP, Type I, 8940-01-586-7161

FILLED WRAP, MEXICAN STYLE BEEF; 4.4 oz (125 gm) flex pg, MIL-DTL-32347, PKG&QAP, Type II, 8940-01-586-7165

SANDWICH, BREAKFAST, BACON CHEDDAR; 3.1 oz (88 gm) flex pg, MIL-DTL-32223, PKG&QAP, 8940-01-545-1810

SANDWICH, SHELF STABLE, NACHO FLAVORED BEEF; 2.5 oz (70.8 gm) flex pg, MIL-DTL-32141, PKG & QAP, Type I, 8940-01-545-1795

SANDWICH, SHELF STABLE, PEPPERONI; 2.5 oz (70.8 gm) flex pg, MIL-DTL-32141, PKG&QAP, Type II, 8940-01-545-1796

SANDWICH, SHELF STABLE, HONEY BARBECUE CHICKEN; 3.5 oz (99.3 gm) flex pg, MIL-DTL-32141, PKG&QAP, Type III, 8940-01-545-1806

SANDWICH, SHELF STABLE, HONEY BARBECUE BEEF; 3.5 oz (99.3 gm) flex pg, MIL-DTL-32141, PKG&QAP, Type IV, 8940-01-545-1808

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SANDWICH, SHELF STABLE, ITALIAN STYLE; 3.5 oz (99.3 gm) flex pg, MIL-DTL-32141, PKG&QAP, Type V, 8940-01-545-1809

TUNA, CHUNK, LIGHT, WATER, LEMON PEPPER; 4.5 oz (128 gm) flex pg, CID A-A-20155, PKG&QAP, Type B, Form I, Color a, Packing media 1, Flavor 1, Salt/Sodium Level (a), Package J, 8905-01-579-8004

TUNA, CHUNK, LIGHT, WATER, SWEET AND SPICY; 4.5 oz (128 gm) flex pg, CID A-A-20155, PKG&QAP, Type B, Form I, Color a, Packing media 1, Flavor 3, Sodium level (a), Package J, 8905-01-582-6628

TUNA, SOLID, WHITE (ALBACORE), WATER; 3 oz (85 gm) flex pg, CID A-A-20155, PKG&QAP, Type B, Form II, Color b, Packing media 1, Unflavored, Salt/Sodium Level (a), Package J, 8905-01-527-8365

STARCHES AND SOUPS

BAGEL, PLAIN; 2 oz (56.7 gm) flex pg, MIL-DTL-32219, PKG&QAP, Type 1, 8920-01-545-1813

CRACKERS, FORTIFIED, PLAIN; 1.33 oz (37.8 gm) flex and vac pg, PCR-C-037, Type I, 8920-00-149-0795

ITALIAN BREAD STICKS, SINGLE PACK; 2 oz flex pg, PCR-S-009, Type IV, Style A, 8920-01-579-8024

MULTIGRAIN SNACK BREAD, SINGLE PACK; 2 oz flex pg, PCR-S-009, Type V, Style A, 8920-01-588-9007

SPREAD SOUP MIX, CHEDDAR POTATO WITH ARTIFICIAL BACON BITS; 1.5 oz (42.5 gm) flex pg, PCR-S-023, Type II, 8950-01-585-5534

FRUITS

CRANBERRIES, OSMOTICALLY DRIED, SLICED; 57gm (2 oz) flex pg, CID A-A-20299, PKG&QAP, Type VII, Style B, Flavor 1, Fort a, Class (1), 8915-01-514-9298

RAISINS, OSMOTICALLY DRIED; 43 gm (1.5 oz) flex pg, CID A-A-20299, PKG&QAP, Type IX, Variety A, Fort a, Class (1), 8915-01-525-3543

APPLESAUCE, CARBOHYDRATE ENHANCED, SWEETENED, REGULAR STYLE; 4.5 oz (128 gm) flex pg, PCR-F-002, Type VII, Style 2 or 3 Spout Pouch, 8915-01-552-3926

APPLESAUCE, CARBOHYDRATE ENHANCED, SWEETENED, REGULAR STYLE, CINNAMON; 4.5 oz (128 gm) flex pg, PCR-F-002, Type IX, Style 2 or 3 Spout Pouch, 8915-01-583-3201

DESSERTS AND SNACKS

CAFFEINATED CHOCOLATE PUDDING, TRANS-FAT FREE; 4.5 oz (128 gm) flex pg, PCR-C-081, Style 2 or 3 Spout Pouch, 8940-01-583-3833

CANDY, CAFFEINATED MINTS, ROUND TABLETS, SUGAR FREE, PEPPERMINT; 9 gm (0.31 oz)- five tablets or 11 gm (0.38 oz)- six tablets flex pg, CID A-A-20177, PKG&QAP, Type XII, Style B, Flavor 1, 8925-01-578-5253

DESSERT BAR, MOCHA; 1.4 oz (40 gm) flex pg, PCR-D-004, Flavor I, 8940-01-545-1786

DESSERT BAR, PEANUT BUTTER; 1.4 oz (40 gm) flex pg, PCR-D-004, Flavor II, 8940-01-545-1787

DESSERT BAR, CHOCOLATE BANANA NUT; 1.4 oz (40 gm) flex pg; PCR-D-004, Flavor III, 8940-01-545-1789

ENERGY GEL, MIXED BERRY; 2.1 oz (60 gm) flex pg, PCR-E-018, Flavor I, 8940-01-585-2043

FIRST STRIKE BAR, CHOCOLATE, MINI; 1.2 oz (35 gm) flex pg, PCR-F-001, Flavor I, Style B, 8940-01-551-5999

FIRST STRIKE BAR, APPLE CINNAMON, MINI; 1.2 oz (35 gm) flex pg, PCR-F-001, Flavor II, Style B, 8940-01-551-5991

FIRST STRIKE BAR, CRAN-RASPBERRY, MINI; 1.2 oz (35 gm) flex pg, PCR-F-001, Flavor III, Style B, 8940-01-551-6005

FIRST STRIKE BAR, MOCHA, MINI; 1.2 oz (35 gm) flex pg, PCR-F-001, Flavor V, Style B, 8940-01-551-6021

BEEF SNACKS, STRIPS, MOIST CURED/KIPPERED, CHOPPED AND FORMED, TERIYAKI; 51 gm flex pg, CID A-A-20298, PKG & QAP, Variety A, Type II, Style a, Class 1, Flavor b, Package J; 8940-01-545-1761

BEEF SNACKS, STRIPS, MOIST CURED/KIPPERED, CHOPPED AND FORMED, BARBECUE; 51 gm flex pg, CID A-A-20298, PKG & QAP, Variety A, Type II, Style a, Class 1, Flavor c, Package J; 8940-01-545-1765

BEEF SNACKS, STICKS, FERMENTED, CHOPPED AND FORMED, TERIYAKI; 27 gm flex pg, A-A-20298, PKG&QAP, Variety A, Type IV, Style a, Class 2, Flavor (b), Package J, 8940-01-650-9581

TURKEY SNACKS, MOIST CURED/LACTATE, NATURAL STYLE, NUGGETS, SMOKED; min 43 gm flex pg, CID A-A-20298, PKG&QAP, Variety B, Type III, Style b, Class 4, Flavor (a), Package J, 8940-01-578-8901

NUTS AND RAISINS WITH PAN COATED CHOCOLATE DISKS; 2.3 oz (66 gm) flex pg, PCR-N-003, Type II, 8940-01-523-0786

ALMONDS, UNBLANCHED, SMOKE FLAVORED; 19 gm flex pg, CID A-A-20164, PKG&QAP, Type IX, Style C, 8925-01-525-3597

PRETZEL, STICKS; 28 gm flex pg, CID A-A-20195, PKG&QAP, Type II, Style C, Flavor 1, 8940-01-426-2499

PRETZELS, CHEESE FILLED, CHEDDAR; 51 gm flex pg, CID A-A-20195, PKG&QAP, Type II, Style F, Flavor 1, 8940-01-479-1850

SNACK CRACKERS, BAKED, HOT & SPICY CHEESE; 47 gm flex pg, CID A-A-20195, PKG&QAP, Type V, Flavor 2, 8940-01-556-9440

CORN KERNELS, PLAIN; 57 gm flex pg, CID A-A-20195, PKG&QAP, Type VI, Flavor 1, 8940-01-578-8895

CORN KERNELS, BARBECUE; 57 gm flex pg, A-A-20195, PKG&QAP, Type VI, Flavor 2, 8940-01-621-5507

CRACKERS, CHEESE FILLED, CHEDDAR; 48 gm flex pg, CID A-A-20195, PKG&QAP, Type VII, Flavor 1, 8920-01-568-5158

TOASTER PASTRY, BROWN SUGAR CINNAMON, FROSTED; 45 gm ind serv flex pg, CID A-A-20211, PKG&QAP, Type I, Fort b, Shape i, Grain Comp (1), Serv (a), Style B, Flavor 3, Frosting Option (B), 8920-01-583-3244

TOASTER PASTRY, CHOCOLATE CHIP, FROSTED; 45 gm ind serv flex pg, CID A-A-20211, PKG&QAP, Type I, Fort b, Shape i, Grain Comp (1), Serv (a), Style B, Flavor 12, Frosting Option (C), 8920-01-553-3111

TRAIL MIX, RECOVERY; 2.2 oz (62 gm) flex pg, PCR-T-014, 8940-01-650-9558

BEVERAGES

BEVERAGE POWDER, CARBOHYDRATE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, FRUIT PUNCH; 47 gm flex pg, PCR-B-055, Formulation b, Flavor 1, Design B 8960-01-583-3835

BEVERAGE POWDER, CARBOHYDRATE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, GRAPE; 47 gm flex pg, PCR-B-055, Formulation b, Flavor 2, Design B, 8960-01-545-9643

BEVERAGE POWDER, CARBOHYDRATE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, LEMON-LIME; 47 gm flex pg, PCR-B-055, Formulation b, Flavor 3, Design B, 8960-01-545-9639

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BEVERAGE POWDER, CARBOHYDRATE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, ORANGE; 47 gm flex pg, PCR-B-055, Formulation b, Flavor 4, Design B, 8960-01-545-9635

BEVERAGE POWDER, CARBOHYDRATE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, TROPICAL PUNCH; 47 gm flex pg, PCR-B-055, Formulation b, Flavor 5, Design B, 8960-01-545-9646

BEVERAGE POWDER, CARBOHYDRATE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, LEMONADE; 47 gm flex pg, PCR-B-055, Formulation b, Flavor 6, Design B, 8960-01-583-3838

CHOCOLATE PROTEIN DRINK POWDER; 2.5 oz (70 gm) flex pg, PCR-C-082, 8960-01-582-6624

DAIRYSHAKE POWDER, FORTIFIED WITH CALCIUM AND VITAMIN D, TRANS-FAT FREE, VANILLA; 2.5 oz (70 gm) flex pg, PCR-D-002, Type II, Flavor I, Design B, 8910-01-589-8135

DAIRYSHAKE POWDER, FORTIFIED WITH CALCIUM AND VITAMIN D, TRANS-FAT FREE, STRAWBERRY BANANA; 2.5 oz (70 gm) flex pg, Type II, Flavor IV, Design B, 8910-01-589-7759

OTHER ITEMS

CHEWING GUM, TABLET OR DISK, WITH CAFFEINE, REGULAR, CINNAMON; 5 pcs/ fin-seal flex pg, 8925-01-530-1219

CID A-A-20175, PKG&QAP, Type VII, Size B, Style (2), Class 1, Flavor c

CID A-A-20175, PKG&, QAP, Type I, Size C, Style (2), Class 1, Flavor c

CHEWING GUM, TABLET OR DISK, WITH CAFFEINE, REGULAR PEPPERMINT; 5 pcs/fin-seal flex pg, 8925-01-646-6184

CID A-A-20175, PKG&QAP, Type VII, Size B, Style (2), Class 1, Flavor a

2. CID A-A-20175, PKG&QAP, Type I, Size C, Style (2), Class 1, Flavor a

HOT SAUCE, EXTRA HOT, 4X; 1/8 fl oz flex pg, CID A-A-20097, PKG&QAP, Type II, 8950-01-578-9037

HOT SAUCE, BUFFALO STYLE; 1.5 fl oz flex pg, CID A-A 20097, PKG&QAP, Type IX, 8950-01-631-1073

SPOON, PICNIC PLASTIC, HIGH IMPACT; 7 in; CID A-A-3109, PKG&QAP, Type IV, Item 13, 7340-01-508-2742

BAG, PLASTIC, FOOD STORAGE, RECLOSEABLE, BEIGE, OPAQUE, LDPE, W/DOUBLE TRACK ZIPPER; 0.003 in thick, min 10 W X 12 IN. L, 8970-01-545-6838

ACCESSORY COMPONENTS

CHEWING GUM, TABLET, SUGAR-FREE, PEPPERMINT; 2 per pg, CID A-A-20175, PKG&QAP, Type 1, Size B, Style (1), Class 3, Flavor a, 8925-01-523-4997

CHEWING GUM, TABLET, SUGAR-FREE, CINNAMON; 2 per pg, CID A-A-20175, PKG&QAP, Type I, Size B, Style (1), Class 3, Flavor c, 8925-00-680-0708

HAND CLEANER TOWELETTE, UNSCENTED; CID A-A-461, PKG&QAP, Type II, 8520-01-507-9741

MATCHES, SAFETY; CID-A-A-59489, PKG&QAP, Type I, Class B, 9920-00-174-3194

SALT, TABLE IODIZED, FINE GRANULATED OR EVAPORATED; 4 gm pg, US Food Chemicals Codex Sodium, Chloride Monograph, 8950-00-641-8980

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PAPER, TOILET TISSUE, SHEET FORM PACKET; CID A-A-59594, PKG&QAP, Style II, Type A, Class 1, Sheet size B, 8540-01-508-3708

COFFEE, SPRAY DRIED, AGGLOMERATED OR FREEZE DRIED; 1.5 gm pg, CID A-A-20184, PKG&QAP, Type II or III, Style A, 8955-01-304-3619

CREAMER, NON-DAIRY, DRY, REGULAR; 4 gm flex pg, CID A-A-20043, PKG&QAP, Style I, Flavor A, 8940-00-782-3161

SUGAR, REFINED GRANULATED, CANE OR BEET; 1/7 oz pg, CID A-A-20135, PKG&QAP, Type I, Style A, 8925-00-205-3144

DATE OF PACK

RATION ASSEMBLY

For assembled ration: Acceptance will be limited to assembled rations containing components, including the flameless ration heater, which have been processed and packed subsequent to date of award, except as otherwise specified below.

No product shall be older than 180 days (from date of product production) at time of final assembly, unless authorized by the contracting officer. These timelines are not applicable if a shorter time is required by the contract or the product document (ACR, PCR, CID, etc.).

For crackers at the ration assembly: The crackers shall not be more than 90 days old at time of unit packaging.

RATION COMPONENTS

Acceptance of components other than wet pack fruit will be limited to product processed and packed subsequent to date of award.

Acceptance of wet pack fruit will be limited to product processed and packed subsequent to date of award from fruit of latest year's crop.

MISCELLANEOUS REQUIREMENTS

COMPLIANCE WITH APPLICABLE REGULATIONS

The Contractor shall comply with 21 CFR §110 "Current Good Manufacturing Practice in Manufacturing, Packaging, or Holding Human Food" and all applicable regulations. The Contractor shall insure all sub-contractors comply with all applicable regulations. Compliance with the provisions contained in 21 CFR §110 "Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food" and all regulations referenced herein is required. In addition, the contractor is required to comply with all with all applicable parts of the regulation. For example, for low-acid canned-food manufacturers, 21 CFR §110 and §113 are applicable.

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.

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PERFORMANCE, PACKAGING AND QUALITY SPECIFICATIONS

This solicitation incorporates the individual Performance-Based Contract Requirements (PCR), Commercial Item Descriptions (CID), and Packaging Requirements and Quality Assurance Provisions (PKG&QAP) to form an integrated technical data package.

Individual quality assurance and packaging provisions are contained in PCRs and PKG&QAPs.

Unless otherwise specified in Section C, D, or E of this document, Section C, D, and E of the ACR are applicable in their entirety.

ALL requirements, including Performance Requirements, Quality Assurance Provisions, and Packaging Requirements for the applicable acquisition document apply.

Unless otherwise specified in individual PCRs or PKG&QAPs, the thermoprocessing or hot-fill processing of wet packed fruits and caffeinated puddings shall be in accordance with MIL-PRF-44073, Packaging of Food in Flexible Packages.

PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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; Provision 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.

Sanitary approval is established by:

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 Center (USAPHC) or

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).

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

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.

In addition to the above, all producers of FSR food components shall be listed in the Worldwide Directory.

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NUTRITIONAL REQUIREMENTS

A nutritional analysis for each product requiring a PDM shall be provided to the U.S. Army Natick Soldier Research, Development & Engineering Center (NSRDEC) within two weeks of the award of the contract and each time there is a major formulation change.

The Nutritional analysis shall be generated by the Genesis® R&D Food Analysis and Labeling Software (ESHA Research, Salem, OR, USA), version 9.0 or higher. The analysis shall be sent electronically to NSRDEC (attn.: Julie Smith (julie.e.smith30.civ@mail.mil)).

The Genesis® food list files shall be provided for a 100 gm portion.

Genesis® food item files shall be included in the analysis file.

The ingredients and weight of each ingredient shall be included for each formulation.

Nutrients included shall be:

Nutrient	Measurement		Nutrient	Measurement
Weight	gram		Kilocalorie	C
Protein	gram		Carbohydrate	gram
Dietary Fiber	gram		Fat (Total)	gram
Cholesterol	milligram		Fat (Saturated)	gram
Water	gram		Fat (Monounsaturated)	gram
Ash	gram		Fat (Polyunsaturated)	gram
Vitamin A	IU		Fat (Trans)	gram
Riboflavin	milligram		Thiamin (B ₁)	milligram
Vitamin B ₆	milligram		Niacin (B ₃)	milligram
Vitamin C	milligram		Vitamin B ₁₂	milligram
Vitamin E (α-equivalents)	IU		Vitamin D	IU
Calcium	milligram		Folate	microgram
Iron	milligram		Copper	milligram
Phosphorus	milligram		Magnesium	milligram
Sodium	milligram		Potassium	milligram
Zinc	milligram			

The nutrients as required under the Nutrient Content paragraph and the verification of the nutrients as required under the Methods of Inspection paragraph in each PCR is mandatory.

Nutrient measurements shall be to the first decimal.

INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS

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The “Integrated Pest Management (IPM) Program Requirements for Operational Rations,” of April 2011 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The IPM program shall be in existence prior to contract award. The IPM plan and the associated pesticide labels and MSDS documents are not to be submitted to DLA Troop Support, unless specifically requested by the Contracting Officer. The contractor shall have these documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. Evidence of any insect, rodent or pest infestation discovered in contact with materials or equipment used in the production of or found in an end-item component or assembly lot shall be cause for rejection of the involved lot. DLA Troop Support shall be notified when such pest activity has been found and informed of the corrective actions taken. IPM program requirements are found on the DLA Troop Support website at: <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>

FOOD DEFENSE

The submission and implementation of a Food Defense Plan is required for this DLA Troop Support Subsistence contract. A Food Defense Plan shall be in existence prior to start of production. The plan shall address those areas of concern listed in the DLA Troop Support Food Defense Checklist applicable to the contractor’s facility/operation. To download a copy of the DLA Troop Support Food Defense Checklist, <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx> or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Food Defense Branch (DLA Troop Support-FTSB). Submit Food Defense Plans to the applicable DLA Troop Support Contracting Officer. The Quality Audits & Food Defense Branch (DLA Troop Support-FTSB) is the only DLA Troop Support office authorized to review and approve Food Defense Plans. All Food Defense Plans are maintained and secured by FTSB.

CONTRACTOR SANITATION PROGRAM

The “Contractor Sanitation Program – Operational Rations,” of November 2015 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The Contractor Sanitation Program shall be in existence prior to contract award. The program is not to be submitted to DLA Troop Support unless specifically requested by the applicable DLA Troop Support Contracting Officer. The contractor shall have the program available for on-site review during a QSMV or Quality Systems Compliance Audit. Evidence of any insect, rodent or pest infestation; foreign material; or contamination discovered in contact with an end-item component or assembly lot shall be cause for rejection of the involved lot. Contractor Sanitation Program requirements are found on the DLA Troop Support website at: <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>

ADDITIONAL REQUIREMENTS

Approval or acceptance of a Product Demonstration Model (PDM) shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

Components shall be utilized in assembly operation on oldest-date-of-pack basis. Contractor shall be solely responsible for the proper care and storage of all components.

The following applies to perishable raw and cooked beef, chicken, pork, turkey and other meats used in the production of operational rations:

All perishable meats shipped from the supplier to the processing plant shall be accompanied by either a USDA Grading Certificate (if required) or a Certificate of Conformance indicating compliance to specified requirements, including initial chilling or freezing date of the product, as applicable.

The ingredient supplier shall certify compliance with processing and packaging requirements for formed or breaded meats. Under no circumstance shall any meat or meat product be older than 180 days at time of use.

Chilled meats: Meats received in the chilled state shall not have been previously frozen and shall have been held at an internal temperature between 28°F and 40°F for a period not to exceed four days following initial chilling and prior to preparation and final processing.

Upon arrival at the processing plant, if chilled product is not used within 72 hours, it shall be frozen and stored at a temperature not to exceed 0°F.

Frozen product must be used within 180 days after slaughter

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

All items thermostabilized by retorting shall be sealed and in the retort process within two hours of filling.

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

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

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

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

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 of operation of the unit.

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AGE OF INGREDIENTS: Contractors formulating and producing end-item operational rations food items, and for each item that is manufactured, shall maintain a list of ingredients (generic name, brand name, producer name, or supplier name in case of bulk packed plant or animal ingredients, country of origin) and the time and temperature serviceability limitations the contractor will impose on each ingredient. Each ingredient's time limitation is to be calculable using its date of pack as the starting point. A copy of this list will be made available to the Contracting Officer or to the in-plant Government Quality Assurance Representative (GQAR) upon either's request. This paragraph does not modify time and/or temperature limitations specified for ingredients elsewhere in this solicitation/contract, including its technical data package and product specifications.

SHIPPING AND COMINGLING OF LOTS

Formation of Lots: In order to facilitate lot traceability at the assembler's plant, the following is required:

Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc.) and/or as authorized by the Contracting Officer.

Assemblers shall assemble one (1) component lot at a time, i. e., one (1) component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow. Assemblers shall assemble on a first produced (and accepted) first out basis.

A "mixed code lot" is defined as a lot consisting of small quantities of components representing different lots. Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped to the assembler 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.

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

Mixed lots are small quantities of components representing different lots. These lots may be received from 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 assembly contractor may periodically assemble the mixed lots into one lot. Mixed lot components shall be exhausted by assembling them into a final lot at least once every quarter but may be assembled into two consecutive production days if not more than once a month. For the purpose of precluding residual mixed lot components, all mixed lots components in-house prior to the final week of scheduling assembly production,

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shall be used in final assemblies delivered under this contract. 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 finals.

ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

The following applies to Fat Testing:

For All documents that cite the Association of Official Analytical Chemists' Official Method of Analysis 985.15 (AOAC OMA 985.15 - Fat (Crude) in Meat and Poultry Products (Rapid Microwave-Solvent Extraction Method)) for fat testing, add the following Alternate Test Methods:

991.36 - Fat (Crude) in Meat and Poultry Products (Solvent Extraction (Submersion) Method)

2007.04 - Fat, Moisture, and Protein in Meat and Meat Products Using the FOSS FoodScan™ Near-Infrared (NIR) Spectrophotometer

2008.06 - Moisture and Fat in Meats by Microwave and Nuclear Magnetic Resonance Analysis

B. The following changes apply to CID A-A-20298, PKG&QAP, Meat and Poultry Snacks, Cured:

1. CID A-A-20298 PKG&QAP, Page 7, Section D-2 LABELING, delete everything after "A. Pouches" and replace with the following:
"Each primary and/or overwrap package pouch shall be correctly and legibly labeled in accordance with applicable USDA regulations. Printing ink shall be permanent black ink or other dark contrasting color which is free of carcinogenic elements. Not to the exclusion of any information required by applicable USDA regulations, the label shall contain the following information:

- (1) Name and flavor of product(s) (letters not less than 1/8 inch high)
- (2) Ingredients
- (3) Date 1/
- (4) Net weight
- (5) Name and address of packer
- (6) "Nutrition Facts" label in accordance with the Nutrition Labeling and Education Act (NLEA) and all applicable USDA regulations

1/ The date of pack shall be expressed as a four digit Julian code. The first digit shall indicate the year of production and the next three digits shall indicate the day of the year (Example, 14 February 2015 would be coded as 5045). The Julian code shall represent the day the product was packaged into the pouch and processed. Following the four digit Julian code, the other required code information shall be printed in the sequence as listed above.

NOTE: For commercially packaged items that are overwrapped, the above information required in accordance with applicable USDA regulations shall be printed on either the inner or outer package or both, in accordance with applicable USDA regulations. in addition to any other labeling requirements, the product name and date shall be printed on the outer package."

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C. The following changes apply to PCR-C-082, Chocolate Protein Drink Powder:

1. Page 3, Section C-2, § H, (3) Delete “of six composite samples” and insert “sample”.
2. Page 11, Section E-5, § B, (5) Delete paragraph beginning with “Sixty filled...” through “...rejection of the lot.” And insert the following:

“Five filled and sealed pouches shall be selected at random from the lot regardless of lot size. Each sample shall be individually tested for microbiological activity in accordance with the Official Methods of Analysis (OMA) of the AOAC International or the Food and Drug Administration (FDA) Bacteriological Analytical Manual (BAM). For Aerobic plate count the average result for all samples tested must comply as provided in C-2, H(1). For *E. coli* and *Salmonella*, results for each sample must comply as provided respectively in C-2, H(2) and (3). Any result not conforming to the microbiological requirements shall be cause for rejection of the lot.”

D. The following changes apply to PCR-N-003, Nut & Fruit Mix:

1. Page 5, Section C-2, § I Microbiological requirement Delete in its entirety.
2. Page 14, Section E-5, § A, Table I, footnote 7/ Delete in its entirety.
3. Page 15, Section E-5, § B, (5) *Salmonella* testing Delete in its entirety.
4. Page 16, Section E-5, § B,(6) Delete in its entirety and insert:

“(6) Aflatoxin content testing. Compliance with aflatoxin testing requirements can be achieved in either of the two methods (A) or (B) described below. Note that method (B) requires certain conditions to be met.

Method (A): The sample to be analyzed shall be a composite of the finished product taken from a set of eight filled and sealed pouches which have been selected at random from the lot. The composited sample shall be prepared and analyzed in accordance of the OMA of AOAC International, method 991.31(HPLC) or 998.03, with preparation of the sample performed according to AOAC Official Method 977.16. Test results shall be reported to the nearest whole number. Government verification will be conducted through actual testing by a Government laboratory. Any result not conforming to the requirement shall be cause for rejection of the lot.

Method (B): For prepackaged product (Types I, II, or III) received from a supplier that is not further processed or repackaged, the contractor will furnish a Certificate of Analysis that the aflatoxin in the finished product is not greater than 15 parts per billion (ppb). No additional testing is required. Results shall be reported to the nearest whole number.

For roasted peanuts, almonds, filberts, walnuts, and sunflower kernels received in bulk (to be used in finished product for Types I, II, or III), the contractor can accept a USDA certificate that the aflatoxin in the bulk ingredient lot is not greater than 15 ppb. (See the note at the bottom of this section.) If a USDA certificate does not accompany the ingredient bulk lot, the following alternate method of inspection may be used. The contractor shall have the bulk shipment sampled and tested by USDA. (Sampling of nut and kernel ingredients shall take place at the contractor location where the finished product will be placed into the pouch.) Steps (i) through (v) below apply to roasted peanut bulk lots. Step (vi) applies to almonds, filberts, walnuts, and sunflower kernels.

Three sets of representative, independently-drawn samples shall be submitted to the laboratory for testing – the number of sampling points and quantity of peanuts per sampling point to be determined using USDA procedures. Each of the three sets of samples shall be composited and respectively designated as test sample 1, test sample 2, and test sample 3.

Lots will be reported as negative for aflatoxin if test sample 1 has an aflatoxin level at or below 5 ppb. If test sample 1 is at or above 25 ppb the lot fails.

If the aflatoxin level for test sample 1 is above 5 ppb and less than 25 ppb, test sample 2 may be analyzed. Test results for test sample 1 and 2 will be averaged.

If the average aflatoxin level for test samples 1 and 2 is 10 ppb or less the lot will be reported as negative for aflatoxin, but fails if the aflatoxin level is at or above 20 ppb. If the average value for test samples 1 and 2 is

above 10 ppb but less than 20 ppb, test sample 3 may be analyzed. The results of test samples 1, 2 and 3 will be averaged. If the average aflatoxin level for test samples 1, 2, and 3 is 15 ppb or less the lot will be reported as negative for aflatoxin. If the average aflatoxin level for test samples 1, 2, and 3 is above 15 ppb the lot fails.

Bulk lots determined to be conforming for aflatoxin as evidenced by a USDA certificate, in accordance with the above procedures will be considered acceptable for use as ingredients as long as both the bulk and end item lots' identities have been preserved and the bulk lot has been maintained under acceptable conditions (i.e., between approximately 40°F to 50°F at low humidity). Results shall be reported to the nearest whole number. Bulk roasted peanuts with aflatoxin greater than 15 ppb shall not be used as ingredients.

Bulk ingredient lots of almonds, filberts, walnuts, and sunflower kernels shall be sampled using USDA/AMS sampling procedures to yield one or two 10-pound composites, depending on the lot size. The number of sample points accessed to create the 10-pound composite(s) will be based on the bulk lot size in pounds and USDA/AMS sampling procedures. The composites will be tested by the USDA/AMS laboratory using the designated methods, and reported on a USDA/AMS laboratory report. Bulk ingredient lots with aflatoxin results not greater than 15 ppb will be considered acceptable for use as long as the bulk and end item lots' identities have been preserved and the ingredients are maintained under acceptable conditions (i.e., between approximately 40°F to 50°F at low humidity). Results shall be reported to the nearest whole number. Bulk lots of almonds, filberts, walnuts, or sunflower kernels with aflatoxin greater than 15 ppb shall not be used as ingredients.

NOTE: A USDA Certificate of Analysis on roasted peanuts, almonds, filberts, walnuts, and sunflower kernels from the most recent crop year which have been kept in cold storage (between approximately 40°F to 50°F at low humidity) is acceptable. Contractor must attest to these storage conditions. If storage conditions for roasted peanuts are not established, a USDA certificate of analysis for aflatoxin on roasted peanuts will be considered current if not more than 30 days have elapsed since the date of the analysis.”

E. The following changes apply to CID A-A-20195 PKG&QAP, Snack Foods:

1. Page 15, on line immediately following paragraph (2), insert:

“If the conditions in (1) and (2) are not met, the following conditions apply for aflatoxin testing on toasted corn kernels:

a. For toasted corn kernels lots received in bulk, the contractor shall have each bulk lot sampled and tested by USDA. 1/ If (a) the bulk lot shipment is not more than 2 ppb for aflatoxin as evidenced by a USDA Certificate, (b) the end item lots are manufactured using that bulk product, and (c) both the bulk and end item lots' identities have been preserved, then no further aflatoxin testing is required.

b. For finished package end item toasted corn kernel lots received, the contractor shall have the shipment sampled and tested by USDA. If (a) the shipment is not more than 2 ppb for aflatoxin as evidenced by a USDA Certificate, then no further aflatoxin testing is required.

c. If the conditions in (a) and (b) are not met, each end item lot must be sampled and tested by USDA.

Method of inspection: Three sample sets of representative independently drawn samples shall be submitted to the laboratory for testing – the exact quantity of samples per sample set (whether bulk product or pouched product) to be determined using USDA procedures. Each of the three sample sets shall be composited and respectively designated as test sample 1, test sample 2, and test sample 3. Lots will be reported as negative for

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aflatoxin if test sample 1 has an aflatoxin level at or below 5 ppb. If test sample 1 is at or above 25 ppb the lot fails. If the aflatoxin level for test sample 1 is above 5 ppb and less than 25 ppb, test sample 2 may be analyzed. Test results for test sample 1 and 2 will be averaged. If the average aflatoxin level for test samples 1 and 2 is 10 ppb or less the lot will be reported as negative for aflatoxin, but fails if the aflatoxin level is at or above 20 ppb. If the average value for test samples 1 and 2 is above 10 ppb but less than 20 ppb, test sample 3 may be analyzed. The results of test samples 1, 2, and 3 will be averaged. If the average aflatoxin level for test samples 1, 2, and 3 is 15 ppb or less the lot will be reported as negative for aflatoxin. If the average level for test samples 1, 2, and 3 is above 15 ppb the lot fails. End item lots determined to be negative for aflatoxin as evidenced by a USDA certificate will be considered acceptable. Bulk lots with aflatoxin greater than 15 ppb shall not be used as to produce finished product lots.

1/ Sampling may be conducted by Veterinary Food Inspectors using USDA procedures.”

G. The following change applies to A-A-20164D, Nuts, Shelled, Roasted:

1. Page 2, § 5.1.1: Delete: "U.S. No. I" and Insert: "U.S. Select Sheller Runner".

H. The following change applies to A-A-20097, Hot Sauce:

1. Page 4, § 6.1, Table I, Type VII, change the pH range to 2.8 - 3.4.

I. The following changes apply to PCR-T-014, Trail Mix, Recovery, Packaged in a Flexible Pouch:

1. Page 3, Section C-2, § I, delete in entirety.
2. Page 3, Section C-2, § J, change to “I. Aflatoxin”.
3. Page 12, Section E-5, § B, (6), delete in entirety.
4. Page 12, Section E-5, § B, (7), change to “(6) Aflatoxin testing”

SECTION D - PACKAGING AND MARKING

PART I - TECHNICAL DATA FOR FSR ASSEMBLY:

PACKAGING: Packaging level is A. Requirements applicable to subassembly packet/accessory packets, time temperature indicator (TTI) labels, meal bags, subassembly packet/accessory packet assembly, and meal bag assembly are specified in Section D-1 of the currently contractual Assembly Contract Requirements (ACR) document.

LABELING: Labeling requirements applicable to subassembly/accessory packets and meal bags are specified in Section D-2 of the currently contractual Assembly Contract Requirements (ACR) document.

PACKING: Packing level is A. Packing requirements are specified in Section D-3 of the currently contractual Assembly Contract Requirements (ACR) document.

UNITIZATION:

Unitization requirements are specified in Section D-4 of the currently contractual Assembly Contract Requirements (ACR) document.

Unit load height shall not exceed 44 inches.^{1/, 2/}

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MARKING:

ASSEMBLED RATION SHIPPING CONTAINERS: Shipping containers shall be marked in accordance with DLA Troop Support Form 3556, *Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence* and as specified in the contract with the following exceptions:

Identification/contract data markings normally placed on an end of the shipping container shall read from top to bottom, left to right, when the shipping container is rotated from its upright position onto its side for palletization. The following identification markings shall be applied to the shipping case end panel:

1/ Pallets shall conform to the requirements cited in the general requirement section of DLA Troop Support Form 3507.

2/ Three-stringer construction is acceptable regardless of pallet type.

<p>8970-00-584-8759 FIRST STRIKE RATION® 9 MEALS ^{3/} WT. _____ CU. _____ CONTRACT NO. _____^{4/} NAME, ADDRESS, AND ZIP CODE OF ASSEMBLY CONTRACTOR (e.g. TEFCO, INC., BROOMALL, PA 19101 U.S. GOVERNMENT PROPERTY – COMMERCIAL RESALE IS UNLAWFUL</p>
--

The major flaps of the shipping container immediately to the right of the marked end of the shipping container shall bear the following markings:

DATE OF PACK/LOT NUMBER _____^{5/, 6/}
INSPECTION/TEST DATE _____^{5/, 7/, 8/}

Time Temperature Indicator shall be centrally positioned on a closure flap and shall conform to a single pattern of placement. A minimum distance (quiet zone) of ¼ inch from the nearest marking shall be maintained. One side panel of the shipping container shall be marked “FIRST STRIKE RATION®” in letters not less than 1-1/4 inches high. Underneath the ration nomenclature, in letters not less than ½ inch, the shipping container shall be marked “DO NOT ROUGH HANDLE WHEN FROZEN (0° F or below)”.

3/ Alternatively, the marking may be “9 MEALS A/A”.

4/ The “Contract No.” line may precede or follow the “Name, address, and zip code of assembly contractor” line.

5/ Contractor shall mark the applicable date of pack/lot number and inspection/test date by embossing, stamping, printing, stenciling, jet or laser printing on each shipping container.

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6/ For final assembled lots, the “date of pack/lot number” is defined as the quantity of finished product assembled within a production day. For purpose of marking shipping cases, the contractor may use either an open date (e.g. 5/25/2014) and/or a Julian Date (e.g. 4145).

7/ The Shipping containers shall contain all of the required markings. The ration assembler shall be responsible for applying the required markings. The shelf-life for the assembled ration is 1100 days at 80°F and shall be used in computing the Inspection/Test date.

8/ To calculate Inspection Test Date (ITD), add shelf life value to Date of Pack. Example: If Date of Pack is 5/25/2014 and shelf-life is three years, then ITD is computed as follows: 5/14 + 3 = ITD 5/17.

For line items scheduled for delivery to controlled storage, the following additional special markings shall be

DLA TROOP SUPPORT OWNED STOCKS (ACCT. NO. SCO300)

NOTICE

THIS PRODUCT HAS BEEN HELD UNDER CONTROLLED TEMPERATURE AND HUMIDITY CONDITIONS AND SHOULD NOT BE CONSIDERED OVERAGE BECAUSE OF THE DATE OF PACK AND THE DATE OF PACK SHOULD NOT BE THE CONTROLLING FACTOR IN DETERMINING ISSUANCE AND UTILIZATION OF THE PRODUCT FURTHER. FURTHER REFRIGERATION IS NOT REQUIRED.

printed on pressure-sensitive labels. One label shall be applied to each case end-panel on the end opposite the contractual markings and one label shall be applied adjacent to the unit load markings. The label shall read as follows:

The lettering of the above label shall be ¼ inch solid letters with the exception of the word “NOTICE” which shall be ½ inch solid letters.

At the Contractors’ sole discretion, the controlled storage markings as described above may be pre-printed on the shipping container or otherwise marked under any applicable requirements cited for marking of shipping containers. Under this alternative, it is the responsibility of the contractor to determine the quantity, if any, of such pre-printed shipping containers that will be necessary. It remains the responsibility of the Contractor to properly mark the shipping containers as required by contractual documents.

ASSEMBLED RATION UNIT LOADS^{9/}:

Unit loads shall be marked in accordance with DLA Troop Support Form 3556 except that the “marking and special markings” information required for the marking for palletized/containerized shipments (Form 3556, F.1) shall be as follows:

Marking may be accomplished by stenciling, printing or by pressure-sensitive labels and shall be positioned on

GROSS WEIGHT AND CUBE
NUMBER OF SHIPPING CONTAINERS PER LOAD (E.G., 48 CS)
CONTRACT NUMBER
JULIAN DATE OF PACK/LOT NUMBER

two adjacent sides of the load. Size of lettering shall not be less ½ inch and shall be black. Markings shall be legible, non-fading and durable.

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9/ Gross weight and cube shall include the weight and dimensions of the pallet base. The gross weight and cube may be determined by weighting and measuring five or more fully-unitized loads (or weighing components separately) for determining the average weight and cube of the unit load.

SECTION D CLAUSES/PROVISIONS:

The following clauses/provisions are incorporated in full text:

Active Radio Frequency Identification (aRFID) Tag Requirements for OCONUS Shipments

The contractor shall prepare and affix RF Tags to shipment containers, for all OCONUS shipments, and special CONUS training exercises as directed, in accordance with the following Radio Frequency (RF) tag requirements:

DEFINITIONS

RADIO FREQUENCY (RF) TAG: A small radio transceiver that can store user defined data in nonvolatile, read/write memory, and can be monitored and controlled by other devices. RFID tags may be “active”, which contain their own power source, or “passive”, which receive their power from an interrogator by RF transmission.

aRFID INTERROGATOR: Electronic device used to detect, “read” and “write” specific information on a RF tag

aRFID Retriever Computer: An industrial computer configured to receive signals via data cable from the aRFID Interrogator and “upload” aRFID Tag information via a phone line/network connection to destination server. It has no monitor or keyboard.

aRFID LAPTOP WRITE-STATION COMPUTER: A “laptop” computer configured to “write” tags in conjunction with a aRFID Interrogator.

aRFID WRITE SOFTWARE: The Government-owned software used in conjunction with aRFID equipment to gather aRFID tag data on military-sponsored shipments and report information for compilation in Government databases on regional servers for In-Transit Visibility.

TAG DOCKING STATION: An electronic device used to transmit data electronically from the laptop computer to the aRFID tag.

GENERAL INFORMATION

It is the objective of the Government to use aRFID Technology for all Class I (Food) containers going OCONUS in order to maintain Total Asset Visibility (TAV) of subsistence on the battlefield. The Army has incorporated RFID Technology into its Joint Vision 2010 Focused Logistics Program.

The aRFID application software to be used for aRFID tagging of OCONUS shipments is Government-owned. The Government shall provide the RF Write software and technical services required to facilitate implementation of RF tagging of shipments.

This includes surveying the Contractor/Supplier (hereinafter the “Contractor”) site for RF site preparation, installation and testing of hardware and software, installation of communications software interfaces to Government servers, and training vendor personnel to use the integrated software and hardware composing the RF tag “write” and “read” capabilities.

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The Government points of contact (POC) for acquiring the aRFID software and technical services are:
Program Executive Office, Enterprise Information Systems
Product Manager for Automatic Identification Technology (PEO EIS, PM AIT), help.rfitv@us.army.mil
Phone number: (800) 877-7925 or (703) 439-3850.

RF EQUIPMENT AND EQUIPMENT SUPPORT

HARDWARE: All aRFID equipment will be Government-Furnished Property (GFP). The Contractor shall contact and coordinate with the Government POCs for the delivery, installation and configuration of the RF Computers and RF Interrogator units; for initial inventory of RF tags; and for any other assistance or advice required.

Note: FAR clause 52.245-4, Government Furnished Property (Short Form) shall apply to all GFP provided to the Contractor.

aRFID Retriever Computer: Each Contractor will be supplied with one (1) aRFID Retriever Computer. The computer will have aRFID read software installed and has no keyboard and no monitor. It will automatically receive data from the RF interrogator and forward it to a regional server using a telephone line (toll-free number) to be provided by the Contractor.

aRFID Laptop Write Station: Each Contractor will be supplied with one (1) aRFID laptop computer configured with RF Write software. Connected with a RF Interrogator or a Tag Docking Station, this unit enables the Contractor to write shipment information to RF tags, and to up-load the written tag data to a regional server using a telephone line (toll-free number) to be provided by the Contractor.

aRFID Interrogators: Each Contractor will be supplied with aRFID Interrogators required for visibility of shipments as they enter and leave the contractor facility. The number of interrogators required will be determined during the site survey. The contractor may also be supplied with an aRFID interrogator for the aRFID laptop write station unless an aRFID tag docking station is utilized to write the tags.

aRFID Tags: The aRFID Tag model include ST 654/656 "active" tag with its own database engine and file system. It features 128 bytes of read/write memory and supports tag-initiated communication triggered by system sensors. It is hermetically sealed, waterproof, and able to withstand the shock and vibration of transportation. One (1) aRFID Tag model ST-656-1 is required for each container shipment. The initial inventory of aRFID Tags shall be provided by the Government for use on Government-sponsored shipments.

SOFTWARE: The Government will furnish all application software, and perform all actions required to install and test software, and then train Contractor personnel to use software and equipment to perform required aRFID tag activities.

aRFID INFRASTRUCTURE SUPPORT:

The Government shall coordinate and conduct a site survey of the vendor facility for installation of the RF equipment. The Contractor shall provide and prepare physical locations for aRFID equipment in accordance with the site survey.

The Contractor will provide the following infrastructure for the aRFID interrogator "read" station:

Mounting of a (GFP) bracket plate to support the aRFID Interrogator. The Government shall provide the bracket to the Contractor as GFE.

Installation of an un-switched 110VAC or 220VAC (as required) receptacle within two feet of the interrogator mount.

Installation of conduit or pathway for running of a data cable between the aRFID Interrogator and the aRFID Retriever Computer.

Shelf space for the aRFID Retriever Computer and installation of an un-switched 110VAC or 220VAC receptacle within two feet.

Installation of a telephone line near the aRFID Retriever Computer capable of dialing a toll-free number.

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The Contractor will provide the following infrastructure for the aRFID laptop write station:
Shelf space with a 110VAC receptacle within two feet of the aRFID laptop write station location.
A telephone line near the aRFID laptop write station capable of dialing a toll-free number. The telephone line can be the same telephone line as installed in paragraph 2.5 above.
The Government shall install and test aRFID equipment after the supplier has completed site preparation work. The vendor shall provide assistance to the equipment installation team to facilitate installation and testing and to insure access to aRFID equipment locations.

PROCEDURES

Each Contractor shall input data, or “write”, one aRFID tag for each OCONUS container load, or CONUS container when directed by the DLA, TROOP SUPPORT/E Item Manager, and affix the aRFID tag to the Container by the most secure method available, behind the locking bars. Each aRFID tag shall be written to contain the data attached, formatted as specified by the data definition for the 128k aRFID tag. The Government will provide training for contractor personnel to “write” the data to tags, and to “read” and upload tag data upon shipment container departure from contractor location. The data format is in the Operational Prototype Total Asset Visibility, TIPS-Write Import Document, 09 Sep 02, at attachment 1.

The Contractor shall be responsible for replenishing and maintaining its inventory of aRFID tags. The replenishment RF tags will be provided as Government furnished property (GFP), at no cost to the Contractor. Note however, that the Contractor shall be fully liable for any/all loss or damage of aRFID Tags in their possession. The Contractor shall obtain its replenishment RF Tags from the Defense Distribution Center for aRFID Tags:

Defense Distribution Center
Bldg 54, Bay D-5 (J4/5)
New Cumberland, PA 17070
E-mail: delivery@dla.mil

Please put in the subject line of the email:
aRFID TAG REPLENISHMENT REQUEST
Telephone: 1-800-456-5507

OCONUS Contractors shall remove all aRFID Tags affixed to containers delivered from CONUS origin, and retain for re-use. When the RF tag is removed from the container, the contractor shall invert the battery to deactivate the tag until it is ready for re-use. The removed/retained tag(s) should be reported on the Monthly aRFID Tag Inventory Log described in para. D below. Quantities of aRFID tags over the amount needed for normal operations will be stored until collected by field service engineers during regular aRFID maintenance visits.

Maintenance of GFP Hardware/Software: The Contractor shall promptly and directly contact the following for any maintenance/repair required for any aRFID Tag GFP hardware or software at:

E-mail: help.rfitv@us.army.mil
Toll-free: (800) 877-7925
Commercial: (703) 439-3850

The Contractor shall maintain a log for its inventory/use of aRFID Tags. The aRFID Tag Inventory Log shall, at a minimum, contain the following information and dates: initial inventory; detail of each aRFID Tag shipped (e.g. aRFID Tag serial #, container #, TCN, date shipped, destination); detail of any aRFID Tag returned to the RFID Mgmt Center; replenishment quantity, on-hand inventory. In addition note any aRFID Tags that are damaged or unserviceable. OCONUS Contractors shall include and detail aRFID Tags removed/retained from CONUS containers (e.g. aRFID Tag serial #, container #, TCN, origin,). This information shall be promptly provided by the Contractor on a monthly basis (the first week of each month) to the Contracting Officer or

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authorized Contracting Officer's Representative (COR), Program Executive Office, Enterprise Information Systems, Product Manager for Automatic Identification Technology (PEO EIS, PM AIT), help.rfitv@us.army.mil or Phone number: (800) 877-7925 or (703) 439-3850.

Upon request of the Contracting Officer, or COR, the Contractor shall promptly return any, or all, GFP RF Tags to the DDC RFID Management Center above. The Contractor shall prepare aRFID Tags for shipment as directed by the Government POCs, and shall make such shipment to the Defense Distribution Center at its own expense. The Government will not make payment for any return shipments.

1 Reference: Operational Prototype Total Asset Visibility, TIPS-Write Import Document, 09 Sep 02.

(End of clause)

Provision 7006 – Passive Radio Frequency Identification (SEP 2011)

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

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

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

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

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

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

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

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

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

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“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

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

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

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

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

- (A) Subclass of Class I – Packaged operational rations.
- (B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class III – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV – Construction and barrier materials.
- (E) Class VI – Personal demand items (non-military sales items).
- (F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—

- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—
- (B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

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

- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.
- (c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

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

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

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

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

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

Provision 9012– Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)

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

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

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

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

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

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

Part II –Technical Data for Contractor Furnished Material (CFM) Components**Sub-part A: Requirements For CFM Components Packaged In Accordance With MIL-PRF-44073
“Packaging Of Food In Flexible Pouches”.****TUNA, WHITE CHICKEN CHUNKS, AND SEASONED CHICKEN BREAST FILLETS:****PACKAGING:**

Product shall be filled into pouches and processed in accordance with MIL-PRF-44073, Packaging of Food in Flexible Pouches, Type I, Style 1.

LABELING:

A. Entrée Pouches. Each pouch shall be correctly and legibly labeled. Printing ink shall be permanent ink of black or other contrasting color and shall be free of carcinogenic elements. Prior to thermal processing of the pouches, the product name, lot number, filling equipment number and time stamp shall be applied. All other marking may be applied before or after thermal processing.

Labeling information shall include:

a. Product name (not less than 1/8 inch high, commonly used abbreviations may be used).

Pouch code includes:

Lot Number^{10/}

Filling equipment identification number

Company code or USDA establishment number (as applicable)

CONTINUED ON NEXT PAGE

Retort identification number and Retort cook number (Optional)

Time stamp (hour and minute of filling/sealing operation)

USDA official inspection legend for the packer's plant when applicable ^{11/}

Paperboard Insert Card.

A paperboard insert card will be included for the entrée components listed in B.2. below. The insert card shall be clearly printed on one of the panels with permanent black ink as follows: ^{12/}

a. Product name (7/32 to 9/32 inch-high block letters)

b. Ingredients

c. Net weight

d. Name and address of packer

e. "Nutrition Facts" label in accordance with the Nutrition Labeling and Education Act (NLEA) and all applicable FDA and USDA regulations.

10/ The lot number shall be expressed as a four digit Julian code. The first digit shall indicate the year of production and the next three digits shall indicate the day of the year (Example, 14 February 2015 would be coded as 5045). The Julian code shall represent the day the product was packaged into the pouch and processed. Following the four digit Julian code, the other required code information shall be printed in the sequence as listed above.

11/ May be placed on the paperboard insert card if labeled under USDA/FSIS supervision as an identification service.

12/ With contracting officer approval, this information may be printed on the pouch in lieu of the paperboard insert card.

The product shall be formulated and labeled in accordance with all applicable FDA and USDA labeling regulations and policies. The insert card (or pouches, as applicable) shall be labeled with the following product name.

A-A-20155 TUNA, CHUNK, LIGHT, LEMON PEPPER

A-A-20155 TUNA, CHUNK, LIGHT, SWET AND SPICY

A-A-20155 TUNA, SOLID, WHITE (ALBACORE)

A-A-20352 CHICKEN CHUNKS, WHITE

A-A-20361 CHICKEN BREAST FILLET, SEASONED, GARLIC AND HERB SEASONING

A-A-20361 CHICKEN BREAST FILLET, SEASONED, BARBECUSE SAUCE

NOTE: For use with A-A-20353 Chicken Chunks and A-A-20155 Tuna. When applicable, commercial pouch graphics (colors, design and labeling) shall be submitted to the Contracting Officer for review and approval and to the US Army Research, Development and Engineering Command Natick Soldier Research, Development and Engineering Center (RDNS-CFF) for review.

NOTE: For use with A-A-20353 Chicken Chunks. With the approval of the contracting officer, Type VI chicken chunks may be packaged in gusseted pouches.

PACKING: It shall be the responsibility of the Assembly Contractor to ensure that CFM components shipped to a unit packager and/or to the assembly point is packed to assure product compliance with applicable end-item requirements.

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

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

WET PACK FRUITS:

PACKAGING:

Product shall be filled into pouches and processed in accordance with MIL-PRF-44073, Packaging of Food in Flexible Pouches, Type I, Style 2 or 3.

LABELING:

A. Spout Pouches. Each pouch shall be correctly and legibly labeled. Printing ink shall be permanent ink of black or other contrasting color and shall be free of carcinogenic elements. Prior to thermal processing of the pouches, the product name, lot number, filling equipment number and time stamp shall be applied. All other marking may be applied before or after thermal processing.

Labeling information shall include:

- a. For Types VII and IX, the label shall be as shown in PCR-F-002, figure 1 and figure 2 respectively.
- b. Pouch code must also be included:

Lot Number^{13/}

Filling equipment identification number

Company code

Retort identification number and Retort cook number (Optional)

Time stamp (hour and minute of filling/sealing operation)

The product shall be formulated and labeled in accordance with all applicable FDA and USDA labeling regulations and policies.

PACKING: It shall be the responsibility of the Assembly Contractor to ensure that CFM components shipped to a unit packager and/or to the assembly point is packed to assure product compliance with applicable end-item requirements.

13/ The lot number shall be expressed as a four digit Julian code. The first digit shall indicate the year of production and the next three digits shall indicate the day of the year (Example, 14 February 2015 would be coded as 5045). The Julian code shall represent the day the product was packaged into the pouch and processed. Following the four digit Julian code, the other required code information shall be printed in the sequence as listed above.

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

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

Sub-Part b: Packaging, Labeling, Packing, Marking Requirements For CFM Components Not Packaged In Accordance With MIL-PRF-44073 “Packaging Of Food In Flexible Pouches”.

PACKAGING:

Individual component packaging requirements are found in the component’s technical specifications document: For Performance-Based Contract Requirement and Product Contract Requirement (PCR) components:

Packaging requirements are specified in Section D-1 of the PCR.

For Commercial Item Description (CID) components: Packaging requirements are specified in Section D-1 of the CID’s Packaging Requirements and Quality Assurance Provisions (PKG&QAP).

For MIL-DTL components: Packaging requirements are specified in Section D-1 of the MIL-DTL’s PKG&QAP.

For Sodium Chloride Monograph components: Packaging requirements are specified in Section D-1 of the monograph’s PKG&QAP.

For the Spoon, Picnic, Plastic: Each spoon shall be unit packaged separately in a snug-fitting conforming polyethylene wrapper/bag/envelope. The polyethylene film shall be 0.001 inch thick conforming to Type I, Class 2, Grades A, B, or C, Finish 1 of A-A-3174. Closure and forming seams shall be heat sealed in such a manner that after elimination of excessive entrapped air, the packaging material will closely conform to the spoon being unit packaged.

LABELING:

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

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

Individual component labeling requirements are found in the component’s prime documents:

For PCR components: Labeling requirements are specified in Section D-2 of the PCR.

For CID components: Labeling requirements are specified in Section D-2 of the CID’s PKG&QAP.

For MIL-DTL components: Labeling requirements are specified in Section D-2 of the MIL-DTL’s PKG&QAP.

For Sodium Chloride Monograph components: Packaging requirements are specified in Section D-1 of the monograph’s PKG&QAP.

For the Spoon, Picnic, Plastic: The manufacturer’s trade name/trademark, readily identifiable with the manufacturer, shall be molded on the underside of the spoon or alternatively, printed on each spoon packet.

PACKING: It shall be the responsibility of the Assembly Contractor to ensure that CFM components shipped to a unit packager and/or to the assembly point is packed to assure product compliance with applicable end-item requirements.

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

MARKING:

The marking of CFM component shipping containers shipped to a unit packager and/or to the assembly point shall be in accordance with paragraph 5.1.6.2 of ASTM D3591 “Standard Practice for Commercial Packaging”, provided that a production lot number that indicates the production date of the contents is included.

The marking of CFM product shipping containers shipped to a unit packager and/or to the assembly point shall be in accordance with applicable Federal and/or State requirements, provided that a lot number that indicates the production date of the contents is included.

The lot number on the shipping container may be “in the clear”, a Julian date code, or such other code as must be explained in a letter to the Contracting Officer and to the applicable inspection personnel.

252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

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

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

- (A) Subclass of Class I – Packaged operational rations.
 - (B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
 - (C) Class III – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
 - (D) Class IV – Construction and barrier materials.
 - (E) Class VI – Personal demand items (non-military sales items).
 - (F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).
 - (G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and
- (ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—
- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—
 - (B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

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

- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.
- (c) The Contractor shall—
- (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;
- (2) Use passive tags that are readable; and
- (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
- (d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.
- (1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.
- (2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.
- (3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).
- (e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](https://www.fars.gov/252.232-7003), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.
- (End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

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: Those quality assurance provisions (product, packaging, packing, and regulatory requirements, procedures, and inspections) specified in Section E of this solicitation, and, as amended by this solicitation, those quality assurance provisions specified in the applicable Assembly Contractor Requirements (ACR) and in the Contractor Furnished Material (CFM) component technical requirements specifications are required for contractor, United States Army Public Health Command (PHC), and United States Department of Agriculture, Agricultural Marketing Service, Fruit and Vegetable Program, Specialty Crops Inspection Division (USDA-AMS) inspection.

The following procedures will be used for inspection and acceptance. If there is a conflict between the inspection and acceptance procedures stated hereafter and those stated in Provision “9023 General Inspection Requirements”, then the procedures cited in addition to the General Inspection Requirements provision in the following inspection and acceptance procedures shall control. The inspection and acceptance procedures shall be as follows:

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

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

The contractor shall model the documented QSP after ISO/ANSI/ASQ 9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQ 9001. 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, certification by any third party, 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 Operational Rations 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 NCSL Z540.3 or ISO 10012)
- 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 Material/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 Control Techniques (MPC QAP)
 - 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/ASQ Z1.4)
- XI. INTERNAL AUDITS
- XII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM
- XIII. IMPROVEMENT

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*Integrated Pest Management Plan (IPM) and Contractor Sanitation Program: Even though the IPM Plan is not required to be submitted, the questions concerning the facility's IPM listed in Section IX Regulatory Controls, Area 2 of the Quality Systems Audit Workbook I must be addressed within the QSP. Both the IPM Plan and Sanitation Program (Contractor Sanitation Program- Operational Rations, November 2015) must be in place at time of award and shall be made available for onsite review.

The documented QSP will be evaluated by the Operational Rations Quality System Audit Team (composed of DLA Troop Support-FTSB and USDA-AMS, Quality Systems Auditors), USDA-AMS Operational Rations Program Coordinator, and the Government In-Plant Quality Assurance Representatives (QAR) assigned to perform Government QA functions at contractors' facilities. Government personnel will use the Operational Rations 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/ASQ 9001, 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) 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.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>

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 and 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 Manufacturing Process Controls and In-Process Inspection Quality Assurances Provision (MPC QAP) 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 or the SPC QAPs) need only be addressed once in the QSP. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of NCSL Z540.3 or ISO 10012.

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

The Higher Level Contract Quality Requirements, Manufacturing Process Controls (MPC), and Statistical Process Controls Quality Assurance Provision (SPC QAP) apply to all CFM and RNC 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 QAP and the SPC QAP (No QSP required):

1. Accessory package components (except for RNC beverage contract items).
2. Condiments (even if packaged in laminated barrier pouches): hot sauce; ketchup; mayonnaise; mustard; etc.
3. Bulk packed items: beef snacks; ranger bar; First Strike bars; osmotic fruit; cookies (CID A-A-20295); almonds, roasted; cashews, roasted; peanuts, roasted; snacks (CID A-A-20195); sandwich crackers/cookies; tortillas, received from a subcontractor/supplier other than the finished packager, and received from a subcontractor/supplier providing the identical items in the commercial retail market place. Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

NOTE: The prime contractor is not prohibited from requiring, on their own accord, a QSP from their subcontractors for all products.

B. A QSP is required but SPC techniques are optional for the following items: beverage bases, cheese spreads, cookies (CID A-A -20295), dairy component powders (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, etc.), nut fruit 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, on their own accord, requiring SPC techniques from their subcontractors for all products.

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:

Send MAILED OFFER to:
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

Deliver HANDCARRIED OFFER, including delivery by commercial carrier, to:

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DLA TROOP SUPPORT
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

B. AFTER CONTRACT AWARD ONE COPY SHALL BE MAILED PRIOR TO THE INITIATION OF PRODUCTION TO EACH OF THE FOLLOWING USDA-AMS 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. CHIEF, CONTRACT SERVICES BRANCH
USDA, AMS, SCP, SCI DIVISION
ATTN: Richard Boyd
1400 INDEPENDENCE AVE. SW
ROOM 0726, SOUTH BLDG.
WASHINGTON, DC 20250-0247

b. USDA-AMS INSPECTION AREA OFFICE: The contractor/subcontractor shall contact USDA-Contract Services Branch (202-720-5021) for the applicable area office address (College Park, GA; Covina, CA; Hunt Valley, MD; North Brunswick, NJ; South Bend, IN; Richmond, VA; Oshkosh, WI; Stockton, CA; Winter Haven, FL; Yakima, WA, etc.).

2. USDA-AMS IN-PLANT INSPECTOR/GQAR: When a Government (USDA-AMS) 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.

3. U.S. ARMY PUBLIC HEALTH CENTER VETERINARY FOOD INSPECTION PERSONEL: When Veterinary Food Inspectors (VFIs) are responsible for performing Government source inspection at operational rations assembly plants, one copy shall be personally delivered to the resident VFI/GQAR prior to the initiation of production/assembly. The contractor/subcontractor shall contact USAPHC for questions regarding VFI's inspection services.

ARMY PUBLIC HEALTH CENTER
VETERINARY SERVICES PORTFOLIO
Attn: MCHB-IP-VF
CHIEF, OPERATIONAL RATIONS
5158 BLACKHAWK ROAD
BLDG. E5158
ABERDEEN PROVING GROUND, MD 21010-5403

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

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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 noncompliance 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 group mailbox (SubsistenceQualitySystems@dla.mil) or mailed to the following address (the preferred and most expeditious method is via E-mail or fax):

Send MAILED OFFER to:

DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

Deliver HANDCARRIED OFFER, including delivery by commercial carrier, to:

DLA TROOP SUPPORT
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

During the Acquisition Phase (prior to contract award): A QSP must be submitted as part of an offeror's proposal. However, if an offeror has previously submitted a QSP under a similar acquisition or contract, then the offeror may reference that QSP by date and only submit changes (if deemed necessary by the offeror) with the proposal for this solicitation. The QSP may be reviewed and discussed with offerors prior to award, but the QSP will not be evaluated as part of the award decision or be used to make a responsibility determination. However, failure to submit or reference an existing QSP may make an offeror ineligible for award.

After the Acquisition Phase: After the Acquisition Phase (after contract award), DLA Troop Support-FTSB will assign the contractor's QSP a rating of acceptable, marginally acceptable or unacceptable. If a contractor's QSP is rated unacceptable, the QSP must be revised to receive, at a minimum, a marginally acceptable rating within 45 days of the contract award date. Failure to receive at least a marginally acceptable rating within 45 days of contract award will be a breach of the contract for which the Government may exercise its available rights, including, but not limited to, terminating the contract. The contractor can 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.

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Implementation, compliance, effectiveness, and continuous improvement of the QSP (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 and/or 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 QAP 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.

FOOD DEFENSE PLAN (FDP). The DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to ensure steps are taken to prevent the deliberate tampering and contamination of Operational Rations.

As the holder of a contract with the Department of Defense, the Contractor should be aware of the vital role they play in supporting our customers. It is incumbent upon the Contractor to take all necessary actions to secure product produced for and delivered to all DLA customers. The Government strongly recommends that all firms review their food defense plans relating to plant security and security of the products produced in light of the heightened threat of terrorism, and secure product from intentional adulteration/contamination. The Contractor shall comply with its Food Defense Plan (as submitted as the Food Defense portion under this contract solicitation) to prevent product tampering and contamination, and assure overall plant security and food safety. The Contractor must take all practicable measures that are within its control to deter or prevent tampering or contamination of supplies provided for under this contract solicitation. The Contractor must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

Food Defense Plans will be evaluated to ensure compliance with the DLA Troop Support Food Defense Checklist. A copy of the Checklist is available online at <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx> or through the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656. **NOTE:** The Food Defense Plan may be modified at any point prior to contract start-up/implementation or during the period of performance. Whenever a change is made to the Food Defense Plan, it shall be submitted to the Contracting Officer for evaluation.

DLA Troop Support-FTSB will conduct Food Defense Audits/reviews during Compliance Audits and/or other visits to verify the implementation, compliance and effectiveness of the firm's Food Defense Plan. 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.

NOTE: If more than one facility under direct control of the contractor will be used to produce and/or store product, a separate Food Defense Plan for each facility must be submitted. A completed DLA Troop Support Food Defense Checklist, by itself, is not a Food Defense Plan but may be included as part of the Plan.

E-1-B. The following is applicable to this contract:

QUALITY ASSURANCE PROVISION

MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS

This provision 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

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

**QUALITY ASSURANCE PROVISION
STATISTICAL PROCESS CONTROLS
DLA Troop Support 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 Provision 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 (ASQ) 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.

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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 an offeror has previously submitted a QSP, the offeror may reference that QSP by date and only submit changes (if deemed necessary by the offeror) with the proposal for this solicitation.

1. Offerors who consider themselves eligible for exclusion of the documented QSP at bid submittal, based on utilization of a previously submitted 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 contractors' documented QSP/Quality Manual. The description of SPC or MPC techniques shall be sufficient to allow a reviewer unfamiliar with the item or the contractor's production operation to properly assess the applicability of the control measures/techniques being proposed.

1. For Thermostabilized, 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-

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fusion bonded seals, etc.) and (3) All thermostabilized items - the critical control points of the process schedule as determined by the contractor's Processing Authority and critical control points of the retort process schedule. The critical control points, other control points, and the contractor's Processing Authority shall be clearly identified in the Regulatory Controls Section and/or the In-Process and Process Inspection and Testing Section of the contractor's QSP, as applicable.

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

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

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

5. For Other Items SPC techniques are optional.

B. The SPC and MPC techniques (or combination of both) will be reviewed 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.

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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 Quality Assurance Provision, 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-1-D. The contractor's documented QSP and implemented Quality Systems are to be verified by the in-plant Government QARs/inspectors, when Government source inspection is required, in accordance with the 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-2. Particular Requirements for Ration Assembler

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

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

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

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

E-2-E. When Veterinary Food Inspectors (VFI), representatives of the Army Public Health Center, are designated cognizance for the support of the Government's quality assurance requirements, the responsibilities and authorities cited in the regulations, command policies, etc. of the respective agency and those regulations, command policies, etc. to which that agency is subject, are applicable to the contract in conjunction with the quality assurance requirements of the contract.

E-2-F. VFI inspection is required for the sub assembly packaging, at the assembly plant, of bulk-packed items that are individually packaged by an assembler/packer into military packaging (laminated barrier pouches), accessory bags, menu sub assembly pack, and FSR final assembly, i.e., FSR menus and final cases. When the sub assembly packaging of the aforementioned products occurs at a location not under the supervision of the Veterinary Food Inspector, the process shall be under the requirements of contractor-paid USDA,AMS,FV,SCI Division inspection. When dairy component products (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, puddings, granolas with milk and fruit, ice cream sandwich, etc.), are packaged into finished product at the assembler's plant, in-process and final inspection will be under the requirements of contractor-

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paid USDA, AMS, FV,SCI Division inspection. Regardless of the Government agency designated cognizance for the support of the Government's quality assurance 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. The regulations, file codes, etc. of the respective inspection agency are applicable to the contract in conjunction with the quality assurance requirements of the contract.

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

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

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

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

E-2-H. Traceability Requirements and Examination

The ration assembler shall maintain records identifying the menu components used in packing and assembling each end item lot. These records shall maintain traceability of components to the extent that a lot and contract number of a component can be traced to an assembled end item lot. The system should also enable the assembler to list component contract numbers and lots within a particular end item lot. The assembled end item lot, usually one day's production, shall be clearly identified on the exterior of each case. In addition, the

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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 VFI (Veterinary Food Inspector) with a copy of the lot traceability records prior to shipment of each assembled lot. The following non-food items are exempt from traceability requirements: hand cleaner, matches, spoons and toilet tissue.

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

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

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

E-2-I. Assembly of Mixed Code Lots

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

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

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

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

All items delivered (CFM and RNC) will be inspected in accordance with the assembler's receipt inspection program as outlined in the assembler's Quality Systems Plan (QSP). The contractor's receipt inspection program will be verified by the U.S. Army Public Health Center Veterinary Food Inspection (VFI) personnel at the assembly plant. Receipt inspection must include examination for the presence of internal infestation, foreign material, and contamination. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot. Any receipt inspection failure applicable to a particular production lot shall be considered to be representative of the entire production lot and shall be cause for rejection of the entire production lot.

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Receipt examinations for pouch integrity (CFM and RNC) shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread and product packaged in accordance with MIL-PRF-44073 and product packaged in accordance with MIL-DTL-32141, MIL-DTL-32223 and MIL-DTL-32347. Samples for receipt inspection (ex. 200 samples items packaged in accordance with MIL-PRF-44073, MIL-DTL-32141, MIL-DTL-32223, or MIL-DTL-32347) shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the Technical Data Package will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option or performed in accordance with the assembler's QSP.

For RNC product, at no time may the assembler's receipt inspection be more severe than origin inspection criteria. RNC defect classifications and descriptions shall correspond to the origin specification defect classifications. Defects found in RNC deliveries shall be verified by the VFI and their findings reported to DLA. Final responsibility for the disposition of RNC product will rest with the Government. The Government's final determination of acceptance or rejection of RNC product shall be based upon the results of an VFI inspection performed using origin inspection criteria, except in the case of the contractor's finding of evidence of insect or rodent infestation, foreign material, contamination, other food-safety issues, or missing USDA/USDC Certification, in which cases the Government may base its decision on the contractor's inspection results.

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

Grand lotting of more than one production lot of homogeneous components within a shipment for the purpose of receipt inspection may be performed, except for pouch integrity as cited above. There will be no grand lotting of items packaged in accordance with MIL-PRF-44073, PCR-C-039, MIL-DTL-32223, MIL-DTL-32141, or MIL-DTL-32347 for pouch integrity inspection. When the total shipment is inspected as a single lot, the identity of the items must be maintained and samples must be drawn from each lot in proportion to its size. Homogeneous components are defined as follows: items procured by identical prime documents (identical PCRs, Commercial Item Descriptions) except for items packaged in accordance with MIL-PRF-44073, PCR-C-039, MIL-DTL-32223, MIL-DTL-32141, and MIL-DTL-32347.

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

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

E-2-M. Subcontracts

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

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

(3.) The prime contractor shall furnish with his offer a written certificate to the contracting officer as to the name of the subcontractor(s) utilized, including location and item procured. This includes the suppliers of the flameless ration heaters and packaging and packing materials requiring source inspection by the 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 offeror 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 offerors; and this determination of responsibility shall be based on the same factors as are applicable to the determination of the responsibility of the offeror.

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

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

E-3-A. Quality Assurance Provision for CFM Food Components

When the finished product 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 Provision "9023 General Inspection Requirements", unless otherwise specified by this solicitation. The regulations, file codes, etc. of the respective inspection agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by Provision "9024 Alternative Inspection Requirements for Selected Items" is applicable, unless otherwise specified by this solicitation/contract. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15. Compliance with applicable product and packaging requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the PCR, CID, MIL-document, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. For products procured using both CID and PKG&QAP specifications, the applicable analytical and microbiological requirements, procedures, and testing requirements are specified in the product's PKG&QAP specification unless elsewhere superseded by this document.

Regardless of the Government agency designated cognizance for the support of the Government's quality assurance 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

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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.

The following items do not require contractor paid USDA inspection: candy and chocolate confections, hot sauce, chewing gum, salt, coffee (CID-AA-20184), and sugar.

E-3-B. Quality Assurance Provisions to be used with product packaged and/or processed in accordance with MIL-PRF-44073, Packaging of Food in Flexible Pouches

Inspection of finished product lots packaged and/or processed 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 Performance-based or Product Contract Requirement or Packaging Requirements and Quality Assurance Provisions for CID as applicable, and the provisions cited herein.

NOTE: The following quality assurance provisions are to be used in conjunction with MIL-PRF-44073 and are in addition to those cited in Performance-based Contract Requirements, Product Contract Requirements and Packaging Requirements and Quality Assurance Provisions documents and supersede those documents where applicable. The following quality assurance criteria, utilizing ANSI/ASQ Z1.4, Sampling Procedures and Tables for Inspection by Attributes, are applicable unless otherwise amended herein.

QUALITY ASSURANCE PROVISIONS (PACKAGING AND PACKING MATERIALS)

A. Packaging.

(1) 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 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.

Characteristic ^{1/}	Lot size expressed in	Sample unit	Inspection level
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
High temperature	pouches	1 pouch	S-2
Directional tear	pouches	1 pouch	S-3

^{1/}Compliance to the requirements for O₂TR, WVTR, pouch configurations and dimensions, directional tear, thermal processing, environmental conditions and camouflage may be verified by Certificate of Conformance (CoC).

(2) Filled and sealed pouch testing. The filled and sealed thermoprocessed, high-pressure processed or hot-fill processed pouches shall examined for the characteristics listed in table I 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.

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Characteristic	Lot size expressed in	Sample unit	Inspection level
Residual gas volume	pouches	1 pouch	S-2
Internal pressure	pouches	1 pouch	S-2 ²

^{2/} When a three-seal tester is used, a separate set of samples is required for testing of the closure seal.

(3) Pouch examination. The 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 filled and sealed and thermally processed pouch or high-pressure processed pouch. The inspection level shall be I and the 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.

(4) Examination of sleeve ^{3/}. When applicable, the sleeve 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 sleeves. The sample unit shall be one sleeve. 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.

^{3/} Or separate paperboard insert card when used in lieu of the paperboard sleeve.

E-3-C. Quality Assurance Provision 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/ASQ 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/ASQ Z1.4 shall be used to switch from Tightened inspection to Normal inspection. There will be no "reduced" inspection option. The Government has the right to discontinue Government inspection as cited in ANSI/ASQ Z1.4 or the MPC provision 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, and at the request of the Contracting Officer, 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 the requested corrective action plan is received and approved. The corrective action plan shall contain, as a minimum, the following:

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- 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 effective date(s).
- E. Contractor, subcontractor, or supplier representative responsible for implementing corrective action.

As authorized by the Contracting Officer. Discontinuation of inspection may be invoked by the Contracting Officer when there is a pending action against a contractor to improve the quality of the submitted product/material, a contractor fails to submit a corrective action plan, and/or a corrective action plan is not effective in correcting or in preventing recurrence of root cause of the deficiency.

In addition to the above, the Contracting Officer, at his discretion, may invoke increased inspection for critical defects at origin and/or destination when determined to be in the best interest of the Government.

E-3-D. Analytical/ Nutrient Content Testing Requirements for finished products packaged and/or processed in accordance with MIL-PRF-44073

The following applies to the nutrient content testing for entrees, starches and soups, and fruits found in the PCR or PKG&QAP:

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-E. Quality Assurance Provision for FSR Tuna

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, FSR 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 FSR entree items under USDA/AMS inspection, or if determined to be in the best interest of the government, the FSR 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.

(a) For each lot of tuna produced for offer to the government, finished product contractor testing and USDA verification testing for methyl mercury and histamine content shall be performed in accordance with the requirements, procedures, and testing cited in paragraphs C-2,H and E-5,B,(4) of Packaging Requirements and Quality Assurance Provisions for CID A-A-20155 and in the current contractual documents.

(b) Alternative testing procedure: As an alternative to the methyl mercury and histamine testing procedures specified in preceding subparagraph (a) and with the consent of the contracting officer, end-item USDA verification testing for methylmercury and histamine for each lot may be performed by using a composite sample in accordance with paragraph E-5,B,(5) of Packaging Requirements and Quality Assurance Provisions for CID A-A-20155.

E-3-F. Commercial Sterility Requirement for finished product packaged in accordance with MIL-PRF-44073

Thermally processed pouches shall be free of swelling or microbial activity when tested in accordance with the following commercial sterility test.

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

Meat, poultry, fish, pudding and vegetables: Incubate at $95^{\circ}\text{F} \pm 5^{\circ}\text{F}$ for 10 days, unless otherwise specified by the inspection agency. ^{4/}

Fruit: Incubate at $80^{\circ}\text{F} \pm 5^{\circ}\text{F}$ for 10 days. ^{4/}

^{4/} Select a minimum of one pouch from each retort load. Select pouches from different areas within the retort. For a continuous cooking process, an inspection level of S-3 shall be used to establish sample size.

E-3-G. Additional Sanitary Conditions Requirement for Product Containing Dairy Ingredients and Non-Dairy Creamer

End item food components^{5/} containing dairy ingredients, the end item processing plants, the end item packaging plants, and all plants providing the end item's dairy ingredients must be approved for USDA Grading Service by the USDA, Marketing and Regulatory Programs, Agricultural Marketing Service (AMS), Dairy Grading Program, Washington, DC, 20250, and under 7 CFR, Part 58, prior to start of production. Contractors are responsible for obtaining such inspection and approval as early as necessary in order to meet contract delivery schedules. For information, please contact the inspection services of USDA, AMS, Dairy grading Branch, telephone (202) 720-1671 or (630) 437-5024.

End item food components^{5/} containing non-dairy creamer, the end item processing plants, the end item packaging plants, and all plants providing the end item packager with non-dairy creamer dairy creamer must be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command as cited in paragraph (1) of Provision "Sanitary Conditions" as used in this solicitation.

Suppliers also agree to inform the contracting officer immediately upon notification that a approved manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) of Provision "Sanitary Conditions". The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

^{5/} End item food components except for commercially sterile components and finished components packaged, without further processing, from commercially packaged bulk components.

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

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

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

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

(B.) When the end item crackers are packaged by the ration assembly contractor or at a unit packager other than the cracker manufacturer, the following PCR-C-037 paragraphs are applicable and inspections shall be conducted by the assembly contractor, subject to Government verification:

Paragraphs E,A., Definitions; E,B(1), Product standard inspection; E,B(3), Conformance inspection (for packaging and packing); E-5,B(3), Analytical; E-6,A(1), Pouch material certification; E-6,A(2), Pouch vacuum examination; E-6,A(3), Filled and sealed pouch examination; and E-6,A(4), Seal testing. When calcium and fat testing, required by E-5,B(3) Analytical, are performed by bulk lot, the calcium and fat content of the finished product lot shall be verified by the Government QAR using the USDA certification for calcium and fat content of the bulk lot(s) used to make the finished product lot.

Paragraph E-5,A., Product examination, is required when requested by DLA Troop Support Contracting Officer.

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

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

(1) Crackers packaged within 45 days of production. The contractor shall request and provide the GQAR a Certificate of Analysis (COA) from their bulk cracker supplier and also a copy of their own COA if a verification test (for compliance with moisture and/or pH analytical requirements) is conducted by the contractor at receipt. Government testing and acceptance will be based on the bulk lot testing results if crackers packaged within 45 days of production. Government testing shall be contractor-paid USDA bulk lot testing at origin, however, as an alternative to contractor-paid USDA testing, the contractor may request that government bulk lot testing be performed on receipt by the Department of Defense. If the bulk crackers supplier's COA and/or the contractor's COA indicate(s) noncompliance (applicable if the contractor conducts verification at receipt and results obtained are nonconforming), the Government reserves the right to verify the COA through actual testing by a Government laboratory. In the event that the Government detects irregularity in the contractor's testing system or the cracker producer's, the designated GQAR will withhold approval until Government laboratory test results show that product is conforming. Provision "9024 Alternative Inspection Requirements for Selected Items" shall apply. Government retesting will be performed at the Government laboratory where the original test in question was performed. USDA certification of bulk lot compliance for moisture and pH may be offered to assembly GQAR, in lieu of a COA from the bulk supplier, as contractor's verification of compliance.

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

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

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

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

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

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

E-3-J. End Item Testing.

Compliance with applicable end-item specific technical data requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the food component specification, solicitation, contract, and purchase order and their applicable Packaging Requirements and Quality Assurance Provisions specifications. Regardless of the Government agency designated cognizance for the support of the Government's quality assurance requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

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

E-4-A. Packaging and Packing Materials

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

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

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

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

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

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

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

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

E-4-E. Periodic Review Samples

All food components that are inspected by USDA-AMS will be subject to periodic review sampling and examination/testing during contract production in accordance with the following criteria: For each calendar month of production, the USDA-AMS inspector will randomly select twelve sample units from a conforming lot of each item (i.e., each type, flavor, etc.) produced and inspected for product examination by USDA-AMS. As instructed by DLA Troop Support, the USDA-AMS inspector shall ship nine of the samples, at the contractor's expense, to the addresses below, once per month.

Six samples selected by USDA/AMS will be sent to:

CHIEF, CONTRACT SERVICES BRANCH
USDA, AMS, SCP, SCI DIVISION
1400 INDEPENDENCE AVE. SW
ROOM 0726, SOUTH BLDG.
WASHINGTON, DC 20250-0247

Three samples selected by USDA-AMS will be sent to:

DEPARTMENT OF THE ARMY
RDNS-SEC-EMR
NATICK SOLDIER SYSTEMS CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760
POC: (508) 233-5037

The USDA/AMS inspector shall retain three samples for standby use, and return them to the contractor if not needed.

E-4-F. 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/ASQ 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/ASQ 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/ASQ 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

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produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each subplot during production of the lot), the subsamples must be drawn at random from the subplot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with paragraph "Operational Ration Component Lot Numbers"). All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer. The producer's end item verification inspection results must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

E-4-G. 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:

(a) All corrective actions performed on product due to evidence of insect or rodent activity 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) Any product that is offered to the Government that has been produced using a bulk product or an ingredient product lot(s) that has, at any time, been identified as containing or having contained evidence of insect or rodent activity must be approved by FTR. When product is presented for Government verification, the Government QAR must be informed and provided documentation identifying the evidence of insect or rodent activity and all corrective action taken to render the bulk/ingredient product serviceable.

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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) Any product that is offered to the Government that has been produced using a bulk product or an ingredient product lot(s) that has, at any time, been identified as containing or having contained foreign material must be approved by FTR. When product is presented for Government verification, the Government QAR must be informed and provided documentation identifying the foreign material and all corrective action taken to render the bulk/ingredient product serviceable.

(c) 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.

(d) Retesting/reinspection/rework of product that tested positive for food borne pathogens is not authorized.

(e) 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

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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.

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-4-H. 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

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where the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

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

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

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

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

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

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

E-4-I. Reliability Conditions

(A.) The Government may perform verification inspection (examination, testing or both) to assure that the inspection performed or certificates furnished by the contractor are reliable. Initially, the amount of verification inspection may equal the amount of inspection performed by the contractor. It is the intent of the Government to be able to rely on the contractor so that the amount of verification may be reduced accordingly. In the event the Government determines by means of verification inspection, surveillance of the contractor's inspection activity, or the submission by the contractor to the Government of nonconforming supplies that the contractor's inspection results or certificates from any plant are not reliable, the Government reserves the right to increase the rate or amount of verification inspection to and including full lot-by-lot inspection and to charge the contractor for the costs incurred for any or all Government examinations and tests performed on supplies from the plant/plants determined to be unreliable after such time as the contractor is advised in writing of the particular inspection concerning which his unreliability is established. In addition, the Government reserves the right to sample and inspect for compliance with contract requirements all supplies produced for the Government remaining in the contractor's facilities at the time of notification in an other than reliable status, even though said supplies may have been produced prior to receipt of notification. It is to be especially noted that the Government is contracting for a complete and reliable inspection system as well as a product conforming to all requirements of the contractual document(s). When any element of the contractor inspection system (a particular test or examination of the end item or component) has been determined to be unreliable, the Government reserves the right to consider the inspection system as a whole unreliable, and to return to full lot-by-lot verification (and charge therefore) for each and every examination and test. Examination and testing by the Government and charges to the contractor will continue until such time as the contractor's reliability is again established to the satisfaction of the Contracting Officer. Evaluation of contractor's examination results and review of test results will be accomplished by the Government Quality Assurance Representative (GQAR).

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

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

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

1. For examination characteristics. After the production and examination of not less than three or more than five lots.

2. For test characteristics. After six day's production or after the number of days necessary to produce and test six inspection lots, whichever is greater.

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

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

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

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

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

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

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

examination is performed at a point other than the premises of the contractor, sub-contractor or contractor's freezer or warehouse.

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

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

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

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

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

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

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

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

- 3. Costs devoted to actual travel time will be computed at the current authorized hourly rate, computed to the nearest quarterly hour increment.
- 4. Laboratory testing costs will be assessed at 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-5. FAR Clauses

NOTE: Where “DD Form 250, Material Inspection Receiving Report (MIRR)”, “DD Form 250 (MIRR)”, “DD Form 250”, etc., is cited in the FAR and other Clauses contained in this section, read the citation as “DD Form 250, Material Inspection Receiving Report (MIRR), Wide Area Work Flow Receiving Report, or iRAPT Receiving Report”, as applicable.

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) 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 checked="" type="checkbox"/> <u>Quality Management Requirements Standard</u>	<u>ANSI/ISO/ASQ Q9001</u>	<u>2008</u>	<u>Note 1</u>
<input type="checkbox"/>	_____	_____	_____

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in –

- (1) Any subcontract for critical and coplex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require –
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

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.

NOTICE: The following Federal Acquisition Regulation clauses are incorporated by reference:

52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	(AUG 1996)
52.246-15	CERTIFICATE OF CONFORMANCE	(APR 1984)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(APR 1984)

E-6. PROVISIONS

9003 MEASURING AND TEST EQUIPMENT (JAN 2014)

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) 10012:2003 or American National Standards Institute (ANSI)/National Conference of Standards Laboratories (NCSL) Z540.3 (R2013).

9013 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (SEP 2007)

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.

9023 GENERAL INSPECTION REQUIREMENTS (NOV 2011)**(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 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: When required, examination of unit loads shall be in accordance with DLA Troop Support Form 3507, Loads, Unit: Preparation of Semiperishable Subsistence Items.
- (3) All other: Examination shall be in accordance with the specification.

9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS (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

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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.)

(End of Clause)

NOTE: Amend Distribution as follows: "Original and 1 copy to government inspector of which one copy will be forwarded by the GQAR promptly to DLA Troop Support - FTSB along the results of the Government verification test results. Copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)"

9025 REINSPECTION OF NONCONFORMING SUPPLIES (NOV 2011)

(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

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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.

9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011)

(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.

9044 SANITARY OCNDITIONS (APR 2014)

(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 Public Health Command (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, 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)

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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, Poultry and Egg Inspection Directory,] published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at <http://www/fsis/usda/gov/wps/portal/fsis/topics/inspection/mpi-directory> . 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://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.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.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>. 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.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.

(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/AMSV1.0/getfile?dDocName=STELPRD3651022>) 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 (e.g., 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.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, 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, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: http://www.apd.army.mil/pdffiles/r40_657.pdf) For the most current listing of exempt plants/products, see the Worldwide Directory (available at:

<http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>).

(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.

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

(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.

9046 FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE (NOV 2011)

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.

E-7. INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

(a) The following is applicable to this acquisition:

Inspection at: (X) Contractor's Plant, () Destination, AND

Acceptance at: (X) Contractor's Plant, () Destination, upon execution of Receiving Report in iRAPT by the authorized government representative.

(b) Resultant awards or contract 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: _____

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR**252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS****SECTION F - DELIVERIES OR PERFORMANCE****F-1 Item 0001 FSR Assembly:**

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

F-2 RNC Component Items:

Advance Notice of Shipment – RNC contractors shall provide Notice of Shipment to the assembly destinations to include the scheduled delivery date, the item nomenclature, the lot number and quantity being shipped. Such information shall be provided via facsimile or through the use of IRAPT.

Missed/Late Deliveries – RNC contractors shall provide 10 days notice to the ordering entity, and DLA Troop Support, if a delivery is going to be missed or delivered at a time other than the previously scheduled appointment time.

F-3 Electronic Transmissions:

It is anticipated that the shipping and receipt of RNC components will be done electronically as follows:

In accordance with DFARS clause 252.246-7000, Material Inspection and Receiving Report (MIRR), RNC contractors will transmit their MIRR (DD250) via iRAPT. Upon acceptable inspection by the Government source inspector at the RNC manufacturer an email transmission will be sent to the destination inspection and acceptance authority(s) advising of the shipment. It will be the responsibility of the destination FSR assembly inspector and acceptance authority to input and transmit the results of the Government's inspection and acceptance of the RNC shipment via iRAPT. This electronic process replaces the prior process using paper DD250s.

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:

0.25 Percent increase

0 Percent decrease

This increase or decrease shall apply to .

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**52.242-15 STOP-WORK ORDER (AUG 1989) FAR****52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR****52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (DEC 1989) FAR**

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will

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be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container:

Wood Box [], Fiber Box [], Barrel [], Reel [],
 Drum [],
 Other (specify) _____;

(ii) Shipping configuration: Knocked-down [], Set-up [],
 Nested [],
 Other (specify) _____;

(iii) Size of container:
 _____" (Length), _____" (Width), _____" (Height) =
 _____ Cubic Ft;

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents _____ Lbs;

(vi) Palletized/skidded [] Yes [] No;

(vii) Number of containers per pallet/skid _____;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents

Lbs Cube _____;

(x) Number of containers or pallets/skids per railcar _____ *

(A) Size of railcar _____

(B) Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____ *

(A) Size of trailer _____ Ft

(B) Type of trailer _____

* Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation: ;

(ii) Tender/Tariff: ;

(iii) Item: .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Contract Administration:

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

G-2 Correspondence:

All pertinent correspondence relative to this contract shall be directed to the above office, except requests for acceptance of nonconforming supplies (including requests for deviation from specification) will not be delegated to the above office. Contractor's request for acceptance of nonconforming supplies should be submitted to the assigned Quality Assurance Representative, i.e., U.S. Army Veterinary Inspector (AVI), USDA

Inspection or DCMA QAR as applicable. The QAR should forward your request directly to the Contracting Office with an information copy to the Administrative Contracting Officer (ACO). A copy of correspondence notifying the contractor of acceptance/rejection of waiver/deviation requests will be furnished to the ACO by the Contracting Officer.

G-3 Invoices:

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H-1 Replacement of Defective Components (applicable to RNC components):**

For cases of bulk-packed component items, if upon opening the case or during assembly a number of defective units are discovered in the case which cannot be readily segregated from useable components, e.g. leaking spreads or excessive accessory pack issues, the case shall be removed from the assembly line and upon such verification from the Army Vet Inspector (AVI), the entire case shall be considered defective, and placed on hold. The Contracting Officer shall be given written notice of the defective product including the name and signature of the confirming AVI inspector. The assembler shall include information regarding defective components and replacement of such components in its inventory reports required at H-7 below. Assemblers are reminded that they are financially accountable for all RNC receipted into the assembly facility.

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

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

1. If held in storage more than one, but less than four months to assembly, they shall not be stored at a temperature higher than 60 degrees F.
2. If held in storage four to six months prior to assembly, they shall not be stored at a temperature higher than 55 degrees F.
3. If held in storage greater than six months prior to assembly, special temperature requirements will be established on a case-by-case basis; contractor will contact the Contracting Officer 60 days in advance to establish these requirements.
4. RNC shall not be stored in a frozen state unless approved by the Contracting Officer.

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5. If bulk-packaged components are removed from storage in a frozen condition, they shall not be exposed to high temperatures and/or humidity without first being tempered. Tempering shall be done by raising the temperature to no greater than 40 degrees F the first 24 hours; and to no more than 65 degrees F and 55 percent humidity the second 24 hours. Packaging material shall not be removed prior to completing the tempering procedure.

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

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

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

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

- a. Strict adherence to Good Manufacturing Practices, in accordance with Code of Federal Regulations (CFR), Title 21, Chapter I, Part 110, is required.
- b. An appropriate level of sanitation will be maintained in the bulk product packaging area in accordance with the facility sanitation program.
- c. Personnel involved in packaging operations will be provided with clean white frocks as needed.
- d. The hands of personnel participating in bulk product packaging operations must be clean at all times and free from sores, cuts, and/or abrasions.
- e. Personnel involved in packaging operations will be required to wear head coverings (hat or hair net) and beard nets, when appropriate.

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

Payment to FSR assemblers will be based upon the number of completed cases assembled and delivered. No compensation will be allowed for subassemblies which are not incorporated into completed cases. If, for any reason GFM is provided, all subassemblies which contain RNC components shall become the sole property of the Government and shall be accounted for as residual inventory at the end of each annual production cycle.

Payment to the component contractor shall be made promptly in accordance with the terms and conditions of the component contract. If a prompt payment discount is provided then the assembly contractor should pay in accordance with the discount terms. If such a payment is made, the assembly contractor may keep 50% of the discount savings. The assembly contractors will notify DLA Troop Support of prompt payments

biannually, and a Modification will be issued to recoupe the Governments portion of the prompt payment discount.

H-6 Title of Containers and Packaging Materials: (Applies to RNC)

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

H-7 Special Provisions – Rations National Contract (RNC) - The Assembly

Contractor is responsible for providing the below RNC in accordance with this provision. Below is the complete list of RNC:

a. Delivery/Inspection of RNC Components:

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

Bakery: Lemon Poppy Pound Cake; Tortillas (Plain or Chiptole)

Spreads: Cheese Spread (Plain, Jalapeno); Peanut Butter (Smooth), BBQ Sauce, Fat Free Mayo

Wet Pack Fruit: Applesauce (Regular or Cinnamon)

b. The following requirements apply to any RNC provided under this contract:

1. All component items received will be palletized. The RNC contractor will deliver any RNC components by truck or by rail, to the assembler's plant. The assembly contractor will promptly unload all RNC delivered to the plant.

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

2. Consistent with Section E, it will be the responsibility of the contractor to promptly inspect all RNC arriving at his plant for count, condition, and identity and to promptly annotate bills of lading and any Material Inspection and Receiving Reports (DD Form 250) furnished by the component contractor as to any shortage or damage, after notice to and verification by the Army Veterinary Inspector (AVI). The final responsibility for acceptance of the product, and signing any DD Form 250 submitted, rests with the Government inspector even though this acceptance may be based on the contractor's inspection results. It will be the responsibility of the contractor to promptly transmit the EDI shipment acceptance ASC X 12 856 transactions, or manually forward acceptance DD Form 250 to the following:

Note: The use of iRAPT to record inspection results for RNC is the preferred method in lieu of the use of paper DD250.

3. The assembly contractor shall promptly notify the Rations National Contract vendor and the Contracting Officer of any RNC shipments which are found to be nonconforming and unacceptable for use in the MRE.

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

b. Use of RNC Components:

1. Definitions:

a. "Unusable Subsistence" means a food item which is fit for human consumption but its condition is such that it must be issued within a limited time frame and due to its condition cannot be used as a component within the meal assembly, or a food item which is in such condition as to be unfit for human consumption and which must be destroyed by burning, burial, or other means. Disposition of such supplies will be directed by the Contracting Officer and will be at the expense of the contractor. The contractor is responsible for all handling, storage, preparation for shipment, and authorized destruction for all RNC at no cost to the Government.

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

c. "Assembler's damage" is defined as that damage to RNC ration components which is not attributable to manufacturers damage, concealed damage, inspection incurred damage, or transportation damage.

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

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

2. The contractor shall not incorporate any defective CFM or RNC components into the assembled meals, but shall, at no additional charge to the Government, screen, set aside, store, and handle such defective components in accordance with instruction provided by the Contracting Officer and the provisions herein. The contractor shall segregate all defective RNC components and identify such units with the Government

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representative's guidance and direction, under a RNC damage classification (i.e., manufacturer's, assembler's, or concealed damage). All damaged RNC, after screening by the contractor and verification by the Government representative, shall be reported to the Contracting Officer for disposition. Such information may be submitted on DLA Troop Support Form 2651 or may be submitted via the Inventory report as described in para. e. below. The report(s) shall be submitted on a monthly basis and numbered sequentially, i.e., the first month's report will be #1, the second month's report #2, etc. DLA Troop Support Forms 2651-1, 2651-2, 2651-3, and 2651-4 will be supplied by the assigned Government representative. Monthly damage reports shall be provided to the Contracting Officer no later than the 7th of the following month. Failure to submit applicable DLA Troop Support Form 2651 or other authorized forms, on a monthly basis, will result in the findings by the PCO that the assembler is the cause of delays in the assembly operation by reason of insufficient RNC, and is therefore liable for any resultant costs. The submitted DLA Troop Support Form 2651 or other report must be executed by the Government representative or the document will not be considered valid and therefore will not relieve the contractor of this requirement or of its liability for any assembly shutdown. In addition, nonconformance(s) detected in RNC must be reported to the PCO on a daily basis.

4. In the event that the quantity of such defective RNC components exceeds 5% of the total quantity of that component furnished, an equitable adjustment shall be made in the contract price to compensate the contractor for its costs of storing and handling that quantity and the contract shall be modified in writing accordingly. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the contractor from proceeding with the contract. In addition, the cost data detailing contractor cost, if any, for storage and handling the quantity of defective components in excess of 5% of the total quantity of that component furnished must be submitted within 10 days of completion of the screening operation. If the assembly contractor fails to submit this cost data within 10 days of completion of this operation, then the assembly contractor agrees that it shall absorb the costs of this operation and not charge these to the Government. In the event that the contractor discovers excessive defects for any RNC component, the AVI should be notified immediately, so that they can perform a warranty inspection if such is determined applicable.

5. Assembly contractors shall generally only order the required number of components to build the FSR cases ordered from them. However, the following loss rates shall apply to the total quantity ordered to build FSR cases for a particular year under the RNC:

COMPONENT	ALLOWABLE LOSS
Peanut Butter and Cheese Spread	.0001%
Retort Items	.001 %
Beverage Items	.0003 %
Bakery Items	.0005 %
Accessory Components	.0003 dod%

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

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

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

RNC as of 30 April 2011:

RNC Component: Peanut Butter

	<u>ACTUAL</u>	<u>SCHEDULED+/-</u>	<u>NOTES</u>
Total Quantity Required:	1,800,000	1,800,000	0
Residual & Transfers In:	5,046	0	+ 5,046
RNC Contract Receipts:	912,000	900,000	+12,000
Total Receipts:	917,046	900,000	+17,046
On-Hold:			
Damages:	1,980	0	+1,980
Losses:	267	900	-633
Transfers Out:	0	0	0
Assembled & Shipped Out:	600,000	600,000	0
Work in Process:	<u>2,943</u>	<u>0</u>	+ <u>2,943</u>
Total Used:	605,190	600,900	+4,290
Current Inventory:	311,856	299,100	+12,756
Balance Needed:	882,954	900,000	-17,046

Section H-1 Defective Qty Def: Qty Replaced:

Notes: 1. FSR transfer (DLA Troop Support-FTRC letter of 14 February 2017).
2. ABC Contractor lot #00118.

b. The above Report, or similar contractor report showing the same information, shall be submitted on a monthly basis or whenever requested to the Contracting Officer by email. Reports shall be cumulative and include all inventories through the last day of the inventory month. Reports shall be due to the Contracting Officer by the 7th of the following month, e.g. April 2017 Report shall include all receipts/inventory data through 30 April 2017 and be provided to the Contracting Officer no later than 7 May 2017.

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

d. Liability of the assembly contractor for loss and damages to RNC components

Liability shall be calculated as follows:

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1. A final physical inventory will be performed by the assembly contractor and the results furnished to the procuring Contracting Officer (PCO) with a copy to the DCMA administrative Contracting Officer (ACO), within 14 business days after completion the contract. The final physical inventory will be performed on an item by item basis and at a minimum give the quantities, dates of pack and use status for all components. The contractor will provide any and all resources necessary for DCMA verification of the final inventory at no cost to the Government.

2. Additionally, the contractor shall prepare a final reconciliation as described below and provide this report to the PCO and ACO within 30 calendar days from contract completion. For the purpose of the final inventory reports, contract completion shall be the date the final assembled case is produced and accepted. Failure to comply with these timely submissions may result in the following:

a) The determination that the contractor is not entitled for the value of any and all RNC determined unsuitable for use in the following contract due to the age of such product, if such determination as to the suitability of the subject RNC is made within 21 days from receipt of the contractor's final physical inventory report.

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

3. The contractor will be responsible to reimburse the Government for any and all losses to the components based on the annual final inventory reconciliation report. The following final inventory reconciliation report (including each variety/ flavor of the item) shall be prepared for each RNC component item:

- Quantity Received per Component (including Residuals and other Transfers)
- Quantity Shipped out in Completed Cases
- Quantity Transferred out on DD Form 250s
- Manufacturer, Concealed, and Inspection Damage
- Actual Assembler Damage
- Calculated Residual Quantity

4. The residual figure as calculated above will be compared to the physical inventory. If the actual physical inventory is less than the calculated residual, the contractor will be liable to the Government for the difference in the monetary value of that item. The dollar value will be calculated by multiplying the unit price or the weighted average price of the item by the number of components unaccounted for. Offsets may be made only in the area of homogenous items, described below. Offsets for homogenous items will be made based on the values of the items, e.g. a calculated shortage of \$2,000 for peanut butter may be offset by a calculated overage of \$2,000 for cheese spread. In no event shall the contractor be reimbursed if the value of actual physical inventory exceeds the value of calculated residual.

5. If the contractor's assembler damage exceeds the allowable loss percentage for an item, the contractor will reimburse the Government. The contractor's liability will be calculated as follows: the unit price or weighted average price of the component multiplied by the number of units in excess of the allowable loss. The monetary loss of any one component due to excessive damage cannot be reduced by the savings from another component. Therefore, if the total dollar value of the contract damages (computed as the sum of the total dollar value of the

damages allowed for each individual RNC item) is less than the total dollar value of the damages allowed under the contract, but various individual component items were damaged over the allowable tolerance, the contractor is still liable for the cost of these individual component damages. However, for homogeneous items offsets may be taken. Offsets will be calculated on a value basis as described above. For example, if the actual losses for cheese spread have exceeded the allowable losses but the actual losses for peanut butter, a homogeneous item, are less than the allowable loss quantity, the dollar difference between the actual and allowable losses for peanut butter can be applied to the value of the excess losses of cheese spread to reduce the contractor liability for the cheese spread. This procedure is allowed only for homogeneous items.

6. A 5% surcharge will be added to the total liability for loss and damages to account for administrative handling and transportation charges.

7. Homogeneous items are defined under residual paragraph 4 (above) for like items are:

Spreads: Peanut Butter and cheese spreads
Sugar Beverage Base Type III: All Flavors

e. Shipment/Documentation for RNC: DD Form 250, or other forms approved for use by the Contracting Officer, shall be used for all shipments of RNC from an assembly contractor's plants. This includes and is not limited to return shipments of warranted RNC and RNC transferred from one assembly facility to another.

f. Government Liability for Delinquent Components: The Government will not be liable for assembly delays due to non-availability of RNC components if the MRE assembler does not advise the Contracting Officer in writing at least 10 days prior to such non-availability. In the event of a final assembly shutdown solely due to the lack of RNC components, the Government shall be liable for only those additional and unavoidable direct costs incurred by the contractor as a result of the shutdown. The Government shall not be liable for any claims of unabsorbed indirect costs (i.e.) manufacturing, OH or G&A. Ask Legal

g. The contractor will, if required, continue to store, handle and prepare for shipment or dispose of residual RNC for a period of ninety calendar days after agreement to the final inventory reconciliation has been reached between the contractor and the Government, at no cost to the Government. In the event the contractor storage of RNC exceeds this period, the Government will only be liable for those additional and direct costs incurred by the contractor as a result of this extended storage. Disposition will be in accordance with instructions from the Contracting Officer. The property administrator designated for this contract will be located at the assigned DCMA activity.

H-8 Distribution of Production Progress Reports:

The contractor shall prepare DD Form 375 (Production Progress Report), and DD Form 375C if and as required by the Administrative Contracting Officer.

H-9 Retort Pouches

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Note: In an effort to protect the domestic base 50% of all preformed retort pouches used under this solicitation and resultant contract must be of domestic origin.

SECTION I - CONTRACT CLAUSES**I-1- Contract Provisions****REPLACED BY NOTE 215-9013**

WHEN USED: Solicitations and contracts where the contractor is producing goods at one or more facilities.

PRODUCTION FACILITY CHANGES

(a) The performance of any of the work contracted for in any place other than that named in the contract is prohibited unless specifically approved by the Contracting Officer. Written requests for a change in production facilities must be submitted in writing to the Contracting Officer. Changes in production facilities may be approved, provided :

- (1) Performance by small business or in labor surplus areas as required by the contract will not be changed;
 - (2) The change will not cause a delay in delivery or necessitate a change in the purchase description;
 - (3) The free on board (f.o.b.) point is not changed; and
 - (4) Each request is supported by a price reduction of \$250.00 to cover the Government's administrative costs to process the change.
- (b) The Government reserves the right to deny approval even if these four elements are met.

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
- (End of clause)

52.202-01 DEFINITIONS (NOV 2013) FAR**52.203-03 GRATUITIES (APR 1984) FAR**

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52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR

52.203-08 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (NOV 2016) DFARS

52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) FAR

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

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

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or
(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

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(End of provision)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS(a) *Definitions.* As used in this clause—

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

(1) Is—

- (i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

- (i) Controlled technical information.
- (ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).
- (iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.
- (iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause 252.204-7012, and shall not be used for any other purpose.
- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.
- (5) A breach of these obligations or restrictions may subject the Contractor to—
 - (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS

CONTINUED ON NEXT PAGE

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

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(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information

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that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and
- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

- 252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (MAY 2016) DFARS**
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS**
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR**
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015) DFARS**
- 52.210-01 MARKET RESEARCH (APR 2011) FAR**
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR**
- 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS**

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:
(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

52.215-02 AUDIT AND RECORDS - NEGOTIATION (OCT 2010) FAR

52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) FAR

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

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

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

(1) Any order for a single item in excess of ;

(2) Any order for a combination of items in excess of ; or

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

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

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

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 through *[insert dates]*.

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2014) DFARS

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016) FAR

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR

52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR

52.222-26 EQUAL OPPORTUNITY (APR 2015), ALT I (FEB 1999) FAR

As prescribed in 22.810(e), add the following as a preamble to the clause:

Notice: The following terms of this clause are waived for this contract:

[Contracting Officer shall list terms].

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) FAR

52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2015) FAR

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR

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52.222-50 COMBATting TRAFFICKING IN PERSONS (MAR 2015) FAR

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015), ALT I (MAR 2015) FAR

 (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title:	Document may be obtained from:	Applies performance to in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (AUG 2016) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (AUG 2016), ALT I (AUG 2016) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (AUG 2016) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013) DFARS

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

- “Component” means any item supplied to the Government as part of an end product or of another component.
- “End product” means supplies delivered under a line item of this contract.
- “Qualifying country” means a country with a reciprocal defense procurement

memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

- Australia
- Austria
- Belgium
- Canada
- Czech Republic
- Denmark
- Egypt
- Finland
- France
- Germany
- Greece
- Israel
- Italy
- Luxembourg
- Netherlands

Norway

Poland

Portugal

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)

(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

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(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does not apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)

(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7036 BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (DEC 2016) DFARS

52.226-06 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAR 2009) FAR

(a) Definitions. As used in this clause—

“Apparently wholesome food” means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

“Excess food” means food that—

(1) Is not required to meet the needs of the executive agencies; and

(2) Would otherwise be discarded.

“Food-insecure” means inconsistent access to sufficient, safe, and nutritious food.

“Nonprofit organization” means any organization that is—

(1) Described in section 501(c) of the Internal Revenue Code of 1986; and

(2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (Pub. L. 110-247), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) Costs.

(1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) Flowdown. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

(End of clause)

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252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR

52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

52.232-01 PAYMENTS (APR 1984) FAR

52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

52.232-25 PROMPT PAYMENT (JUL 2013) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-01 DISPUTES (MAY 2014) FAR

52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016) DLAD

(c) The offeror should check here to opt out of this clause:

. Alternate wording may be negotiated with the contracting officer.

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2015) FAR

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252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013) DFARS**52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR**

*** *

(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 [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]—

*** *

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within [Contracting Officer shall insert specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect"].

*** *

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR**252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS****252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS****52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR****52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR****52.251-01 GOVERNMENT SUPPLY SOURCES (APR 2012) FAR****252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012) DFARS****52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

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

(End of Clause)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR**252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015) DFARS****252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);

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- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

I-3 Food Defense:

The DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflict, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DLA Troop Support to take steps and insure steps are taken by its contractors to prevent the deliberate tampering and contamination of subsistence items.

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers, as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism.

The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DLA TROOP SUPPORT Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

The offeror's Food Defense proposal shall be part of any contract awarded. The contractor's Food Defense Plan (Plan) may be audited by the AVI or the DLA Troop Support Quality Audit Team. Failure to comply with provision of the Plan will be considered a failure by the contractor to comply with the terms and conditions of the contract.

I-4 Surge and Sustainment:

Surge and Sustainment (S&S) Requirements

This solicitation includes items that are critical to support Department of Defense's ability to conduct contingency operations. These items are designated as surge and sustainment items. The S&S item (0001) is identified in the schedule of supplies. The objective of the S&S in this solicitation is to obtain contractual coverage to meet the S&S requirements for a Monthly Wartime Rate (MWR) or other delivery terms of the identified items in the schedule. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors are required to meet the terms and conditions of S&S requirements. Offerors are evaluated on their ability to meet the terms and conditions of the S&S requirement. The following information defines the requirements of the Defense Logistics Agency (DLA) S&S requirements:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and or accelerated delivery requirements, using production and or supplier base capabilities, in support of DoD contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and

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delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S are identified on an individual item basis, based on the Services' wartime planning requirements. The company profile and the "Committed Time-Phased Surge" production data shall be the Production Surge Plan under the contract, and the contractor shall be obligated to accelerate deliveries under the terms of this clause up to the quantities entered in the Production Surge Plan. S&S quantity and delivery requirements are above and beyond the production requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously referred to as the "Surge Plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping (e.g., S&S quantity and delivery requirements is for 10 feet of wire every 30 days, and the wire is sold to the Government in 100 ft rolls. A single delivery of one roll in the first 30 days would meet the requirement for ten 30-day delivery periods).

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements (e.g., the schedule calls for 20 o-ring seals each 30-day period, but the vendor needs a 30 day ramp up and could deliver 40 in the second period and 20 each delivery period thereafter).

(d) Agreement to Participate in S&S Validation/Testing. The supplier agrees to participate in S&S validation/testing as required by the Government to validate the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on items, identified in the solicitation/contract, by the Industrial Specialist and occur through final contract delivery. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources, and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(e) Supplier Notification of S&S Capability Changes. Changes that negatively impact S&S capability must be reported in writing to the CO within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to Surge and Sustainment (a) for instructions on submitting changes to the CAP.

(f) Government Changes, Additions and Deletions to S&S Requirements. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the CAP during the contingency.

(g) Early or Unexpected S&S Requirements. The supplier agrees to support S&S requirements to the maximum extent practicable (1) prior to the supplier achieving full S&S capability agreed to in the CAP, or (2) for requirements exceeding those agreed upon in the CAP. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the contractor of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S quantities and the S&S quantities agreed to in the CAP during the contingency.

(h) Return of Unused Government Furnished Material. The contractor shall agree to return any and all unused Government Furnished Material (RNC), used in times of Surge and Sustainment, to DLA TROOP SUPPORT after completion of the contract.

By submissions of offer, Offeror agrees to accelerate deliveries up to the quantities entered in the table below:

First Strike Ration Surge Requirements					
Days	0-45	46-75	76-105	106-135	136-165
Requirements (cases)	4,800	6,720	9,600	14,400	16,320

I-5 Integrated Pest Management Plan:

Integrated Pest Management (IPM) Program Requirements for Operational Rations Applicable to all Operational Rations Facilities

28 April 2011

I. Scope and Applicability:

All contractors and/or subcontractors who manufacture, repack, store, assemble, or ship Rations National Contract (RNC) and/or Contractor Furnished Material (CFM) used in the production and/or assembly of operational rations are required to have an integrated pest management program in place. The IPM program implemented needs to adequately protect products from infestation and/or contamination by insects (or other arthropods), rodents, birds, or other animals. Contractors/ subcontractors supplying other than subsistence items for the Operational Rations programs are exempt from this requirement. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into

CONTINUED ON NEXT PAGE

associated food manufacturing and assembly facilities.

The IPM program implemented shall comply with the Federal Food, Drug and Cosmetic Act; the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) as amended; and any regulations promulgated there under.

SECTION RESERVED

Contractors and/or subcontractors of products with **Higher Level Quality Requirements** (documented Quality Systems Plan required) must submit the following to DLA Troop Support-FTS as part of their Quality System Plan:

A statement on whether service is in-house or provided by an external provider. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.

A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.

A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.

If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)?

The IPM program shall be in existence prior to contract award. The program will also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to ensure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under unsanitary conditions.

II. Integrated Pest Management (IPM) Program Concepts

A. IPM may be defined as "the use of all appropriate technological and management techniques to bring about an effective degree of pest prevention and suppression in a cost-effective, environmentally sound manner". Accordingly, the goal of IPM is to minimize the adverse environmental impact of pesticides while achieving an acceptable level of control and cost effectiveness. The single most important aspect of IPM in the food processing and storage industry is SANITATION.

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.

2. Continuous product and facility inspections to include a pest surveillance program, utilizing pheromone surveillance technology.
3. Proper facility design, maintenance, and physical pest exclusion.
4. Proper stock handling and warehousing techniques.
5. Appropriate use of mechanical pest control techniques and trapping strategies.
6. Proper selection and application of pesticides, using those of least toxicity where feasible.

III. IPM Program Required Elements* *This section (III.) contains those required elements of the IPM program for Operational Rations which should be addressed in the program implemented. All program elements should be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing to DLA Troop Support- FTSB thru the Contracting Officer for consideration.

Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.
2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.
3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris will be disposed of immediately. Waste receptacles will be kept covered at all times.
4. Inbound conveyances will be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation will be immediately reported to DLA Troop Support. Outbound conveyances will be inspected and rendered sanitary and pest free before loading.
5. Damaged product will not be placed in the general storage area. Damaged product discovered in the general storage area will be removed to a designated rework/salvage area. The rework/salvage area will be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, will be expeditiously disposed of with the approval of the Contracting Officer when required.
6. Ingredient mixing/batching rooms/areas will receive detailed attention to sanitation requirements. Product residues associated with such operations will not be allowed to accumulate.
7. The facility grounds will be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters will be kept covered at all times.

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B. Product/Facility Inspections and Pest Surveillance

1. All incoming products and materials, including packaging and packing materials will be inspected upon receipt for evidence of pest infestation/contamination. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.

2. Daily facility walk-through sanitary inspections should be conducted in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

NOTE: The procedures in the following paragraph 3 must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program.

3. Insect surveillance will be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items. **NOTE: If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.**

a. Pheromone traps will be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures will be periodically changed in accordance with the manufacture's recommendations. Damaged and/or dirty traps will be changed when necessary.

b. Trap monitoring should be accomplished jointly by contractor and pest control subcontractor personnel when an external service provider is used. The in-plant Government Quality Assurance Representative (GQAR) shall have access to the monitoring records. Reports of activity over an extended period without action being taken shall be reported to the Contracting Officer and DLA Troop Support-FTS. A written corrective and preventive action plan from the contractor will be requested if the problem persists.

c. If insect activity is observed within contractor facilities by the GQAR during the course of contract operations, exclusive of pheromone traps and electrocution devices, the GQAR shall immediately, verbally, notify the contractor and confirm this in writing. A copy of the written report shall simultaneously e-mailed to the Contracting Officer and DLA Troop Support-FTS. The contractor shall take immediate action and submit a written corrective plan (including specimen identification by the Contractor's Pest Management Company or Qualified Pest Management personnel) within 5-working days to the Contracting Officer and DLA Troop Support-FTS.

C. Facility Design, Maintenance, and Pest Exclusion

1. Roofs and walls will be maintained in a good state of repair to prevent leaks and accumulations of standing water.

2. All holes or gaps in interior and exterior walls will be sealed as necessary on a continual basis.

3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, will be properly screened.

4. All door entrances will be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors will be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation will be fitted with framed screen inserts to prevent insect entry.

5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients will be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches will be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, will be located at the lowest levels and consolidated for ease of monitoring and surveillance.

2. Two or more infestible components will not be located on a single pallet.

3. Proper stock handling practices, designed to minimize product damage, will be enforced throughout the course of contract operations.

4. Commercial ingredient items of an infestible nature will be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items will be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

1. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices will be included.

2. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.

3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.

4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices will be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

F. Pesticide Selection and Application

1. Applicator and Pesticide Documentation

a. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), will only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/ certifications for in-house (contractor) personnel applying "Restricted Use" pesticides on the premises will be provided. Legible copies of product labels for any "Restricted Use" pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

b. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for in-house personnel applying "General Use" pesticides on the premises will be provided, if not commercially certified as above. Legible copies of product labels for any "General Use" pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

2. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides will be left to the discretion of the contractor or the pest control subcontractor. Pesticide application and treatment records will be kept for each facility treated and will be maintained for a minimum of one (1) year. These treatment records will be made available to the Government upon request and will be reviewed during Quality Systems Audits or other visits to the establishment.

Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), will be applied in accordance with MPI directives and with the approval of the GQAR in Charge.

In no case will product, pouches/pouch material, meal bags/material, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

3. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations will be of the tamper proof type and secured for safety. The locations of the exterior bait stations will be indicated on the facility maps or layouts. Rodenticides will not be used in processing, assembly, or storage areas.

4. If a requirement exists for the use of toxic rodent tracking powders, a DLA Troop Support entomologist will first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.

5. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. If fumigation is necessary, DLA Troop Support may request the source of the capability and a copy of the subject certification be provided.

Retorted and pouch sealed components, as well as final assembled rations, will not be fumigated unless authorized by the Contracting Officer (and as recommended by the DLA Troop Support Food Safety Office or

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DLA Troop Support-FTS).

IV. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to an IPM program which impacts products intended for Government use will be submitted to the Contracting Officer for evaluation by a DLA Troop Support-FTS before implementation.

B. The Contracting Officer shall be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic and/or e-mail notification to the Contracting Officer and DLA Troop Support-FTS is required by the contractor and/or the GQAR as applicable.

C. The GQAR and/or DLA Troop Support-FTS will inform contractors of unfavorable pest situations, as they are determined or observed during daily sanitary inspections or during audits. The contractor is required to submit a corrective and preventive action plan describing what actions are being taken to correct the unfavorable situation.

The requirements of the solicitation, contained in section I-2 through I-5 above, will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

The successful awardee(s) will be required to maintain an acceptable S&S Capability Assessment Plan (CAP), Quality System Plan (QSP), Integrated Pest Management Plan, and Food Defense Plan throughout the life of the contract. The awardee(s) must have its QSP, Integrated Pest Management Plan, and Food Defense Plan approved by the contracting officer within 45 calendar days after the award date. Failure to receive an acceptable rating on any one or more of these documents within 45 calendar days after the award date will be a breach of the contract for which the Government may exercise its available rights, including, but not limited to, terminating the contract.

NOTE: If the requirements referenced above have already been submitted and an up to date document is on file at DLA Troop Support, please reference the document and the solicitation number that it was submitted for.

I-6

All offers containing more than two decimal places, whether for the initial proposal or subsequent delivery orders, will be rounded to the nearest two digits for evaluation.

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Description	File Name

ATTACH.FSR Technical Data	ACR-F-09 18 Apr 17.doc
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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

252.203-7994 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (NOV 2016) DFARS

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (OCT 2015) DFARS

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015) DFARS

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

- [X] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- [X] (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
- [X] (iii) 252.225-7020, Trade Agreements Certificate.
- [] Use with Alternate I.
- [] (iv) 252.225-7022, Trade Agreements Certificate—Inclusion of Iraqi End Products.
- [] (v) 252.225-7031, Secondary Arab Boycott of Israel.
- [X] (vi) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.
- [] Use with Alternate I.
- [] Use with Alternate II.
- [] Use with Alternate III.
- [] Use with Alternate IV.
- [] Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

52.207-04 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM _____

QUANTITY _____

PRICE QUOTATION _____

TOTAL _____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

252.209-7003 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS—REPRESENTATION (MAR 2012) DFARS

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2014 APPROPRIATIONS (FEB 2014) DFARS

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

(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 FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division 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)

52.225-18 PLACE OF MANUFACTURE (MAR 2015) FAR

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

CONTINUED ON NEXT PAGE

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014) FAR

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<http://assist.daps.dla.mil>);

(2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE, EMERGENCY PREPAREDNESS, AND ENERGY USE PROGRAM (APR 2008) FAR

Any contract awarded as a result of this solicitation will be () DX rated order; () DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

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

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. 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 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

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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 cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(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.

(End of provision)

52.216-01 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a contract resulting from this solicitation.

(End of provision)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) FAR

L06 AGENCY PROTESTS (DEC 2016)

52.252-01 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):

<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/>.

(End of Provision)

52.233-02 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from James A. Lecollier. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Clause)

L-2 Submission of Offers:

DLA Troop Support will use overall Lowest Price Technically Acceptable source selection award procedures for this acquisition. Offerors must ensure that they complete and submit all requirements of the solicitation. Additionally, vendors must submit a separate technical proposal in accordance with paragraph L-3 below. A separate business (cost/price) proposal, in accordance with paragraph L-4 below, and the completed solicitation must also be submitted. Information and all Product Demonstration Models (PDMs) must be received no later than the time and date set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraph L-3 and L-4 to facilitate the Government's proper, thorough, and timely review of your proposal. The complete proposals should be specific, stating clearly how you will meet all the requirements of the solicitation. Failure to furnish all of the required information and PDMs by the time specified in the solicitation may be cause for rejection of the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

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The use of e-mail is authorized in the transmission of proposal revisions. Any such e-mail transmissions should be sent to the Contracting Officer and Contract Specialist. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, if applicable, will be designated in that request. Transmissions shall meet the requirement found at FAR 15.208(b)(1).

Note: the use of e-mail is not authorized for the transmission of initial proposals.

Your proposal must be prepared in separate parts as follows:

Part	Title	# of copies
1	Completed Solicitation	1
2	Technical Proposal	5
3	Business Proposal (Prices)	5

It is the intention of the Government to make a single award.

a) The award which will represent the greatest value to the Government in accordance with the evaluation criteria stated below.

b) It is the objective of DLA Troop Support that each firm comprising the current industrial base receive a contract under this acquisition in order to ensure that these firms will be available to timely meet the Armed Services' or other Agency's crisis requirements for operational rations in the event of a military contingency or national/international emergency. While it is the objective of the Government to make awards to all such firms, there is no guarantee it will do so.

L-3 Technical Proposals:

The following information is required for technical proposals:

Product Quality/Product Demonstration Models (PDMs)

1. Vendors must submit PDM's for First Strike Ration. Product Demonstration Models (PDMs) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDMs will become the property of the Government and will not be returned to the offeror. Failure to submit PDMs may result in rejection of an offer. Analytical and microbiological test results, wherever required, must be submitted with PDMs.

2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on a production line, which will result in rejection of the product.

3. Offerors shall certify that the PDM(s) conforms to all specification/production

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description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may result in rejection of the offer. Offerors shall also warrant that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. Product from any resultant contract that does not conform to all requirements shall not be accepted by the Government.

4. PDMs shall be submitted for all FSR component items as listed in Section B-7 "Component Items"

A total of 106 PDMs of each item shall be submitted as follows:

A total of 32 PDMs of each item should be sent to:

DEPARTMENT OF THE ARMY
RDNS-SEC-EMR (Jill Bates)
NATICK SOLDIER SYSTEMS CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760

Note: The end or side of the Case should have a sticker, or be printed on the case, with the following information:

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

Inside the Case, along with the 32 PDMs, should be the required paperwork fully identifying the item, the lot number, the contractor, the subcontractor (i.e., supplier of CFM accessory-pack items and bulk-packed food items¹), the solicitation number, the type of ration, the type of PDM (i.e. Initial); analytical and microbiological test results; or any other information to assist in identifying the product and conducting the evaluation.

A total of 70 PDMs shall be sent to the cognizant in-plant Government inspector (GQAR) 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 PDMs and identifying the PDMs as from the same production lot as those submitted to Natick. The offeror shall submit this statement(s) with its balance of PDM submitted to DLA Troop Support.

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The remaining 4 PDMs for each item shall be mailed along with your technical proposal to DLA Troop Support (Attn. Matthew Conroy) at the address indicated on block 8 of the SF33 and must come from the same product lot code as those submitted to Natick and the GQAR.

Offerors may direct proposed subcontractors to submit Initial PDMs directly to Natick on their behalf. In those instances, the offeror shall send written notification of subcontractor submissions to Natick and such PDMs must be clearly labeled for which offeror(s) they are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated and results reported on behalf a contractor until written notification from that offeror is received. This consideration does not relieve the offeror of the full responsibility for submitting all PDMs in a timely manner. Late submissions of PDMs may be the basis for rejection of the proposal. The Offeror shall provide a complete list of its PDMs submitted, with its technical proposal, to include: item, source of supply name and address, and item lot number.

Offerors may cooperate to submit in-common product-code PDMs directly to Natick on behalf of two or more offerors. In those instances, the offeror submitting the samples will send written notification of submissions to Natick and such PDMs must be clearly endorsed by those offerors for whom the samples are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated until written notification from all the involved offerors is received. This consideration does not relieve the involved offerors of the full responsibility for submitting all PDMs in a timely manner. Late submissions of PDMs may be the basis for rejection of the proposal. The involved Offerors shall provide a complete list of their PDMs submitted, with their Technical proposal, to include: item, source of supply name and address, and item lot number.

******NOTE: IF AN OFFEROR HAS A CURRENTLY ACCEPTABLE PRODUCT DEMONSTRATION MODEL FOR ANY OF THE COMPONENTS LISTED IN SECTION B-7, THE OFFEROR IS NOT REQUIRED TO SUBMIT A "PDM" FOR THAT COMPONENT. THE PRODUCT DEMONSTRATION MODEL MUST HAVE AN ACCEPTABLE STATUS BY THE SOLICITATION CLOSING DATE.**

*If an Offeror chooses to reference a currently acceptable PDM as part of their proposal, the following chart, or one of a similar format must be filed out and included in their Technical Proposal:

NSN	Contract #	Vendor Name	Lot #	Date Accepted

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NOTE: The offeror is encouraged to attach supporting documentation of acceptance to corresponding component items

Offerors may submit PDMs to Natick for evaluation anytime after solicitation issuance. However, PDMs and documentation must be submitted by the deadline for receipt of proposals to the Business Opportunities Office (BOO) at DLA Troop Support with the aforementioned supplier and lot number information.

L-4 Business Proposal:

- a. The Government reserves the right to require information other than cost or pricing data, as defined at FAR 15.403, or cost and pricing data, as applicable and if required to determine price reasonableness of any offer(s).
- b. Prices shall be submitted for all Tiers.

Pricing should reflect the range between the minimum and maximum quantities. Offerors are requested to offer one price per tier representing this entire range.

First Strike Ration (FSR):

- Tier One \$_____
- Tier Two \$_____
- Tier Three \$_____
- Tier Four \$_____
- Tier Five \$_____

L-5 Pricing Spreadsheets

Below is the pricing spreadsheet for Base Year and Option Years. Offerors will be required to submit pricing for the base year and all option years on a Microsoft Excel version, available upon request.

SPE3S1-17-R-0007**NOTE: FILL IN YELLOW SHADED CELLS.****NOTE: DO NOT REARRANGE OR CHANGE SPREADSHEET FORMAT. DO NOT FILL IN GRAY SHADED CELLS.**

Item Description	Qty Per Case	BASE YEAR		
		Cost Per Unit	Cost Per Case	Firm Fixed Cost/Cs
First Strike Ration NSN: 8970-01-584-8759				
BBQ Sauce				
Beef Snack, Sticks, Teriyaki				
Beef Snack, Strips, BBQ				
Beef Snack, Strips, Teriyaki				
Beverage Base, Type II, Fruit Punch				
Beverage Base, Type II, Grape				
Beverage Base, Type II, Lemonade				
Beverage Base, Type II, Lemon-Lime				
Beverage Base, Type II, Orange				
Beverage Base, Type II, Tropical Punch				
Beverage Base, Type III, Cranberry-Grape				
Beverage Base, Type III, Lemonade				
Beverage Base, Type III, Raspberry				
Caffeinated Chocolate Pudding				
Cake, Lemon Poppy Pound				
Candy, Caffeinated Mints, Peppermint				
Cheese Spread, Jalapeno				

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Cheese Spread, Plain				
Chewing Gum, Xylitol, Cinnamon				
Chewing Gum, Xylitol, Peppermint				
Chicken Chunks				
Chicken, BBQ				
Chicken, Garlic Herb				
Chocolate Protein Shake				
Coffee				
Crackers, Plain				
Creamer, Non-Dairy				
Dairy Shake, Strawberry Banana				
Dairy Shake, Vanilla				
Dessert Bar, Chocolate Banana Nut				
Dessert Bar, Mocha				
Dessert Bar, Peanut Butter				
Energy Gel, Mixed Berry				
Filled Apple Turnover				
Filled Blueberry Turnover				
Filled Cinnamon Bun				
Filled French Toast				
Filled Snack Cracker, Cheddar				
Filled Snack Pretzel, Cheddar				
Filled Wrap, BBQ Pork				
Filled Wrap, Mexican Beef				
FIRST STRIKE BAR® Bar, Mini, Apple-Cinnamon				

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FIRST STRIKE BAR® Bar, Mini, Chocolate				
FIRST STRIKE BAR® Bar, Mini, Cran-Raspberry				
FIRST STRIKE BAR® Bar, Mini, Mocha				
Fruit, Applesauce				
Fruit, Applesauce Cinnamon				
Fruit, Dried Cranberries				
Fruit, Raisins				
Gum, Caffeinated Cinnamon				
Gum, Caffeinated Peppermint				
Hand and Body Wipes				
Hot Sauce, Buffalo Style				
Hot Sauce, Extra Hot				
Matches				
Mayonnaise, Fat Free				
Nut Fruit Mix, Type II				
Nuts, Almonds, Smoked				
Peanut Butter, Smooth				
Re-Closeable Plastic Bag				
Salt				
Sandwich, BBQ Chicken				
Sandwich, Beef Nacho				
Sandwich, Breakfast Bacon Cheddar				
Sandwich, Honey BQQ Beef				
Sandwich, Italian Style				
Sandwich, Pepperoni				

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Snack Bread, Italian, Single				
Snack Bread, Multigrain, Single				
Snack, Corn Kernels, BBQ				
Snack, Corn Kernels, Plain				
Snack, Pretzels, Sticks				
Spoon (Ability One Mandatory Item)				
Spread, Cheddar Potato Bacon				
Sugar				
Toaster Pastry, Brown Sugar Cinnamon, Whole Wheat				
Toaster Pastry, Frosted Chocolate Chip, With Swirled or Drizzled Icing				
Toilet Tissue (Ability One Mandatory Item)				
Tortilla, Chipotle				
Tortillas				
Trail Mix, Recovery				
Tuna, Albacore				
Tuna, Lemon Pepper				
Tuna, Sweet and Spicy				
Turkey Snack, Smoked				

L-6 Additional Submission Requirements:

1. **Food Defense Plan:** In accordance with Food Defense requirement identified in Section I-2, the offeror shall submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. An electronic copy of the DLA Food Security Checklist is available at https://www.troopsupport.dla.mil/subs/fs_check.pdf

2. Integrated Pest Program: Contractors and subcontractors of products with Higher Level Quality Requirements (documented Quality Systems Plan required) must submit the following to DLA Troop Support-FTS as part of their Quality System Plan (see section I-5 for further details):

- a. A statement on whether service is in-house or provided by an external provider. If service is in-house, a copy of the employee's current pesticide applicator certificate/license shall also be submitted. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.
- b. A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.
- c. A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.
- d. If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)

3. Surge and Sustainment (S&S):

Offerors shall provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a validation/test Plan. Offerors shall submit a CAP that describes the method and capability to meet the surge requirements identified in the solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and all other information contained in Section I-4, Surge and Sustainment (S&S) Requirements, of the solicitation. Offeror must complete and print the CAP summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part of the offer. For Subsistence items, use the industrial capability questionnaire tool through the SPIDERS website at: <https://spiders.dla.mil/Gateway/Portal/Pages/Home.aspx>

Additionally, the offeror must submit a company profile and surge production data on line through the DLA Troop Support Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) website at <https://spiders.dla.mil/Gateway/Portal/Pages/Home.aspx>. A printed copy of the company profile and the "Committed Time-Phased Surge" production data must also be returned with this solicitation. This information shall be the Production Surge Plan under the contract, and the contractor shall be obligated to accelerate deliveries under the terms of this clause up to the quantities entered in the Production Surge Plan. See Surge and Sustainment (S&S) Requirements (Oct 2008).

The offer shall fully describe and support how it will increase its delivery capacity from the Maximum order quantity(s) in clause 52.216-19 Order Limitations to the time-phased deliveries committed in the Surge Option Production Surge Plan. Supporting details should address manpower, equipment, facilities, and material management.

***Refer to Surge Requirements chart in Section I-4.**

4. **Quality Systems Plan:** Refer to Section E for information on the Quality Systems Plan (QSP).

****NOTE: OFFERORS THAT HOLD ANY ACCEPTABLE PLAN(S) MAY NOT BE REQUIRED TO SUBMIT DOCUMENTS FOR THAT PLAN. THE OFFEROR MUST PROVIDE REFERENCE TO THE CONTRACT THAT THE PLANS WERE FOUND ACCEPTABLE WITH ITS CORRESPONDING DATE. DLA TROOP SUPPORT WILL DECIDE WHETHER OR NOT THE REFERENCED PLANS CAN BE ACCEPTED FOR THIS CONTRACT.**

****NOTE: THE ABOVE NOTE DOES NOT APPLY TO THE SURGE & SUSTAINMENT PLAN. AN S&S PLAN MUST BE SUBMITTED FOR THE FIRST STRIKE RATION.**

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 Qualification for Award:

Pursuant to the authority of 10 U.S.C 2304 c(3), competition under this solicitation will be limited to those vital contractors that comprise the industrial base to supply the First Strike Ration (FSR) in order to ensure they are kept available as an adequate industrial base in the event of a national emergency.

M-2 Source Evaluation and Selection Procedures:

A. Overview: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. The evaluation factors will be evaluated separately, and then an assessment of the offer will be made by the Contracting Officer. If a decision is made to hold discussions, the Contracting Officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one or more proposals will be selected for award by the SSA, as described in paragraph (B), below. The source selection authority's assessment will strive to determine the overall acceptability of each offer and judgment on the part of the Government evaluators is implicit in the entire process.

B. Evaluation Process:

1. **Technical Evaluation:** Offerors are required to submit a technical proposal as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical requirements specified in section M. Proposals so technically deficient as to make them incapable of being made technically acceptable will be rejected, and excluded from the competitive range. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

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2. **Business Evaluation:** Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305.

3. **Selection:** The final technical and business evaluation reports will be furnished to the Contracting Officer. When offers are determined to be technically acceptable for non-price factors the price evaluation will be conducted and award made based on the overall lowest price to the Government.

M-3 Evaluation Factors for Award (Evaluation Criteria):

The Government will use Low Price Technically Acceptable best value continuum procedures, specifically the overall lowest price technically acceptable process, in evaluating proposals. The Government will make award to the responsible offerors whose proposals conform to the minimum requirements of the solicitation. An award will be made to the acceptable offer that results in the lowest overall price to the Government

Evaluation of Product Demonstration Models (PDMs):

Evaluation of FSR PDMs:

The Government shall evaluate Initial PDMs for compliance with product specifications and for compliance with the sensory characteristics designated and defined in the product's technical documents. These sensory characteristics, namely appearance, odor, flavor, and texture (or combination thereof where dictated by the product's technical documents), shall represent distinct sensory characteristic categories and shall be evaluated by category by panelist. Each panelist shall assign to each sensory characteristic category a quality rating by using a 9-point quality scale, where 9 is the highest rating and 1 the lowest rating. The mean value of the panelist's ratings for each sensory characteristic category shall be determined.

Natick shall assign an overall quality scale rating to each Initial PDM that it evaluates. The overall rating shall be equal to the mean score of the lowest-rated sensory characteristic category. For each Initial PDM, an overall quality rating of 6.00 through 9.00 shall indicate an acceptable rating and an overall quality rating of 1.00 through 5.99 shall indicate an unacceptable rating.

Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

DLA Troop Support shall use Natick's quality scale ratings for each component evaluated to conduct an overall PDM evaluation on an acceptable/unacceptable basis. The evaluation *will* be based on the number of acceptable/unacceptable ratings received for all the items evaluated. The evaluation by DLA Troop Support *will* result in an overall acceptable/unacceptable determination, where an offeror must be acceptable in order to be considered for award. To be considered acceptable an offeror can have no more than 3 individual PDMs receiving a unacceptable rating.

Vendors shall have one opportunity to correct any deficiencies found during the

evaluation of PDMs submitted as part of the initial proposal and have their MORE PDM pass evaluation. **Vendors are advised that if they have more than 3 unacceptable PDMs after the second evaluation, their proposal will be determined to be technically unacceptable and they will not be considered for award.**

The Government shall, however, require each PDM to be rated overall as "Acceptable" in order to commence production. In a scenario where a vendor has 3 or less unacceptable PDMs, allowing them to pass the overall PDM factor and be acceptable for award, the vendor will be allowed additional opportunities to correct the remaining PDMs prior to commencing production.

Revised or alternative PDMs submitted during negotiations shall be evaluated for the same criteria detailed above.

M-4 Price Evaluation:

Price evaluation is based on the unit of issue, case (CS). Other component prices are obtained for determining the comparison with future alternate components and will be evaluated for balance only. Award will be made to the offeror(s) whose proposal is the lowest price technically acceptable. The component prices and case prices will be evaluated for balance. The Government will evaluate offers for award purposes by adding the total price for all tiers to the total price for the basic requirement.

M-5 Additional Evaluations

Required submissions will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

1. The Foods Defense Plan will be evaluated to determine acceptability.
2. The Integrated Pest Management Plan will be evaluated to determine acceptability.
3. Surge and Sustainment (S&S)

Surge and Sustainment capability is a requirement in this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP). The offeror's proposal may be deemed unacceptable for failure to submit the required S&S information in accordance with the solicitation. The Government reserves the right to require additional information if necessary.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit. The CAP must demonstrate the offeror's ability to provide the S&S quantity and delivery as specified in the SPIDERS plan submission; the technical merits of the offerors ability to meet the proposed quantity and delivery requirements; and the ability to achieve these without Government investment

4. The Quality Systems Plan will be evaluated to determine acceptability.

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