

SOLICITATION, OFFER AND AWARD 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) RATING PAGE 1 OF 92 PAGES

2. CONTRACT No. 3. SOLICITATION No. SPE300-15-R-0011 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 2014 NOV 13 6. REQUISITION/PURCHASE No. 1000030926

7. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA CODE SPE300 8. ADDRESS OFFER TO (If other than Item 7) See Block 7

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 2014-Dec-16 (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 Alex Telenson PSPTABG B. PHONE/FAX (NO COLLECT CALLS) Phone: 215-737-3726 C. EMAIL ADDRESS alex.telenson@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

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

CAUTION NOTICE - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

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

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

CONTINUED ON NEXT PAGE

SECTION B

SUPPLIES/SERVICES: 8970-01-467-1753

ITEM DESCRIPTION:

Menus no. 1-12, 12 meals/box, ACR-C-014

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	8970-01-467-1753 MEAL,COLD WEATHER,	1.000	BX	\$ _____	\$ _____

PRICING TERMS: Fixed Price with Economic Price Adjustment

BASE PERIOD

SUPPLIES/SERVICES: 8970-01-467-1753

CLIN Price	Delivery (in days)
0001 \$ _____	0120

OPTION 01

SUPPLIES/SERVICES: 8970-01-467-1753

CLIN Price	Delivery (in days)
0001 \$ _____	0120

OPTION 02

SUPPLIES/SERVICES: 8970-01-467-1753

CLIN Price	Delivery (in days)
0001 \$ _____	0120

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 120 DAYS ADO

PREP FOR DELIVERY:

SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

Markings Paragraph

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 8970-01-467-1753 CONT'D

When ASTM D3951, Commercial Packaging is specified, the following apply:

- ,All Section "D" Packaging and Marking Clauses take precedence over ASTM D3951.
- ,In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack.
- ,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

GOVT USE

ITEM	PR	External		External	External	Customer RDD/
		PRLI	PR	PRLI	Material	Need Ship Date
0001	1000030926	0001	N/A	N/A	N/A	N/A

 SUPPLIES/SERVICES: 8970-01-467-1749

ITEM DESCRIPTION:

Menus no. 1-12, 12 meals/box, ACR-M-014

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	8970-01-467-1749 FOOD PACKET, LONG RANGE PATROL,	1.000	BX	\$ _____	\$ _____

PRICING TERMS: Fixed Price with Economic Price Adjustment

BASE PERIOD

SUPPLIES/SERVICES: 8970-01-467-1749

CLIN	Price	Delivery (in days)
0002	\$ _____	0120

OPTION 01

SUPPLIES/SERVICES: 8970-01-467-1749

SECTION B

SUPPLY/SERVICE: 8970-01-467-1749 CONT'D

		Delivery
<u>CLIN</u>	<u>Price</u>	<u>(in days)</u>
0002	\$ _____	0120

OPTION 02

SUPPLIES/SERVICES: 8970-01-467-1749

		Delivery
<u>CLIN</u>	<u>Price</u>	<u>(in days)</u>
0002	\$ _____	0120

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 120 DAYS ADO

PREP FOR DELIVERY:

SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

Markings Paragraph

When ASTM D3951, Commercial Packaging is specified, the following apply:

- ,All Section "D" Packaging and Marking Clauses take precedence over ASTM D3951.
- ,In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack.
- ,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

GOVT USE

			External		External	External		Customer RDD/
<u>ITEM</u>	<u>PR</u>		<u>PRLI</u>	<u>PR</u>		<u>PRLI</u>	<u>Material</u>	<u>Need Ship Date</u>
0002	1000030926		0002	N/A		N/A	N/A	N/A

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

B-1 Line Items, NSNs, Item Nomenclature, Estimated Requirements, Base Year/Option Year 1 / Option Year 2 Minimum Quantity, Maximum Quantity, Unit, and Required Delivery Date:

<u>Item</u>	<u>Estimated Requirements</u>	
0001 Meal Cold Weather (MCW)	Base Year	22,500 boxes
	Option Year 1	22,500 boxes
	Option Year 2	22,500 boxes
0002 Long Range Patrol (LRP)	Base Year	7,500 boxes
	Option Year 1	7,500 boxes
	Option Year 2	7,500 boxes

BASE YEAR:

<u>Line Item</u>	<u>Minimum Qty</u>	<u>Unit</u>	<u>Maximum Qty</u>	<u>Unit</u>	<u>Required Delivery Date</u>
0001	19,000	boxes	45,000	boxes	NLT 120 days after order
0002	4,000	boxes	15,000	boxes	NLT 120 days after order

This acquisition contains two (2), one-year option periods. Acceptance of the option provision(s)/ clauses(s) contained herein is mandatory. The option is deemed exercised when mailed or otherwise furnished to the contractor.

Option Pricing:

Failure to offer on the option quantities in the schedule at Section B may result in the rejection of the offeror's entire proposal.

Offeror may offer different unit prices from the base year.

OPTION YEAR I

<u>Line Item</u>	<u>Min Qty</u>	<u>Unit</u>	<u>Max Qty</u>	<u>Unit</u>	<u>Required Delivery Date</u>
0001	19,000	boxes	45,000	boxes	NLT 120 days after order
0002	4,000	boxes	15,000	boxes	NLT 120 days after order

OPTION YEAR II

<u>Line Item</u>	<u>Min Qty</u>	<u>Unit</u>	<u>Max Qty</u>	<u>Unit</u>	<u>Required Delivery Date</u>
0001	19,000	boxes	45,000	boxes	NLT 120 days after order
0002	4,000	boxes	15,000	boxes	NLT 120 days after order

B-2 General Information:

The effective period of the contract for the base year will be from date of award through 365 days. The contract contains two (2), one-year option periods.

The supplies listed above represent the estimated quantity along with the minimum and maximum quantities to be purchased.

Offerors are requested to submit offers for the base term and the two (2), one-year option periods. Offers on the option years are mandatory in accordance with Clause 52.217-9, Option to Extend the Term of the Contract, contained herein. Offerors may submit their offered prices within this section of the solicitation (see B-7 Pricing Breakdown) or using their own similar format.

B-3 Indefinite Quantity Contract:

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

B-4 Options:**Options**

This acquisition contains two (2), one-year option periods. Acceptance of the option provision(s)/clauses(s) contained herein is mandatory. The option is deemed exercised when mailed or otherwise furnished to the contractor.

OPTION PRICING

Failure to indicate offer of the option by annotating the offeror's option price in the schedule at Section B may be deemed non-acceptance of the option and could result in rejection of the offeror's entire proposal.

Offerors may offer option unit prices, which differ from the unit prices for the base ordering period.

Economic Price Adjustment

EPA provisions in accordance with clause **52.216-9059 ECONOMIC PRICE ADJUSTMENT - MEAL COLD WEATHER/LONG RANGE PATROL (MCW/LRP) (NOV 2009) DLAD** are applicable where it is necessary to protect the Contractor and the Government against significant fluctuations in material costs. Economic indicators and publications are included in the clause attachment.

Option Pricing and EPA's:

The Option pricing consists of a firm fixed price portion and a portion subject to EPA.

52.217-9001 OPTION TO EXTEND THE TERM OF THE CONTRACT - SEPARATE FIRM FIXED PRICE & FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT PORTIONS (JULY 1996) DLAD

The Government may extend the term of this contract by written notice to the contractor no later than *3 days* prior to the expiration of the contract; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option provision. Each exercise of this option, if any, will extend the term of this contract by (12) twelve months. The total duration of this contract, including the exercise of any options under this clause, shall not exceed *three years*.

The offeror agrees to furnish during the option period those items cited in the schedule that are subject to economic price adjustment (EPA), at unit prices made up of two portions:

a portion applicable to the purchase costs of the specific material subject to the EPA, at the dollar value per unit in the award, modified by any adjustment under the EPA of this clause contract, and;

the (remaining) firm fixed price portion of the price for the same contract line item, using the applicable amount for each option period.

(See Attachment 1 to 52.217-9001)

B-5 Product Demonstration Models (PDMs):

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

Production Standard Replenishment for Food Items:

Replenishment PDM's are defined as product samples used to restock depleted items or materials items from the original lot.

Alternate PDM's are defined as product samples that are different from and serving or able to serve, as a substitute for something else.

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

Every 12 months, or as needed, the Government Quality Assurance Representative (GQAR) will, from a lot accepted for all contractual requirements by the Government, randomly select 32 replenishment samples for Natick and 70 replenishment samples for the Government's supply at origin. The Contractor will be responsible for shipment to Natick. The Contractor shall also use samples from this same lot as the production standard.

Replenishment sample lots shall be Contractor and Government tested for compliance with all applicable analytical, nutritive, moisture, and microbiological requirements.

B-6 Component Items:

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

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

The 12 entrees are as follows:

- Beef Stew
- Breakfast Skillet
- Chicken and Rice
- Chicken, Spicy Oriental with Rice
- Chili Macaroni with Beef
- Scrambled Eggs with Bacon Pieces
- Scrambled Eggs with Cheese, Western Style
- Rice and Chicken, Mexican Style
- Rotini w/ Cheese Sauce, Chicken, Tomatoes, and Asparagus
- Seafood Chowder
- Spaghetti with Meat Sauce
- Turkey Tetrazzini

In addition to the 12 entrees the following shall be supplies as CFM:

Starches

Cereals, Rolled Oats, Instant (Apple and Cinnamon, Maple and Brown Sugar, Strawberries and Cream)
Cornbread, Shelf Stable
Granola Bars w/ (Milk and Blueberries)
Tortillas, Shelf Stable
Soup, Noodle, Ramen, Instant w/ Beef, or Chicken

Snacks and Candy

Pound Cakes (Vanilla, Lemon poppy, Spice, Marble)
Fudge Brownie
Muffin Top, Maple
Plain Chocolate Disks, Pan Coated Chocolate Peanut
Pan Coated Disks
Cookies, Sugar, Patriotic
Cheese Spread (Plain, with Jalapeno Peppers, or with Bacon)
Fig Bar
Crackers (Plain or Vegetable)
Dessert Bar (Mocha, Peanut Butter, Chocolate Banana Nut)
First Strike Bar (Cran-Raspberry, Chocolate)
Dried Cranberries
Nut Raisin Mix, w/ Pan Coated Chocolate Disk
Nut and Fruit Mix (Nuts with Raw Sunflower Kernel, Infused Fruit)
Smoked Almonds
Chocolate Peanut Spread
Filled Pretzels (Cheddar Cheese)
Toasted Corn Kernels
French Toast, Filled
Toaster Pastry (Brown Sugar Cinnamon)

Beverages

Type I Beverage Base (Tropical Punch, Orange, Lemon-Lime, Grape)
Type II Beverage Base (Orange)
Drink Mix, Protein (Chocolate)
Cocoa Beverage Powder (Chocolate)
Cocoa Beverage Powder (Hazelnut)
Dairyshake (Vanilla, Chocolate, and Strawberry)
Cappuccino (French Vanilla, Mocha, Irish Cream)

Other

Spoon

Accessory Packet

Coffee

Creamer, Non-Dairy Sugar

Chewing Gum, Sugarfree, without Caffeine (Peppermint or Cinnamon)

Hot Sauce

Salt

Hand Cleaner Toilet

Tissue Matches

B-7 Pricing Breakdown:

Offerors shall provide prices for the Contractor Furnished Material for the base and option years. For further information please refer to the above heading, B-2 paragraph B-3.

*See spreadsheet, Attachment 1 to 52.217-9001, for submission of pricing information at the end of this RFP. All pricing shall be submitted on an FOB Origin basis.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

Technical Data For Meal, Cold Weather / Food Packet, Long Range Patrol (MCW/LRP) Assembly and for Contractor Furnished Material (CFM) Components

Specifications and related technical documents applicable to this solicitation/contract can be found at:

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

The applicable component item descriptions for this solicitation/contract are listed in SPE300-15-R-004, SECTION C – SPECIFICATIONS/DESCRIPTIONS, CONTRACTOR FURNISHED MATERIAL (CFM) until such time as changed by future amendment/modification. The specifications listed in table I of the ACR-M-014 are for reference to the base document only, not to the applicable version and revision of the referenced specification that is currently operative.

Note: the abbreviation “PKG&QAP” in the following Item Descriptions denotes the applicable Packaging Requirements and Quality Assurance Provisions for the specified Commercial Item Description (CID) and Military Detail (MIL-DTL) specifications.

Note: For the purposes of this document only “Brickpack PKG&QAP” will refer to the document: *Packaging Requirements and Quality Assurance Provisions for Dehydrated Product in a Brickpack Pouch*.

Section C – Specifications/descriptions

Section C

SPECIFICATION/DESCRIPTION, CONTRACTOR FURNISHED MATERIAL (CFM)

8970-01-467-1753 MEAL, COLD WEATHER, Menus #1 through #12 , 12 meals/box

8970-01-467-1749 FOOD PACKET, LONG RANGE PATROL, Menus #1 through #12 , 12 meals/box

ENTREES

8940-01-467-2217 BEEF STEW, Cooked, Dehydrated, min 140 gm brick pack pouch, PCR-B-015, Brickpack PKG&QAP

8940-01-613-1418 BREAKFAST SKILLET, Cooked, Dehydrated, min 90 gm brick pack pouch; Style I, PCR-B-053, Brickpack PKG&QAP

8940-01-570-2324 CHICKEN WITH RICE, Cooked, Dehydrated, min 140 gm brick pack pouch, PCR-C-025, Brickpack PKG&QAP

8940-01-570-2318 CHICKEN, SPICY ORIENTAL WITH RICE, Cooked, Dehydrated, min 150 gm brick pack pouch, PCRC-026, Brickpack PKG&QAP

8940-01-564-6101 CHILI MACARONI WITH BEEF, Cooked, Dehydrated, min 136 gm brick pack pouch, PCR-C-073, Brickpack PKG&QAP

8935-01-564-6097 CHOWDER, SEAFOOD, Cooked, Dehydrated, min 126 gm brick pack pouch, PCR-S-017, Brickpack PKG&QAP

8940-01-386-4061 EGGS, SCRAMBLED, WITH BACON, Cooked, Dehydrated, min 75 gm brick pack pouch; type II, PCR-E-001, Brickpack PKG&QAP

8940-01-571-0178 EGGS, SCRAMBLED, WITH CHEESE, Western Style, Cooked, Dehydrated, min 75 gm brick pack pouch; type III, PCR-E-

001, Brickpack PKG&QAP

8940-01-564-6075 RICE WITH CHICKEN, MEXICAN STYLE, Cooked, Dehydrated, min 153 gm brick pack pouch, PCR-R-011, Brickpack

PKG&QAP

8940-01-613-1448 ROTINI W/CHEESE SAUCE, CHICKEN, TOMATOES, AND ASPARAGUS, Cooked, Dehydrated, min 150 gm brick pack

pouch, PCR-R-015, Brickpack PKG&QAP

8940-01-467-2222 SPAGHETTI WITH MEAT SAUCE, Cooked, Dehydrated, min 122 gm brick pack pouch, PCR-S-008, Brickpack PKG&QAP

8940-01-570-2329 TURKEY TETRAZZINI, Cooked, Dehydrated, min 125 gm brick pack pouch, PCR-T-002, Brickpack PKG&QAP

STARCHES

8920-01-509-3843 CEREAL, ROLLED OATS, INSTANT, Apples and Cinnamon, min 70 gm pg; Type III, Flavor B, Style 1, CID A-A-20090,

PKG&QAP A-A-20090 NOTE: "Instant" type is cited as Type III in CID A-A-20090 and as Type II in PKGQAP A-A-20090

8920-01-509-3847 CEREAL, ROLLED OATS, INSTANT, Maple and Brown Sugar, min 70 gm pg; Type III, Flavor C, Style 1, CID A-A-20090,

PKGQAP A-A-20090 Note: Insert Type III in place of Type II in PKGQAP A-A-20090

8920-01-509-3865 CEREAL, ROLLED OATS, INSTANT, Strawberries and Cream, min 70 gm pg; Type III, Flavor F, Style 1, CID A-A-20090,

PKGQAP A-A-20090 Note: Insert Type III in place of Type II in PKGQAP A-A-20090

8920-01-567-8725 CORNBREAD, SHELF STABLE, 2.5 oz flex pg, PCR-C-075

8920-01-556-1172 GRANOLA, WITH MILK & BLUEBERRIES, Shelf Stable, min 57 gm flex rehydrating pg; Type I, PCR-G-003

8935-01-613-1358 SOUP, NOODLE, RAMEN, INSTANT, BEEF, Reduced Sodium, min 60 gm flat interlocking closure pouch; Type I, Style

A, Flavor 1, Class b, Design B, CID A-A-20297, PKG & QAP A-A-20297

8935-01-613-1353 SOUP, NOODLE, RAMEN, INSTANT, CHICKEN, Reduced Sodium, min 60 gm flat interlocking closure pouch; Type I,

Style A, Flavor 2, Class b, Design B, CID A-A-20297, PKG & QAP A-A-20297

8920-01-525-3622 TORTILLAS, PLAIN, SHELF STABLE, min 60 gm flex pg; Flavor 1, PCR-T-008

SNACKS & CANDY

8920-01-348-4694 CAKE, SHELF STABLE, Vanilla Pound, Trans Fat Free, 2.5 oz, flex pg; Type I, Flavor 1, Style 2, PCR-C-007

8920-01-458-0130 CAKE, SHELF STABLE, Lemon Poppy Seed Pound, Trans Fat Free, 2.5 oz. flex pg; Type I, Flavor 6, Style 2, PCR-C-007

8920-01-480-4436 CAKE, SHELF STABLE, Spice Pound, Trans Fat Free; 2.5 oz, flex pg; Type I, Flavor 7, Style 2, PCR-C-007

8920-01-545-1391 CAKE, SHELF STABLE, Marble Pound, Trans Fat Free, 2.5 oz. flex pg; Type I, flavor 11, Style 2, PCR-C-007

8920-01-381-5715 FUDGE BROWNIE WITH CHOCOLATE DROPS, Trans Fat Free, 3.0 oz, flex pg; Type II, Flavor 1, Style 2, PCR-C-007

8920-01-579-3687 MUFFIN TOP, MAPLE, Trans Fat Free, min 62 gm flex pg; Type III, Flavor 2, Style 2, PCR-C-007

8925-01-008-0960 PAN COATED CANDY, Disks, Chocolate, Plain, assorted colors, loose pack, 47.9 gm (1.69 oz) flex bag; Type VI, Style

A, Flavor 1, CID A-A-20177, PKG&QAP A-A-20177

8925-01-512-7627 PAN COATED CANDY, Oval/Round, Chocolate with Peanuts, assorted colors, loose pack, 49. 3g (1.74 oz) flex bag;

Type VI, Style B, Flavor 1, CID A-A-20177, PKG&QAP A-A-20177

8940-00-149-1059 CHEESE SPREAD, Cheddar, Plain, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag; Type I, PCR-C-039

8940-01-414-6122 CHEESE SPREAD, Cheddar, with Jalapeno Peppers, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag;

Type II, PCR-C-039

8940-01-502-5688 CHEESE SPREAD, Cheddar, with Bacon, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag; Type III,

PCR-C-039

8920-01-556-9408 COOKIES, SUGAR, PATRIOTIC, min 56 gm; Type I, Class 1, Bake Type a, Style D, Shape (b), CID A-A-20295, PKG&QAP

A-A-20295

8920-01-510-7830 COOKIES, Regular, Fig Bar, Soft and Chewy, Individual Serving, min 54 gm; Type I, Style P, Bake Type b, Class 1, CID

A-A-20295, PKG&QAP A-A-20295

8920-00-149-0795 CRACKERS, Plain, approx. 4 in. square, partially scored but not separated, 2 crackers per bag, 1.33 ounces (37.8 g)

flex pg; Type I, PCR-C-037

8920-01-450-1921 CRACKERS, Vegetable, approx. 4 in. square, partially scored but not separated, 2 crackers per bag, 1.33 ounces (37.8

g) flex pg; Type II, PCR-C-037

8940-01-545-1786 DESSERT BAR, SHELF-STABLE, Mocha, min 1.4 oz flex pg; Flavor I, PCR-D-004

8940-01-545-1787 DESSERT BAR, SHELF-STABLE, Peanut Butter, min 1.4 oz flex pg; Flavor II, PCR-D-004

8940-01-545-1789 DESSERT BAR, SHELF STABLE, Chocolate Banana Nut, min 1.4 oz flex pg; Flavor III, PCR-D-004

8940-01-551-6059 FIRST STRIKE ENERGY BAR SHELF-STABLE, Chocolate, Regular, 2.3 oz commercial foil pg; Flavor I, Style A, PCR-F-001

8940-01-551-6066 FIRST STRIKE ENERGY BAR SHELF-STABLE, Cran-Raspberry, reg size, 2.3 oz commercial foil pg; Flavor III, Style A, PCR-

F-001

8915-01-514-9298 FRUIT, Osmotically Dried, Sliced Cranberries, Not Fortified, 56 gm flex pg; Type VII, Fortification a, CID A-A-20299,

PKG&QAP A-A-20299

8915-01-525-3543 FRUIT, Osmotically Dried, Raisins, min 43 gm flex pg; Type IX, Variety A, Class (1),

CID A-A-20299, PKG & QAPs

8940-01-523-0786 NUT RAISIN MIX, WITH PAN COATED CHOC DISK, min 66 gm flex pg, Peanuts, Walnuts, Almonds, Filberts, Raisins,

and Choc Disks; Type II, PCR-N-003

8940-01-545-4865 NUT AND FRUIT MIX, Nuts with Raw Sunflower Kernels and Infused Fruit, min 56 gm flex pg; Type III, PCR-N-003

8925-01-525-3597 ALMONDS, DRY ROASTED, SMOKE FLAVORED, UNBLANCHED, min 19 gm flex pg; Type IX, Style C, CID A-A-20164,

PKG&QAP A-A-20164

8930-01-527-8226 PEANUT SPREAD, Regular, Smooth, Stabilized, Fortified, Chocolate, min 1.5 oz, flex pg; Style II, Class A, Texture I,

Type a, Flavor 2, Fortification b, CID A-A-20328, PKG&QAP A-A-20328

8940-01-479-1850 SNACK FOODS, Filled Pretzels, Cheddar Cheese, min 51 gm flex pg; Type II, Style F, Flavor 1, CID A-A-20195;

PKG&QAP A-A-20195

8940-01-569-8614 SNACK FOODS, Toasted Corn Kernels, min 57 gm flex pg; Type VI, Flavor 1, CID A-A-20195, PKG&QAP A-A-20195

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

8920-01-527-8360 TOASTER PASTRY, BROWN SUGAR CINNAMON, FROSTED, 1.6-2.2 oz (45 to 62 gm) ind serv pg; Type I, Style B, Flavor

3, Fort b, Serv (a), Grain Comp (1), Frosting Option (B), Shape i, CID A-A-20211, PKG&QAP A-A-20211

NOTE: The following NSNs are for use in reference to plain and vegetable crackers in bulk form:

8920-00-769-1557 CRACKERS, Plain, bulk; Type I, PCR-C-037

8920-01-458-0087 CRACKERS, Vegetable, bulk; Type II, PCR-C-037

BEVERAGES

8960-01-613-1443 BEVERAGE, POWDER, CARBOHYDRATE, TROPICAL PUNCH, Fortified with Ascorbic Acid, vitamin D, Fiber and

Enhanced with Maltodextrin, min 49 gm, Flat Interlocking Closure Pouch; Formulation c, Design B, Flavor 5, PCR-B-055

8960-01-613-1436 BEVERAGE, POWDER, CARBOHYDRATE, ORANGE, Fortified with Ascorbic Acid, vitamin D, Fiber and Enhanced with

Maltodextrin, min 49 gm, Flat Interlocking Closure Pouch; Formulation c, Design B, Flavor 4, PCR-B-055

8960-01-613-1433 BEVERAGE, POWDER, CARBOHYDRATE, LEMON-LIME, Fortified with Ascorbic Acid, vitamin D, Fiber and Enhanced

with Maltodextrin, min 49 gm; Flat Interlocking Closure Pouch; Formulation c, Design B, Flavor 3, PCR-B-055

8960-01-613-1427 BEVERAGE, POWDER, CARBOHYDRATE, GRAPE, Fortified with Ascorbic Acid, vitamin D, Fiber and Enhanced with

Maltodextrin, min 49 gm, Flat Interlocking Closure Pouch; Formulation c, Design B, Flavor 2, PCR-B-055

8960-01-584-8726 BEVERAGE BASE, Orange, Powdered, Sweetened with non-nutritive sweetener, Fortified with ascorbic acid and

calcium, min 3.0 gm, lap or fin seal pg; Type III, Formulation h, Design D, Flavor 1, CID A-A-20098, PKG&QAP A-A-20098

8960-01-582-6624 DRINK MIX, PROTEIN, CHOCOLATE, Fortified, min 70 gm flat interlocking closure pouch, PCR-C-082

8960-00-170-8446 COCOA BEVERAGE POWDER, Fortified, flat interlocking closure pouch, 42.5 gm pg, PCR-C-041

8960-01-527-8228 COCOA BEVERAGE POWDER, Chocolate Hazelnut, Sweetened, min 35 gm flat interlocking closure pouch; Type I,

Style B, Design B, Flavor F, CID A-A-20189

8910-01-589-8135 DAIRYSHAKE POWDER, Fortified w/Calcium and Vitamin D, Vanilla, Design B Pouch, min 70 gm flex pg; Flavor I, Type

II, PCR-D-002

8910-01-589-7747 DAIRYSHAKE POWDER, Fortified w/Calcium and Vitamin D, Chocolate, Design B Pouch, min 70 gm flex pg; Flavor II,

Type II, PDR-D-002

8910-01-589-7755 DAIRYSHAKE POWDER, Fortified w/Calcium and Vitamin D, Strawberry, Design B Pouch, min 70 gm flex pg; Flavor III,

Type II, PCR-D-002

8955-01-538-0702 DRINK MIXES, Coffee, Flavored, Instant, Cappuccino, Regular, French Vanilla, Design B Pouch, min 28 gm pg; Type V,

Style A, Flavor 1, CID A-A-20336, PKG&QAP A-A-20336

8955-01-538-0705 DRINK MIXES, Coffee, Flavored, Instant, Cappuccino, Regular, Mocha, Design B Pouch, min 28 gm pg; Type V, Style

A, Flavor 2, CID A-A-20336, PKG&QAP A-A-20336

8955-01-556-0077 DRINK MIXES, Coffee, Flavored, Instant, Cappuccino, Regular, Irish Cream, Design B, Pouch, min 28 gm pg; Type V,

Style A, Flavor 4, CID A-A-20336, PKG&QAP A-A-20336

OTHER

7340-01-508-2742 SPOON, PICNIC, PLASTIC, high-impact, 7 in, CID A-A-2109, Type IV, Item 13 (Operational Rations Component)

ACCESSORY PACKET COMPONENTS

8955-01-304-3619 COFFEE, Instant, Freeze Dried, Regular, 1.5 gm pg; Type III, Style A, Pack 1 or 2, CID A-A-20184, PKG&QAP A-A-20184

8940-00-782-3161 CREAMER, Non-Dairy, Dry, min 4 gm pg; Style I, Flavor A, CID A-A-20043, PKG&QAP A-A-20043

8925-00-205-3144 SUGAR, White, Granulated, Cane or Beet, 1/7 oz pg; Type I, Style A CID A-A-20135, PKG&QAP A-A-20135

8925-01-523-4997 CHEWING GUM, Tablet, Regular, Without Caffeine, Sugarfree, Peppermint 2/pg; Type I, Size B, Style (1), Class 3,

Flavor a, CID A-A-20175, PKG&QAP A-A-20175

8925-01-523-4997 CHEWING GUM, Tablet, Regular, Without Caffeine, Sugarfree, Cinnamon 2/pg; Type I, Size B, Style (1), Class 3,

Flavor c, CID A-A-20175, PKG&QAP A-A-20175

8950-01-578-9037 HOT SAUCE, Extra Hot 4x, 1/8 fluid oz., flex pg; Type II, CID A-A-20097, PKG&QAP CID A-A-20097

8950-00-641-8980 SALT, Table, Iodized, Fine Granulated or Evaporated, min 4 gm pg. U. S. Food Chemicals Codex Sodium Chloride

Monograph; PKG&QAP for Salt, Table Iodized

8520-01-507-9741 HAND CLEANER, Pre-moistened Paper Towelette, Unscented and Water Based; Type II, CID A-A-461, PKG&QAP A-A-

461

8540-01-508-3708 TOILET TISSUE, Paper, (sheet form Packet), sheet size 114.3 mm by 114.3 mm(4.5 in by 4.5 in); Style II, Type A, Class

1, Sheet Size b, CID A-A-59594, PKG&QAP A-A-59594

9920-00-174-3194 MATCHES, Paper, 20 Splint Book, CID A-A-59489, Type I, Class B; PKG&QAP A-A-59489. NOTE: The "20 Splint Book"

is cited as Class B in CID A-A-59489 and as Class A in PKG&QAP A-A-59489.

Applicable versions of documents cited in the preceding item descriptions are located at:

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

DATE OF PACK

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

For crackers: Acceptance will be limited to product manufactured and packed subsequent to date of award. For ration assembly, the crackers shall not be more than 90 days old at time of unit packaging.

MISCELLANEOUS REQUIREMENTS

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

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

For all items thermostabilized by retorting, each filled and sealed flexible pouch shall be in the retort process within two hours after sealing.

COMPLIANCE WITH APPLICABLE REGULATIONS

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

All products shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, processing, thermoprocessing, packaging, labeling, packing, storage, and distribution of those products and with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

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; DLAD 52.246-9044, Sanitary Conditions; and as clarified by the Armed Forces Food Risk Evaluation Committee, all Operational Ration Food Components shall originate from establishments sanitarily approved for supplying the specific food item.

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 Command (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 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.

INTEGRATED PEST MANAGEMENT

The requirements of the "Integrated Pest Management (IPM) Program Requirements for Operation Rations" (28 April 2011) and the "Contractor Sanitation Program – Operational Rations" (March 1996) apply to all Ration Assembly and Component operations.

Each contractor is to have an IPM program in place prior to the initiation of production of Government product. The IPM plan and the associated pesticide labels and MSDS documents are not to be submitted to DLA Troop Support. The contractor shall have those documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit.

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

IPM program requirements can be found on the DSCP website at:
<https://www.troopsupport.dla.mil/subs/support/quality/ipm-cpaf.pdf> .

FOOD SECURITY

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

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

The guidance can be found at:

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

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 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.

Accordingly, 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 Defense Checklist. An electronic copy of the DLA Troop Support Food Defense Checklist is available: https://www.troopsupport.dla.mil/subs/fs_check.pdf.

Note: 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 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.

NUTRITIONAL REQUIREMENTS

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

The Nutritional analysis shall be generated by the Genesis[®] R&D Product Development and Labeling Software (ESHA Research, Salem, OR, USA), version 6.2 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 (B ₂)	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, or the accuracy limits of the test method.

PERFORMANCE, PACKAGING AND QUALITY SPECIFICATIONS

This solicitation incorporates the individual product's specifications and related technical documents, (i.e. Performance-Based Contract Requirements (PCR), Product-Based Contract Requirements (PCR), Military Detail Documents (MIL-DTL), Military Performance Documents (MIL-PRF), Commercial Item Descriptions (CID), Sodium Chloride monograph and Packaging Requirements and Quality Assurance Provisions (PKG&QAP)) to form an integrated technical data package.

Except as otherwise noted in this solicitation/contract, the product preparation requirements, physical product requirements, product performance requirements, product preservation requirements and product inspection requirements contained in the individual product's specifications and related technical documents are applicable to this solicitation/contract.

Except for product packaged in accordance with Brick PKG&QAP, for those products whose technical documents include a PKG&QAP, those products' content and performance requirements, methods/procedures, and tests necessary to determine in-process and/or end-item conformance shall be identified in the PKG&QAP.

Delete any reference to packing items in "white" pouches in all MCW entrée and component documents. MCW entrée and component pouches will be tan colored similar to what is cited for the Long Range Patrol (LRP) ration. Only the main meal bag will retain the white color requirement for the MCW.

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

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

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

ADDITIONAL REQUIREMENTS

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 to 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 or operation of the unit.

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

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

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

The following changes apply to ACR-C-014

“Page 7, Table III, Menu #2

Delete “Freeze Dried Bananas and Strawberries, Diced” and insert “Dried Fruit, Cranberries”

Page 8, Table III – Continued, Menu #8

Delete “Freeze Dried Bananas and Strawberries, Diced” and insert “Whole Raisins”

Page 8, Table III – Continued, Menu #10

Delete “Filled Pretzels, Nacho Cheese” and insert “Filled Pretzels, Cheddar Cheese”

Page 8, Table III – Continued, Menu #11

Delete “Granola with Milk and Bananas” and insert “Cereals, Rolled Oats, Instant 1/”

Page 9, Table IV

In the Menu column box corresponding to "Cereals, Rolled Oats, Instant", change its entry to read "11, 12"

NOTE: The following components are not included as part of this solicitation/contract: (1) Granola with Milk and Bananas, (2) Freeze Dried Bananas and Strawberries, Diced, and (3) Filled Pretzels, Nacho Cheese."

The following changes apply to PCR-N-003A

Page 5, § C-2,I Microbiological requirement

Delete in its entirety.

Page 14, § E-5,A, Table I, footnote 7/

Delete in its entirety.

Page 15, § E-5,B,(5) Salmonella testing

Delete in its entirety.

Page 16, § 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."

The following changes apply to PKG&QAP A-A-20365

Page 2, § C-2,H

Delete in its entirety.

Page 8, § E-5,B,(4)

Delete through "*Staphylococcus aureus* 987.09, 2003.08, or 2003.11".

The following changes apply to A-A-20328

Page 3, C-2,F, line 2, insert "(42 grams)" after "1.5 ounces".

Page 4, C-2,H,(1), line 1, delete "2500 IU" and insert "1000 IU".

Page 4, C-2,I, line 2, add "The requirements, procedures, and testing for aflatoxin and salt shall be as specified in A-A-20328."

Page 11, E-5,B,(2), line 3, insert "or to the nearest 1 gram" after "0.1 ounce".

Page 11, E-5,B,(3), line 6, insert "2011.07, 2011.15" after '992.06".

Page 11, E-5,B,(3), line 7, insert "2004.07" after '985.32".

Page 11, E-5,B,(3), line 8, insert "942.33" after '986.27".

Page 11, E-5,B,(3), line 9, delete "984.26 1/" and insert "967.21, 967.22 1/".

The following changes apply to A-A-20195

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

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 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 Army Veterinary Inspectors using USDA procedures.

SECTION D - PACKAGING AND MARKING

SECTION D – PACKAGING, LABELING, PACKING, UNITIZATION, AND MARKING

PART I – TECHNICAL DATA FOR RATION ASSEMBLY

D-1 PACKAGING: Packaging level is Level A. Packaging requirements applicable to subassembly packet/accessory packets, time temperature indicator (TTI) labels, meal bags, subassembly/accessory packet assembly, and meal assembly are specified in Section D-1 (Packaging) of ACR-C-014, Meal Cold Weather/Food Packet Long Range Patrol, Combined Ration, Assembly Requirements.

D-2 LABELING: Labeling requirements are specified in Section D-2 (Labeling) of ACR-C-014.

D-3 PACKING: Packing level is Level A. Packing requirements are specified in Section D-3 (Packing) of ACR-C-014.

D-4 UNITIZATION: Unitization requirements are specified in Section D-4 (Unitization) of ACR-C-014. Unit load height shall not exceed 44 inches.^{1 2}

D-5 MARKING:

ASSEMBLED RATION SHIPPING CONTAINERS.³ 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:

8970-00-467-1753 MEAL, COLD WEATHER 12 MEALS ⁴ WT. _____ CU. _____ ⁵ CONTRACT NO. _____ NAME, ADDRESS, AND ZIP CODE OF ASSEMBLY CONTRACTOR (e.g. TEFCO, INC., BROOMALL, PA 19101) U.S. GOVERNMENT PROPERTY – COMMERCIAL RESALE IS UNLAWFUL
--

or, as appropriate:

8970-00-467-1749 FOOD PACKET, LONG-RANGE PATROL 12 MEALS ⁴ WT. _____ CU. _____ CONTRACT NO. _____ NAME, ADDRESS, AND ZIP CODE OF ASSEMBLY CONTRACTOR (e.g. TEFCO, INC., BROOMALL, PA 19101) U.S. GOVERNMENT PROPERTY – COMMERCIAL RESALE IS UNLAWFUL

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 _____ 6 7 INSPECTION/TEST DATE _____ ^{3 6} 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 "MEAL, COLD WEATHER" or "FOOD PACKET, LONG RANGE PATROL" in letters not less than 1-1/4 inches high.

1 Pallets shall conform to requirements cited in the "General Requirements" section of DLA Troop Support Form 3507.

2 Three-stringer construction is acceptable

3 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 36 months at 80° F and shall be used in computing the Inspection/Test date.

4 Alternatively, the marking may be "12 MEALS A/A".

5 The "Contract No." line may precede or follow The "Name, address, and zip code of assembly contractor" line.

6 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.

7 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 an open date (e.g. 05/25/2014) and/or a Julian Date (e.g. 4145).

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: 6/14 + 3 = ITD 6/17.

ASSEMBLED RATION UNIT LOADS9: Unit loads shall be marked in accordance with DLA Troop Support Form 3556 except that the identification, contract data, and special markings shall not apply.

Unit loads shall be marked as follows:

GROSS WEIGHT AND CUBE
NUMBER OF SHIPPING CONTAINERS PER LOAD (E.G., 48 CS)

Marking may be accomplished by stenciling, printing or by pressure-sensitive labels and shall be positioned on two adjacent sides of the load. Size of lettering shall not be less than ½ inch and shall be black. Markings shall be legible, non-fading and durable.

PART II – TECHNICAL DATA FOR CONTRACTOR-FURNISHED MATERIAL (CFM) COMPONENTS (EXCEPT BRICKPACK COMPONENTS)

D-1 PACKAGING: Individual component packaging requirements are found in the component's technical specification documents. For Brickpack components, see Part III below.

For Performance-Based Contract Requirement or Product Contract Requirement (PCR) components: Packaging requirements are specified in Section D-1 (Packaging) of the PCR.

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

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

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

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

D-2 LABELING:

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 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 to the overwrapped pouch.

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

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

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

For Sodium Chloride Monograph components: Labeling requirements are specified in Section D-2 (Labeling) 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.

D-3 PACKING: 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 packed such as to assure product compliance with applicable end item requirements.

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.

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

D-5 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.

PART III – DEHYDRATED BRICK PACK ENTRÉE ITEMS

All dehydrated brick pack entrée items shall be packaged, labeled, packed, marked, and unitized as follows:

D-1 PACKAGING: Packaging requirements are specified in Section D-1 (Packaging) of the *Packaging Requirements and Quality Assurance Provisions for Product Packaged in a Brickpack Pouch* (Brickpack PKG&QAP).

D-2 LABELING: Labeling requirements are specified in Section D-2 (Labeling) of the Brickpack PKG&QAP.

D-3 PACKING: 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 packed such as to assure product compliance with applicable end item requirements.

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

D-5 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.

PART IV – MISCELLANEOUS

D-1. SHIPPING AND COMMINGLING 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.

Each shipping case shall normally contain only one manufacturer's lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within. See the following sub-paragraph entitled "Mixed-Code Lots" for exception.

Each unit load shall contain only one production lot, as a rule. However, when a partial unit load remains at the end of a production day, the contractor is permitted to complete the unit load with another lot's material. In this instance a unit load may consist of two lots to facilitate shipment.

When two lots are incorporated on one pallet, the lots shall be distinctly separated by the use of paper or other material suitable for this purpose. When this occurs, the contractor shall affix a unit load placard on two adjacent sides of the unit load, identifying each lot number on the load and the quantities of pouches/items within each lot.

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.

Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250, WAWF Receiving Report. Thermostabilized items, water activity stabilized items and cheese spread shall also cite subcodes delivered.

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

A "mixed-code lot" is defined as a lot consisting of small quantities of components representing different lots. These components usually accumulate as the result of sampling for the purposes of incubation, USDA standby samples or for similar reasons.

Unit loads containing mixed-code lots shall be identified by the use of unit load placards. The placards shall list all the lots and the quantities of pouches/items within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers and corresponding lot quantities shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250, WAWF Receiving Report.

Mixed-code lots shall be periodically shipped to the assembler(s). Mixed-code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed-code lot shipments may be less than a full unit load.

When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot, a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

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

The entire lot shall be shipped to only one assembler and received in accordance with the applicable Quality Systems Plan.

Whole lots may be split in two (2) portions for separate shipments.

Split lot shipments may be shipped to more than one (1) assembler but not more than two (2) assemblers.

No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.

Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.

The origin manufacturer assumes full liability for both portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, both portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portion, regardless of where the product was assembled.

Associated lot shipping documentation will reflect split lot status, original lot quantities, and receipt inspection results.

Both portions of all split lots will be stored in approved facilities only.

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](#), 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/>.

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD

52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD

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

SECTION E - INSPECTION AND ACCEPTANCE

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 prime document ACR-C-014 and in the Contractor Furnished Material (CFM) component 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.

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.

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

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

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

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

QSP General Outline

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

XIII. IMPROVEMENT

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

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

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

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

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

A documented QSP is required when a contract references or requires a contractor to perform under the higher-level contract quality requirements. Contractors are responsible for complying with the quality system requirements set forth in their documented QSP in addition to all detailed requirements cited in the contract and for furnishing products that meet all requirements of the contract. Contractors are required to establish, document, submit for Government review, and maintain a quality system as a means of ensuring that product conforms to the requirements of the contract. The documented QSP shall include the quality system procedures and outline the structure of the documentation used in the quality system. When the requirements of the Statistical Process Control Quality Assurance Provision (SPC QAP) and/or the DLAD MPC Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection are applicable, these requirements must be addressed under the In-Process and Process Inspection and Testing section of the documented QSP. Redundant areas/requirements (cited in the MPC Clause or the SPC QAP) need only be addressed once in the QSP. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSS Z540-1 or ISO 10012-1.

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

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

1. Accessory package components
2. Condiments (even if packaged in laminated barrier pouches) - Hot sauce, Ketchup, Mayonnaise, Picante Sauce, etc.

3. Bulk packed items: Sports bars; beef snacks; cereal treats; chocolate sports bar; ranger bar; First Strike bars; chow mein noodles; fruit bars (CID AA-20212); granola bars; osmotic fruit; cookies (CID AA - 20295, PCR-C-031, PCR-C-046); almonds, roasted; peanuts, roasted; snacks (CID AA-20195); and commercial sandwich crackers/cookies and bulk packed items procured using the commercial components solicitation (e.g., candies).

NOTE: Bulk packed, as used in this paragraph, means packing prior to finished product packaging. However, note that this does not prohibit the prime contractor from requiring a QSP from their subcontractors for all products on their own accord.

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

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

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

30

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

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

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

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

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

a. **CHIEF, CONTRACT SERVICES BRANCH**

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

b. **USDA-AMS INSPECTION AREA OFFICE:** The contractor/subcontractor shall contact USDA-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. **U.S. ARMY PUBLIC HEALTH COMMAND (PHC):** When Army Veterinary Inspectors (AVIs) are responsible for performing Government source inspection at operational rations assembly plants, one copy shall be

personally delivered to the resident AVI/QAR prior to the initiation of production/assembly. The contractor/subcontractor shall contact PHC for questions regarding AVI's inspection services.

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

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

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

DCMA DAYTON
1507 WILMINGTON PIKE
DAYTON, OH 45444-5300

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

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

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

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

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

After the Acquisition Phase: After the Acquisition Phase (after contract award), if the contractor submitted a new QSP, DLA Troop Support-FTSB will assign a rating of acceptable, marginally acceptable or unacceptable (to a QSP rated sufficient for production during the acquisition phase) within 60 days of contract award. **If a contractor's QSP is rated unacceptable after contract award, the QSP must be revised to receive, at a minimum, a marginally acceptable rating within 90 days of contract award.** The contractor will also be provided with an opportunity to submit changes to improve the plan throughout the life of the contract.

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

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

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

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

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

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

E-1-B. The following DLAD Clause 52-246-9001 is applicable to this contract:

**52.246-9001
MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS
(NOV 2011)-DLAD**

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

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

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

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

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

(3) Prompt corrective action shall be taken when noncompliance or out of control conditions occur.

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

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

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

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

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

(e) Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract. The Government is under no obligation to perform verification inspection or to accept product produced under the contract until the Government has received acceptable written procedures, and has been afforded the opportunity to evaluate the inspection system. Acceptance of the Contractor's inspection system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the Contractor. Periodic evaluations of the system may be made by the Government throughout the life of the contract.

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

I. General Requirements:

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

B. Minimum criteria are established in the American Society of Quality (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.

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

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

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

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

2. If techniques selected (MPC, SPC, or combination of both) were determined to be adequate (in a QSP previously submitted and approved by DLA Troop Support - FTSB), the offeror shall certify that these techniques are still

adequate to effectively control the processes and that the system implemented is still capable of consistently producing conforming product.

II. **SPECIFIC REQUIREMENTS:**

The offeror shall identify the characteristics to be controlled using SPC techniques (or the alternate MPC techniques). Application of SPC techniques shall be considered for all characteristics identified by performing pareto analysis on the defects from previous production, or projection of potential defects in future production, to discern the vital few and repetitive type failures from the trivial many. Additionally, offerors are encouraged to calculate quality costs to assist in determining what characteristics or processes to control statistically (QSP Element XIII). These defects, and all other characteristics identified by the offeror from process capability studies on current production, shall be subject to the application of SPC techniques or other analyses. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to end item contractual requirements. In addition to the characteristics identified by the offeror, the following characteristics will be controlled using SPC techniques, MPC

techniques, or other alternate controls methods deemed appropriate and effective in controlling the processes. Alternate controls to SPC and MPC must be clearly identified and explained in detail in the In-Process and Process Inspection and Testing Section of the contractor's documented QSP/Quality Manual. **The description of SPC or MPC techniques shall be sufficient to allow a reviewer unfamiliar with the item or the contractor's production operation to properly assess the applicability of the control measures/techniques being proposed.**

1. For Thermostabilized, High-Pressure Processed, or Hot Filled Items: (1) Laminated barrier pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.), (2) Polymeric tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) and (3) All thermostabilized items - the critical control points of the process schedule as determined by the contractor's Processing Authority and critical control points of the retort process schedule. The critical control points, other control points, and the contractor's Processing Authority shall be clearly identified in the Regulatory Controls Section and/or the In-Process and Process Inspection and Testing Section of the contractor's QSP, as applicable.

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

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

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

5. For Other Items SPC techniques are optional.

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

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

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

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

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

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

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

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

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

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

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

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

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

E-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 MCW/LRP outlined herein for the final assembly of the MCW/LRP 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 Army Veterinary Inspectors (AVI), representatives of the U.S. Army Public Health Command, are designated cognizance for the support of the Government's quality assurance requirements, the responsibilities and authorities cited in the regulations, command policies, etc. of the respective agency and those regulations, command policies, etc. to which that agency is subject, are applicable to the contract in conjunction with the quality assurance requirements of the contract.

E-2-F. AVI inspection is required for the sub assembly packaging, at the assembly plant, of bulk-packed items that are individually packaged by an assembler/packer in military packaging (laminated barrier pouches), accessory bags, menu sub assembly pack, and MCW/LRP final assembly, i. e., MCW/LRP menus and final cases. When the sub assembly packaging of the aforementioned products occurs at a location not under the supervision of the Army Veterinary Inspector, the process shall be under the requirements of contractor-paid USDA,AMS,FV,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-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 ration assembler shall maintain records of when and where assembled end item lots for a particular assembly contract have been shipped. The ration assembler shall provide the AVI (Army Veterinary Inspector) with a copy of the lot traceability records prior to shipment of each assembled lot. The following non-food items are exempt from traceability requirements: hand cleaner, matches, spoons and toilet tissue.

The purpose of the above, is to maintain traceability of a component lot through the assembly operation, in depot storage and up to the customer's receipt of the MCW/LRP 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. (3) Assembled meal bag examination of the applicable version of ACR-C-014. AQLs are not applicable for the traceability examination. The component lot numbers are recorded from the samples and compared against the lot traceability records provided by the assembler. A defective component lot number is a code which does not correlate with traceability records. Missing or illegible component lot numbers are not to be scored as defects unless there is reason to believe that the component represents a lot other than a lot listed by the traceability records. The finding of any defect will be cause for rejection of the lot.

E-2-I. Assembly of Mixed Code Lots

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

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

E-2-K. Receipt Inspection

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:

Receipt examinations for pouch integrity shall be performed in accordance with origin pouch examination criteria for each production lot of entrees, granola, and cheese spread, however, mixed code lots will be considered as a single lot and samples for receipt inspection shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Defect classifications shall correspond to the origin specification defect classifications. Any inspection failure shall be considered to be representative of the entire production lot and shall be cause for rejection of the entire production lot.

All other items delivered will be receipt inspected in accordance with the assembler's receipt inspection program as outlined in the assembler's Quality Systems Plan (QSP) at a minimum inspection level of S-3 of ANSI/ASQ Z1.4. The receipt inspection shall be, at a minimum, for count, condition, identity, and the presence of any internal infestation or foreign material. Any evidence of

insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot. Defect classification shall correspond to the origin specification defect classification.

The contractor's receipt inspection program will be verified by the U. S. Army Veterinary Inspection (AVI) personnel at the assembly plant. Any inspection failure shall be considered to be representative of the entire production lot and shall be cause for rejection of the entire production lot.

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 entrees, granola, and cheese spreads for pouch integrity inspection. When the total shipment is inspected as a single lot, the identity of the items must be maintained and samples must be drawn from each lot in proportion to its size. Homogeneous components are defined as follows: items procured by identical prime documents (identical PCRs, Commercial Item Descriptions) except for items packaged in accordance with
PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR PRODUCT IN A BRICKPACK POUCH,
PCR-G-003, and PCR-C-039.

The reliability of the contractor's receipt inspection system will be determined by the AVI in accordance with paragraph "Reliability Conditions" cited in the 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 MCW/LRP, the requirements of paragraphs E-1, E-2, E-3, E-4, and E-5 are required where applicable to components being manufactured.

E-2-M. Subcontracts

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

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

(3.) The prime contractor shall furnish with his offer a written certificate to the contracting officer as to the name of the subcontractor(s) utilized, including location and item procured. This includes the suppliers of the flameless ration heaters and packaging and packing materials requiring source inspection by the 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. For entrees, granola, and cheese spreads procured as contractor furnished material (CFM) components, when the manufacturer/packager is the prime contractor (assembler) or a subcontractor, origin inspection shall be contractor paid USDA-AMS inspection in accordance with DLAD clause 52.246-9023, unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by DLAD clause 52.246-9024 is applicable unless otherwise specified by this solicitation/contract. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15.

E-3-A-1. Additional Quality Assurance Provisions for Cheese Spread, PCR-C-039

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

Change in severity of inspection shall be based on the critical defect category and determined by component type, regardless of lot size. Normal inspection will be used at the start of inspection. Normal inspection shall continue unchanged for the critical category of defects on successive lots except where the procedures given in ANSI/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 clause or both.

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

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

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

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

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

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

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

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

When the above items are procured as CFM, verification inspection by the Government may be performed at destination in accordance with origin requirements or the contractors QSP receipt inspection provisions and to include, at a minimum, an inspection for count, condition, and identity, the presence of any internal infestation or the presence of foreign

material. In addition, the Government may inspect the manufacturer's product at destination by comparison with samples of the manufacturer's product selected from commercial distribution channels.

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

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

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

For dairy component powders and freeze dehydrated dairy products (cocoa beverages, dairy shakes, puddings, flavored coffees, non-dairy creamer, granolas with milk and fruit, ice cream sandwich, etc), all processing and packaging plant(s) and all plants providing dairy ingredients to the dairy processing plant(s) must be listed in the "Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Public Health Command as cited in paragraph (1) of DLAD Clause 52.246-9044 SANITARY CONDITIONS (NOV 2011) as used in this solicitation. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) of DLAD Clause 52.246-9044 SANITARY CONDITIONS (NOV 2011). The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

E-3-E. Additional Quality Assurance Requirements for MCW/LRP Crackers

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

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

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

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

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

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

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

(1) Crackers packaged within 45 days of production. The contractor shall request and provide the GQAR a Certificate of Analysis (COA) from their bulk cracker supplier and also a copy of their own COA if a verification test (for compliance with moisture and/or pH analytical requirements) is conducted by the contractor at receipt. Government testing and acceptance will be based on the bulk lot testing results if crackers packaged within 45 days of production. Government testing shall be contractor-paid USDA bulk lot testing at origin, however, as an alternative to contractor-paid USDA testing, the contractor may request that government bulk lot testing be performed on receipt by the Department of Defense. If the bulk crackers supplier's COA and/or the contractor's COA indicate(s) noncompliance (applicable if the contractor conducts verification at receipt and results obtained are nonconforming), the Government reserves the right to verify the COA through actual testing by a Government laboratory. In the event that the Government detects irregularity in the contractor's testing system or the cracker producer's, the designated GQAR will withhold approval until Government laboratory test results show that product is conforming. The "Alternative Inspection Requirements for Selected Items" (DLAD clause 52.246-9024) shall apply. Government retesting will be performed at the Government laboratory where the original test in question was performed. USDA certification of bulk lot compliance for moisture and pH may be offered to assembly GQAR, in lieu of a COA from the bulk supplier, as contractor's verification of compliance.

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

E-3-F. End Item Testing. Compliance with applicable food component specification 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:

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

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

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

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

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

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

The component lot number for thermostabilized (retorted) and high-pressure processed 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. (Reserved)

E-4-F. 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, FV, SCI DIVISION
1400 INDEPENDENCE AVE. SW
STOP 0247, ROOM 0726, SOUTH BLDG.
WASHINGTON, DC 20250-0247
POC: (202) 720-5021

Three samples selected by USDA-AMS will be sent to:
US ARMY RESEARCH, DEVELOPMENT & ENGINEERING COMMAND
NATICK SOLDIER RESEARCH, DEVELOPMENT & ENGINEERING CENTER
ATTN: RDNS-CFF
15 KANSAS STREET
NATICK, MA 01760-5056

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

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

The "Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations", dated March 2001, are applicable to current and future contracts. The switching

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

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

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

A. Corrective Action (Rework/Screen Inspections) Taken Prior to Government Inspection (Receipt, In-Process And End-Item Inspections): Unless otherwise specified below, all reworks and screening inspections conducted prior to the initial Government inspection of the lot do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc.), he has the alternative to request the Contracting Officer for a waiver for the nonconforming requirement. If the Contracting Officer approves the waiver request for a specific requirement, the written waiver approval shall be provided to the GQAR when the supplies are presented for Government Verification Inspection (the skip-lot inspection does not apply in this case). The GQAR shall only inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request nonconforming supplies to be inspected by the GQAR, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only.

Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

B. The Following Reworks Must Be Coordinated with the Supervisory GQAR and, As Required, Approved by the Applicable DLA Troop Support-FTR Office.

1. **Insect or Rodent Infestation/Contamination:** Reworks must be approved by FTR/FTSB.
2. **Food Safety and Foreign Material:**

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

(b) Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is presented for Government end item verification inspection. If the producer fails to provide enough information/data in the case of a deviation, the GQAR shall contact FTR for approval to proceed with the Government end item verification inspection.

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

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

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

3. Container Integrity Defects: All reworks due to container integrity defects (critical defects only) noted during the producer's end item inspection, the Government's final lot end item verification inspection, the Government's or assembler's receipt inspection, or noted when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly operation must be approved by the applicable contracting officer, unless a 100% container rework of the entire lot is conducted at source or at the assembler. All containers exhibiting the same or other container integrity defects must be removed during the 100% container rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected, as applicable, by the GQAR at the location of the rework using the next larger sample size (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

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

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

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

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

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

C. Contractor's Quality History:

1. Effectiveness of corrective actions (rework/screen inspections) taken by the contractor prior to Government end item verification inspection (receipt, in-process and contractor's end-item inspections) will be determined by the results of the end item verification inspection performed by the GQAR. **Corrective actions taken to ensure compliance with the contractual requirements prior to the Government end item verification inspection will not be counted against the contractor's quality history.** If product is found conforming during the Government end item verification inspection, the corrective action will be determined to have been effective. However, all requests for waivers and product deviations will be counted.

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

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

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

1. Contractor's name and address.
2. Contract number, lot number(s), and quantity.
3. Item nomenclature and NSN, whether a component or end item.
4. Specification number, table/paragraph number, sample size, AC/REJ number(s), defect number(s), number of defects. Identify the pouch codes of defective units.
5. Classification of defects: Critical _____ Major _____ Minor _____
6. Cause of nonconformance or deviation, and corrective and preventive action.
 - a) State the root cause of the deficiency.
 - b) State the corrective action and the preventive action contractor has taken/will take to preclude recurrence.
 - c) If preventive action is not possible, state why.
7. If deviation/nonconformance is of a recurring nature, the frequency of occurrence and date/contract/lot

- number of last occurrence.
8. Effect on cost/price.
 9. Effect on delivery schedule.
 10. Full justification for request for deviation, waiver, rework or reinspection.
 11. Submit in-process data (MPC,SPC) and contractor and Government end-item records for the involved lot(s). Submit retort records, copy of process schedule and letter from Processing Authority if a process deviation.
 12. Applicable to the defect found or class of defects for critical defects, identify the situations where the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

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

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

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

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

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

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

E-4-J. Reliability Conditions

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

(B.) The GQAR may perform verification inspection on any of the lots presented by the contractor to determine if the inspection results reported by the contractor are a reliable indication of product quality. Verification inspection results may be compared with product acceptance criteria set forth in the contract and/or with contractor inspection results for the purpose of determining if verification inspection performed by the GQAR may be reduced. This reduction in Government verification inspection may be effected through less frequent inspection (skip lot/modified skip lot), reduced severity of

inspection, or both. Contracting Officer's approval must be section obtained before switching the degree of inspection severity to reduced inspection even though all criteria have been met. .

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

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

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

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

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

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

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

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

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

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

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

(K.) The contractor's inspection system will be considered unreliable if a statistical comparison of contractor and Government inspection results indicates noncomparability. The noncomparable status will serve to notify the contractor of

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

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

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

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

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

1. The GQAR will notify the contractor in writing when the contractor's inspection system is determined to be unreliable. A copy of this letter containing the reason(s) for such determination will be forwarded through the appropriate CQAE(s) to the PCO(s).

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

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

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

4. Laboratory testing costs will be assessed at cost.

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

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

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

E-5. FAR and DLAD 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 DLAD Clauses contained in this section, read the citation as "DD Form 250, Material Inspection Receiving Report (MIRR) or Wide Area Work Flow Receiving Report", as applicable.

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form

250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

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

Date of Execution: _____

Signature: _____

Title: _____

52.211-9046 FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE (NOV 2011) DLAD

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

52.246-9003 MEASURING AND TEST EQUIPMENT (JAN 2014) – DLAD

Notwithstanding any other clause to the contrary, and/or in addition thereto, the Contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with International Organization for Standardization (ISO) 10012:2003 or American National Standards Institute (ANSI)/National Conference of Standards Laboratories (NCSL) Z540.3 (R2013).

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

When required, the contractor will select samples of end items or components or both for contractor examination or testing as required by the item specification or other contract provisions. In addition, the government may select samples of end items or components or both at origin for the purpose of conducting required inspection.

The government may use, consume, destroy or retain said samples at its option. Notwithstanding any other provision of the contract, the contractor shall bear the cost of contractor and government samples selected at origin, whether the supplies are accepted or rejected.

Furthermore, unless otherwise specified, any sample unit which is altered as a result of the performance of any required examination or test so as to no longer meet the required characteristic of the component or end item, shall not be included as part of the supplies delivered under the contract.

Examples of such alteration include, but are not limited to, cutting an item to remove a slice or observe internal surface characteristics, procedures requiring re-canning/re-cooking of the product, thawing and refreezing.

52.246-9023 GENERAL INSPECTION REQUIREMENTS (NOV 2011) – DLAD

(a) Inspection.

(1) The Contractor shall employ the services of the United States Department of Agriculture (USDA), Grain Inspection, Packers and Stockyard Administration (GIPSA) or Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The Contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with

the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity. The Contractor shall furnish the Government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers, and referenced specifications).

Offerors may contact the appropriate Government office to discuss inspection procedures prior to submitting offers; however, nothing provided thereby shall be construed to alter the applicable specification in any manner or to reduce the responsibility of Contractor to comply with such specifications.

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

(3) The Government will perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform with contract requirements, the inspector shall report the findings of his inspection to the appropriate DLA Troop Support office (operational rations business unit, food services business unit, produce business unit, product services office, etc.). The applicable DLA Troop Support office shall report the findings to the Contracting Officer or the ordering officer, who shall in turn notify the Contractor.

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

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

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

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

(c) USDA and USDC certificates.

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

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

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

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

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

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

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

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

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

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

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111 in accordance with DLA Troop Support clause 52.246-9P20.

(v) Indicate the applicable contract or order number.

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

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

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

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

(2) When DD Form 250 (MIRR) is not required, the original signed USDC inspection certificate or USDA inspection certificate other than USDA Form LS 5-3 must be attached to the top of the commercial invoice, which is submitted to the

designated paying office. When the services of the USDA, AMS, Livestock, Meat, Grain and Seed Division are employed, the original signed USDA Form LS 5-3 or a copying machine duplicate of the original form LS 5-3 with an original signature must be attached to the top of the commercial invoice which is submitted to the designated paying office.

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

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

(e) Lot identification. The contractor shall code or distinctively mark by embossing, stamping, printing or stenciling each shipping container for every lot of supplies offered for acceptance so as to identify the lot from any other lot produced by the Contractor. Under both in-process (on line) and stationary lot inspections, the maximum lot size, unless otherwise specified in the contract, shall be defined by the assigned inspection agency.

(f) Particular inspection requirements.

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

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

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

NOTE: In paragraph (f)(2) of 52.246-9023, General Inspection Requirement, delete "MIL-L-35078" and insert "DLA Troop Support Form 3507, Loads, Unit: Preparation of Semiperishable Subsistences Items."

52.246-9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS (NOV 2011) DLAD

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

To expedite shipment, the Contractor has the option to perform, or have performed by an independent laboratory, contractually-required tests of end items or component material not specified by the U.S. Standards of Grade. The inspector for the Government agency having jurisdiction over ascertaining compliance may permit shipment, provided all other requirements of the contract are met. The designated Government inspector will select random samples of each lot of end items or component material for verification testing until the Contractor's testing system is determined reliable in accordance with paragraph (c) of this clause. It is the intent of the Government to rely on Contractor test results to the maximum extent practicable and minimize Government verification testing.

(b) Compliance of Product.

Acceptance of material as complying with required characteristics shall be based on the Contractor's test results; provided that Government verification indicates the Contractor's testing system is reliable, in accordance with paragraph (c) of this clause, as to each of the required characteristics. If the Contractor's test system is determined to be unreliable, product compliance will be determined based solely on Government test results. In the event the Government detects any irregularities in the Contractor's testing system, the designated Government inspector may withhold approval until Government test results indicate products conform to contract requirements. (For Meal, Ready-to-Eat (MRE) items, if Government laboratory test results show that product is nonconforming, the product shall be withheld from final assembly and subject to return and replacement by the component Contractor, even if previously approved by the Government inspector.)

(c) Reliability Conditions.

(1) To be considered reliable, the Contractor's testing system shall produce results comparable to the Government test results; unless the Government agency having jurisdiction has inspected the item produced at the Contractor's plant within the previous 120 days. Unless otherwise specified in this contract, the Government inspector will select samples randomly from the first three lots of end items presented for inspection and will conduct verification testing on a skip-lot basis. Skip-lot verification is done by random selection of samples from not less than one lot in six consecutive lots presented for inspection. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent inspection. (For instance, starting with a group of six lots (i.e., 1-6), one lot is randomly selected for inspection. If lot 4 is selected, the next samples will be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 is selected, the next samples will be selected from lots 9, 10, 11, 12, 13, or 14; and so on.)

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

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

(4) Contractor testing system reliability will be determined by applying recognized statistical tests to the Contractor's and Government's test results. These determinations shall be accomplished by the DLA Troop Support, Directorate of Subsistence, Product Services Office, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5092.

(5) The Contracting Officer will notify the Contractor of any change in reliability status. Notification will include details of the statistical determinations and test results used in reliability studies. Telephonic notification and copies of these determinations will be provided to the Government by DLA Troop Support FTRE.

(d) Procedures. When the Contractor elects to perform testing, the following shall apply:

(1) Reporting of Contractor's Results. Test reports for each lot of end item and components shall be submitted in the format contained in this clause by the Contractor in an original and one copy to the designated Government inspector. The inspector will forward one completed copy to DLA Troop Support FTRE.

(2) Verification Actions. The Government will perform verification testing for food items and component material required by the contract to assure that the Contractor's testing results are reliable. Verification samples will be accompanied by a DD Form 1222, Request for and Results of Tests. The Government laboratory that performs the tests will provide copies of the test results to the Government inspector and to DLA Troop Support FTRE. The Government laboratory will telephone the results to DLA Troop Support HS (215-737-4259) when testing identifies nonconformance. The Government reserves the right to (i) increase the rate or amount of verification testing up to and including full lot-by-lot testing, in the event the Contractor does not furnish reliable test results or certificates; or (ii) obtain additional data when significant disparities exist between the Contractor's results and the results of the Government laboratory testing. When any element of the Contractor testing system is determined unreliable, the Government may consider the testing system as a whole unreliable and return to full lot-by-lot verification for every test. Testing by the Government will continue until such time as the Contractor's reliability is again established.

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

(e) Charges Applicable to Unreliable Test Status. The prime Contractor shall be charged the costs of lot-by-lot inspection during the period that its testing system is considered unreliable. These charges will be processed and approved by the Contracting Officer.

(f) Format for Contractor/subcontractor test report.

Name and Address of Contractor:

Name and Address of Subcontractor: (if applicable)

Received for Testing: (date)

Contract Number:

Sample Tested: (end item or component, indicate by name)

Quantity Tested:

Applicable Specification:

Identification of Lot: (end item or component lot number, as applicable)

Quantity in Lot: (units)

Testing Completed: (date)

Test Report

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

(Typed name and title of laboratory official and signature)

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

Certification

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

Signature: _____

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

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

Certification

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

Signature: _____

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

Distribution:

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

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."

52.246-9025 REINSPECTION OF NONCONFORMING SUPPLIES (NOV 2011) DLAD

(a) When origin inspection is performed by the U.S. Department of Agriculture (USDA) or U.S. Department of Commerce (USDC) and supplies are found to be nonconforming at origin, the Contractor may request USDA/USDC reinspection/formal review in accordance with the regulations of the respective agency. In such instances, the next larger available sample size will be used. The decision of the USDA/USDC representative as to conformance or nonconformance shall be final. It will be within the discretion of USDA/USDC whether to assess reinspection costs against the Contractor.

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

(1) Reinspection of nonconforming supplies for grading factors, suspicion of fraud or substitution shall be conducted by the applicable origin inspection agency (USDA for meats and poultry, or USDC for water foods). All costs associated with USDA/USDC reinspection shall be borne by the Contractor; unless the reinspection results establish compliance with contractual requirements, in which case costs shall be borne by the Government.

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

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

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

NOTE: If there is any discrepancy between this clause, 52.246-9025 Reinspection of Nonconforming Supplies (Nov 2011) DLAD, and the Section E clauses entitled "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance", the requirements of "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance" shall take precedence. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD

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

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

52.246-9044 SANITARY CONDITIONS (NOV 2014) DLAD

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army 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/DoDAApprovedFoodSources.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) 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.

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

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

- (1) Shipped in interstate commerce,
 - (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.
 - (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations promulgated there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.
- (b) The Government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty.

Notwithstanding the time at which such breach is discovered, the Government reserves the right to give notice of breach of this warranty at any time within this six-month period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

- (c) Within a reasonable time after notice to the Contractor of breach of this warranty, the Government may, at its election:
- (1) Retain all or part of the supplies and recover from the Contractor, or deduct from the contract price, a sum the Government determines to be equitable under the circumstances;
 - (2) Return or offer to return all or part of the supplies to the Contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either Act or regulations promulgated there under, such seizure, at Government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled "Disputes".
- (d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

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

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

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

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

NOTICE: The following Federal Acquisition Regulation clauses are incorporated by reference:
52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E-6. INSPECTION AND ACCEPTANCE AT ORIGIN (RATION ASSEMBLER)

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

52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) - DLAD

- (a) Inspection and acceptance are at origin.
- (b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.
- (c) The Offeror shall indicate below the location where supplies will be inspected:

Supplies:

Plant: _____
Commercial and Government entity (CAGE) code: _____

Street: _____

City/State/Zip: _____

Applicable to contract line items (CLIN(s)): _____

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

Packaging:

() Same as for supplies

or,

Plant: _____ Cage Code: _____

Street: _____

City/State/Zip: _____

Applicable to CLIN(s): _____

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

(1) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and ensure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the Contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

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

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

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

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

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD

- (a) Inspection and Acceptance are at Origin.
- (b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

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

Supplies:

Plant:

Commercial and Government Entity (CAGE) Code:

Street:

City/State/Zip:

Applicable to contract line-item(s) (CLIN(s):

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

Packaging:

[] Same as for supplies, or,

Plant:

Cage Code:

Street:

City/St/Zip:

Applicable to clin(s):

SECTION F - DELIVERIES OR PERFORMANCE

The following additional clauses are hereby incorporated:

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

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

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

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

(End of clause)

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

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

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

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Contract Administration:

Contract Administration will be performed by Office listed in Block 6 of the SF 26. DCMA administration office is to be designated at time of award of the resultant contract(s).

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 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**

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.

H-2 Storage of Component Items:

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. 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:

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:

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 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:

Payment to assemblers will be based upon the number of completed boxes assembled and delivered. No compensation will be allowed for subassemblies which are not incorporated into completed boxes.

H-6 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-7 Force Protection

The DLA Troop Support Subsistence Directorate provides worldwide 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 take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items. As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take all necessary actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism. The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies. Accordingly, the offeror shall submit its Food Security 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. NOTE: The offeror's Force Protection proposal shall be part of any contract awarded. The contractor's Food Security Plan may be audited by the AVI or the DLA Troop Support Quality Audit Team. Failure to comply with the provisions of the Plan will be considered a deficiency(s), and the contractor will be required to take corrective action. Failure to take corrective action or repetitive or recurring deficiencies will be considered a failure by the contractor to comply with the terms and conditions of the contract.

H-8 Production Standard Replenishment for Food Items:

Acceptable PDMs will be used as production standards. The approval of any PDM will not constitute waiver of the requirement that all delivered product must meet all other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements. Every 12 months or as needed, the Government Quality Assurance Representative (GQAR) will replenish the Government's supply of PDMs at origin with 70 samples randomly selected from a lot accepted by the Government for all contractual requirements. Every 12 months, the GQAR will randomly select 32 replenishment samples for Natick from a lot accepted by the Government for all contractual requirements. Contractor will be responsible for shipment to Natick. No Government Furnished Equipment (GFE) will be supplied or may be used in performance of a MCW/LRP contract.

52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD

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

[] **Electronic Data Interchange (EDI) transmissions** in accordance with ANSI X12 Standards through DLA Transaction Services approved value added network (VAN).

[] **Electronic Mail (email) award notifications** containing Web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD

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

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

(End of Clause)

SECTION I - CONTRACT CLAUSES

52.216-9059 Economic Price Adjustment - Meal Cold Weather/Long Range Patrol (MCW/LRP)

As prescribed at Federal Acquisition Regulation (FAR) 16.203(a)(1), and Defense Logistics Acquisition Directive (DLAD) 16.203-1(a)(90) and 16.203-4-90(l), insert the following clause:

ECONOMIC PRICE ADJUSTMENT (EPA) - MEAL COLD WEATHER/LONG RANGE PATROL (MCW/LRP) (NOV 2011)

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

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

ITEM	MENU	EPA FACTOR/ COMPONENT	ECONOMIC INDICATOR	PUBLISHER / PUBLICATION / FREQUENCY PUBLISHED	BASE UNIT PRICE	ADJ. UNIT PRICE
Chicken	#1	Spicy Oriental Chicken w/ Rice	Breasts, B/S, Georgia, FOB Dock, Wtd. Avg. Price	USDA / USDA Broiler Market News Report / 3 X Per Wk	52 Week period	52 Week period

	#5	Chicken & Rice	Breasts, B/S, Georgia, FOB Dock, Wtd. Avg. Price	USDA / USDA Broiler Market News Report / 3 X Per Wk	52 Week period	52 Week period
	#9	Rice and Chicken, Mexican	Breasts, B/S, Georgia, FOB Dock, Wtd. Avg. Price	USDA / USDA Broiler Market News Report / 3 X Per Wk	52 Week period	52 Week period
	#3	Soup, Noodle, Ramen, Instant, Fried Noodle, Cup	Flour, hard winter Kansas City cwt	WSJ / WSJ Commodity Cash Prices / Daily	52 Week period	52 Week period
Beef	#2	Beef Stroganoff w/ Noodles	IMPS 167A Round, Knuckle, Trimmed, Wtd. Avg. (BPN U-12)	USDA / Weekly Nation Carlot Meat Report / Weekly	52 Week period	52 Week period
	#3	Chili Macaroni	Boneless Processing Beef/Beef Trimmings, FOB National, Wtd. Avg. 85% fr (BPN U-24)	USDA / Weekly Nation Carlot Meat Report / Weekly	52 Week period	52 Week period
	#7	Beef Stew	IMPS 167A Round, Knuckle, Trimmed, Wtd. Avg. (BPN U-12)	USDA / Weekly Nation Carlot Meat Report / Weekly	52 Week period	52 Week period
	#8	Spaghetti w/ Meat Sauce	Flour, hard winter Kansas City cwt	WSJ / WSJ Commodity Cash Prices / Daily	52 Week period	52 Week period
	#3	Soup, Noodle, Ramen, Instant, Fried Noodle, Cup	Flour, hard winter Kansas City cwt	WSJ / WSJ Commodity Cash Prices / Daily	52 Week period	52 Week period
Pork	#10	Scrambled Eggs w/ cheese, Western style (type III- Ham dices)	National Liquid, Whole, Wtd. Avg	USDA / USDA Egg Market News / 2 X Per Wk	52 Week period	52 Week period
	#11	Scrambled Eggs w/ Bacon (type II-Bacon pieces)	National Liquid, Whole, Wtd. Avg	USDA / USDA Egg Market News / 2 X Per Wk	52 Week period	52 Week period
	#12	Scrambled Eggs w/ cheese, Western style (type III- Ham dices)	National Liquid, Whole, Wtd. Avg	USDA / USDA Egg Market News / 2 X Per Wk	52 Week period	52 Week period
Turkey	#4	Turkey Tetrizzini	Turkey Breasts, B/S, Tom	USDA / USDA Turkey Market News Report / 3 X Per Wk	52 Week period	52 Week period
Eggs	#10	Scrambled Eggs w/ cheese, Western style	National Liquid, Whole, Wtd. Avg	USDA / USDA Egg Market News / 2 X Per Wk	52 Week period	52 Week period
	#11	Scrambled Eggs w/ Bacon	National Liquid, Whole, Wtd. Avg	USDA / USDA Egg Market News / 2 X Per Wk	52 Week period	52 Week period
	#12	Scrambled Eggs w/ cheese, Western style	National Liquid, Whole, Wtd. Avg	USDA / USDA Egg Market News / 2 X Per Wk	52 Week period	52 Week period

Cheese	#3	Cheese spread	Cheese Average Price Per Pound (Class III)	USDA / Federal Milk Order Price Announcements / Monthly	12 Month period	12 Month period
	#4	Cheese spread	Cheese Average Price Per Pound (Class III)	USDA / USDA Federal Milk Order Price Announcements / Monthly	12 Months period	12 Month period
	#10	Scrambled Eggs w/ cheese, Western style	National Liquid, Whole, Wtd. Avg	USDA / USDA Egg Market News / 2 X Per Wk	52 Week period	52 Week period
	#12	Scrambled Eggs w/ cheese, Western style	National Liquid, Whole, Wtd. Avg	USDA / USDA Egg Market News / 2 X Per Wk	52 Week period	52 Week period
Non-Fat Dry Milk Powder	#1 & #12	Dairy shake	Base Skim Milk Price for Class I time 0.965 plus Advanced Butterfat Pricing Factor times 3.5	USDA / USDA, AMS, Dairy Programs / Monthly	12 Month period	12 Month period
	#10	Cocoa beverage powder	Cocoa, Ivory Coast, \$ per metric ton	WSJ / WSJ Commodity Cash Prices / Daily	52 Week period	52 Week period
	#11	Cocoa beverage powder	Cocoa, Ivory Coast, \$ per metric ton	WSJ / WSJ Commodity Cash Prices / Daily	52 Week period	52 Week period
	#2	Chocolate Sports Bar	Cocoa, Ivory Coast, \$ per metric ton	WSJ / WSJ Commodity Cash Prices / Daily	52 Week period	52 Week period
	All Accessory Packets	Non-Dairy Creamer	Soybean oil, crude; Central Illinois lb.	WSJ / WSJ Commodity Cash Prices / Daily	52 Week period	52 Week period
Peanut Butter / Peanuts	#3	Chocolate Peanut Pan Coated Disks	Virginia Peanuts Average Price per pound	USDA / National Agriculture Statistical Studies (NASS) Peanut Prices / Weekly	52 Week period	52 Week period
	#2 & #6	Nut & Fruit Mix	Virginia Peanuts Average Price per pound	USDA / National Agriculture Statistical Studies (NASS) Peanut Prices / Weekly	52 Week period	52 Week period
	#8	Chocolate Peanut Spread	Virginia Peanuts Average Price per pound	USDA / National Agriculture Statistical Studies (NASS) Peanut Prices / Weekly	52 Week period	52 Week period
Packaging Materials		Linerboard	Linerboard (42-lb) Unbleached Kraft, East, Sh. Ton, Semi-Annual	Miller Freeman, Inc. / Pulp & Paper Week / Weekly/Prices are Published Monthly	Semi-annual	Semi-annual
Packaging Materials		Resins	LDPE Resins, Large Buyer Price Film Liner Grade	Chemical Data / Monthly Petrochemical &	12 month period	12 month period

				Plastic Analysis / Monthly		
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In addition to the components shown above, the following are also included

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(p) Authority to add additional items to this clause: Paragraph (b) of this clause identifies 30 unique components contained in the MCW/LRP. These components are selected based on historical data and may not be included in every ration. Refer elsewhere in the solicitation/contract for listing of the exact component makeup. Due to customer requirements, the Contracting Officer may add additional components to the ration. The Contracting Officer will show within paragraph (b) the additional components(s).

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

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

(End of Clause)

52.211-9014 Contractor Retention of Traceability Documentation.

As prescribed in 11.304-92(a), insert the following clause:

CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION
(AUG 2012)

- (a) This clause applies whenever the Contractor is not the manufacturer of the item(s) to be furnished.
- (b)(1) The Contractor shall retain evidence to document that items furnished under this contract conform to contract requirements. Evidence will generally include information tracing the items back to the manufacturing source or its authorized distributor. At a minimum, evidence shall be sufficient to establish the identity of the item, its manufacturing source, and conformance to the item description.
- (2) Examples of traceability documentation include, but are not limited to, the following:
- (i) Purchase order(s)/invoice(s) between manufacturer(s)/distributor(s), identifying part number (and/or technical data package (TDP) with revision level) and quantities;
 - (ii) Original equipment manufacturer (OEM) or approved/qualified source's packing slips, identifying part number (and/or TDP with revision level) and quantities;
 - (iii) OEM or approved/qualified source's certification, identifying part number (and/or TDP with revision level) and quantities; and/or
 - (iv) OEM or approved/qualified source's identifiable standard packaging, with part number (and/or TDP with revision level) cited on the package.
- (3) The Contractor shall be responsible for the assurance of type, kind, count, and condition. Preservation, packing, packaging, and marking shall be in accordance with contractual requirements.
- (4) The Contractor shall provide documentation of traceability for review—
- (i) Upon request by the Contracting Officer at any time prior to or after award;
 - (ii) At time of Government source inspection, if applicable; and/or
 - (iii) During random or directed post-award audits.
- (5) The Contractor shall retain documentation in accordance with this clause for 5 years after final payment under this contract.
- c) The Offeror/Contractor shall provide documentation of traceability for review—
- (1) Upon request by the Contracting Officer at any time prior to or after award;
 - (2) At time of Government source inspection, if applicable; and/or
 - (3) During random or directed post-award audits.
- (d) Traceability documentation shall, at a minimum, include the following:
- (1) If the Offeror/Contractor is an authorized dealer/distributor for an approved source for the specific item being procured by the Government, the following requirements apply:
 - (i) The Offeror/Contractor shall maintain at least one of the following:
 - (A) A copy of its current dealer/distributorship agreement;
 - (B) A letter of authorization from the approved source; or
 - (C) A link to an official website maintained by the approved source, which shall clearly identify the Offeror as an authorized dealer/distributor.
 - (ii) By submission of documentation described in subparagraph (d)(1)(i) of this clause, the Offeror/Contractor represents that:
 - (A) The dealer/distributor relationship with the approved source applies to the specific item being procured by the Government; and
 - (B) If the Contractor's dealer/distributor status with the approved source changes after award, the Contractor shall promptly notify the Contracting Officer. Failure to provide such notification is grounds for cancellation of award or termination for default/cause, as applicable.
 - (2) If the Offeror/Contractor is not an authorized dealer/distributor for an approved source for the specific item being procured by the Government, the following requirements apply:
 - (i) If the Offeror/Contractor identified the offered item as "not in stock/not currently owned by the Offeror" or "not yet manufactured," the Offeror/Contractor shall—
 - (A) Maintain a verifiable quotation from the approved source, or from an authorized dealer/distributor for the approved source.
 - (B) Include the following information in its quotation:
 - (1) The item part number or designation, which shall be provided in sufficient detail to document that the item being quoted is the same as the item being procured by the Government;
 - (2) The quantity, which shall be sufficient to satisfy the solicitation requirement;
 - (3) The unit price quoted by the approved source, or by the authorized dealer/distributor for the approved source;
 - (4) The date of the quotation; and
 - (5) The name and phone number of the representative of the approved source, or of the authorized dealer/distributor for the approved source.
 - (C) The quotation shall be on the letterhead of the approved source, or of an authorized dealer/distributor for the approved source; or an electronic quotation, which shall be clearly identifiable as coming to the Offeror/Contractor from the approved source, or from an authorized dealer/distributor for the approved source.

- (D) If the offered items are obtained from an authorized dealer/distributor for the approved source, the Offeror/Contractor shall maintain the information described in subparagraph (d)(1)(i) of this clause to document the authorized dealer/distributor arrangement; and the terms in subparagraph (d)(1)(ii) of this clause shall apply.
- (ii) If the Offeror/Contractor identified the offered item as "shipped" or "in stock/currently owned by the Offeror," the following requirements apply:
- (A) The Offeror/Contractor shall maintain one of the following documents:
- (1) The invoice received by the Offeror/Contractor from the approved source, or from an authorized dealer/distributor for the approved source; or
- (2) The packing slip that accompanied the shipment to the Offeror/ Contractor from the approved source, or from an authorized dealer/distributor for the approved source. The packing slip shall include a packing slip number. (If no packing slip number was provided, the Offeror/Contractor shall obtain and maintain written documentation from the approved source, or from the authorized dealer/distributor for the approved source, verifying the packing slip number. Such documentation shall include the name and address of the approved source, or of the authorized dealer/distributor for the approved source; the date of the correspondence; and the name and phone number of the representative of the approved source, or of the authorized dealer/distributor for the approved source, who provided the information.)
- (B) The documentation furnished in accordance with subparagraph (c)(2)(ii)(A) of this clause shall include the following:
- (1) Date;
- (2) the name and address of the approved source, or of the authorized dealer/distributor for the approved source;
- (3) the name and phone number of the representative of the approved source, or of the authorized dealer/distributor for the approved source;
- (4) the item part number or designation, which shall be provided in sufficient detail to document that the item provided to the Contractor is the same as the item being procured by the Government;
- (5) the quantity, which shall be sufficient to satisfy the solicitation requirement;
- (6) the unit price charged by the approved source, or by the authorized dealer/distributor for the approved source; and
- (7) the Offeror's/Contractor's name and address.
- (C) If the offered items are obtained directly from an authorized dealer or distributor, the Offeror/Contractor shall maintain the information described in subparagraph (d)(1)(i) of this clause to document the authorized dealer/distributor arrangement; and the terms in subparagraph (d)(1)(ii) of this clause shall apply.
- (3) If the offered items are not obtained directly from an approved source, or from an authorized dealer/distributor of an approved source, the Offeror/Contractor shall maintain documentation, as described in subparagraph (d)(2) of this clause, sufficient to establish the complete line of ownership or distribution from the approved source, or from an authorized dealer/distributor for the approved source, to the Offeror/Contractor.
- (e) The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer finds the evidence to be unacceptable, or if the Contractor fails to retain or provide the requested evidence, the award may be cancelled or contract may be terminated for cause/default, as applicable.
- (f) At the Contracting Officer's discretion, documentation of traceability provided by the Contractor, in accordance with provisions in the solicitation and/or clauses included in this contract, may be used to determine the acceptability of documentation retained in accordance with this clause.
- (g) Notwithstanding any documentation provided by the Offeror prior to purchase order issuance/contract award, the Government reserves the right to require additional documentation attesting to the authenticity of the material at any time before or after contract delivery.
- (h) If the solicitation states inspection and acceptance shall take place at destination, the Government reserves the right to change the place of inspection and acceptance to origin and to invoke 52.246-9004, Product Verification Testing, at time of award, with no increase in the awarded unit price.
- (i) The Contractor shall be responsible for the assurance of type, kind, count, and condition. Preservation, packing, packaging, and marking shall be in accordance with contractual requirements.
- (j) The Contractor shall retain documentation in accordance with this clause for 5 years after final payment under this contract.

(End of Clause)

52.215-9023 Reverse Auction.

As prescribed in 15.408-90(d)(1), use the following provision.

REVERSE AUCTION (OCT 2013)

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

- (a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each Offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.
- (b) Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the auction process.
- (c) Prior to conducting the reverse auction, the Contracting Officer may hold discussions with the Offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

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

(e) An Offeror's final auction price at the close of the reverse auction will be considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(f) The following requirements apply when the Government uses a commercial web-based product to conduct the reverse auction:

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

(2) In order for an Offeror to participate in the reverse auction, such Offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

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

(4) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation, the "Not Lead" Offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award if their final price in the auction is the tie offer price. If evaluation factors in addition to price were listed in the solicitation, tie offers that are "Not Lead" will be considered and evaluated in accordance with those evaluation factors.

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

(6) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(7) Training:

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

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

(End of provision)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS

52.202-01 DEFINITIONS (NOV 2013) FAR

52.203-03 GRATUITIES (APR 1984) FAR

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 (MAR 2009) 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

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (DEC 2012) DFARS

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: .
[Contracting Officer shall insert the appropriate DHS contact information or website.]

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

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

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

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) 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 (AUG 2013) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 2014) 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:

52.211-9000 GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes [] No []

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) code and part number, specification, etc.).

Yes [] No []

The material conforms to the revision letter/number, if any is cited.

Yes [] No [] Unknown []

If no, the revision offered does not affect form, fit, function, or interface.

Yes [] No [] Unknown []

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material. **Yes [] No []**

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. **Yes [] No []** If yes, provide the information below:

Government Selling Agency	Contract Number	Contract Date (Month, Year)

Other Source	Address	Date Acquired (Month, Year)

(3) The material has been altered or modified.

Yes [] No []

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. **Yes [] No []**

If yes, (i) the price offered includes the cost of reconditioning/refurbishment.

Yes [] No []; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

Yes [] No []

If yes, the price includes replacement of cure-dated components. **Yes [] No []**

(5) The material has data plates attached. **Yes [] No []**

If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. **Yes [] No []**

(If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number	National Stock Number (NSN)	Commercial and Government Entity (Cage) Code

Part Number	Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before.

Yes [] No []

If yes, (i) the material being offered is from the same original Government contract number as that provided previously.

Yes [] No []; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency	Contract Number

(8) The material is manufactured in accordance with a specification or drawing.

Yes [] No []

If yes, (i) the specification/drawing is in the possession of the Offeror. **Yes [] No []**;

and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer.

Yes [] No []

Specification/Drawing Number	Revision (if any)	Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.

Yes [] No []

If yes, (i) Material has been re-preserved. **Yes [] No []**;

(ii) Material has been repackaged. **Yes [] No []**;

(iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and (iv) a written report was prepared. **Yes [] No []** If yes, the Offeror has attached it or forwarded it to the Contracting Officer. **Yes [] No []**

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Distribution Services 1427, Notice of Award, Statement and Release Document.

For DLA Distribution Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

For DLA Distribution Services Recycling Control Point (RCP) term sales, the statement of account or billing document.

For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DLA Distribution Services Form 1427.

When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. **Yes [] No []**)

When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government.

Describe and/or attach.

52.211-9002 PRIORITY RATING (NOV 2011) DLAD

52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (NOV 2011) DLAD

52.211-9069 TIME OF DELIVERY - ORDERING OFFICE (NOV 2011) DLAD

Material ordered under the terms of this contract shall be delivered within 120 days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).

(End of Provision)

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

52.215-9016 NOTICE TO CONTRACTORS AND DEFENSE FINANCE ACCOUNTING SERVICES (DFAS) (NOV 2011) DLAD

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]*.

52.216-9036 EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT (FEB 2009) DLAD

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR

52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) FAR

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) FAR

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014) FAR

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR

52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009) FAR

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) FAR

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

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)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

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

52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD

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 (NOV 2011) 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 (JUL 2014) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013) DFARS

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

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

52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

(End of clause)

52.252-02 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

252.225-7048 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.*);

(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)

SECTION J - LIST OF ATTACHMENTS

REFERENCE DOCUMENTS

DLA TROOP SUPPORT FORMS

DLA TROOP SUPPORT FORM 3507 - Loads, Unit: Preparation of Semiperishable Subsistence Item

DLA TROOP SUPPORT FORM 3556 - Marking Instructions for Shipping Cases, Sacks, and Unit Loads of Perishable and

Semiperishable Subsistence

FEDERAL STANDARD

FED-STD-101 - Test Procedures for Packaging Materials FED-STD-595 - Colors Used in
Government Procurement

NON-GOVERNMENTAL STANDARDS

AMERICAN SOCIETY FOR QUALITY CONTROL (ASQC) www.aqc.org

ANSI/ASQ Z1.4-2003 - Sampling Procedures and Tables for Inspection by Attributes

ASTM INTERNATIONAL www.astm.org

D 1974-98 (2003) - Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes

D 2103-05 - Standard Specification for Polyethylene Film and Sheeting

D 4727/D 4727M-07 - Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shape

D 5118/D 5118M-05ae1 - Standard Practice for Fabrication of Fiberboard Shipping Boxes

E 96/E 96M-05 - Standard Test Methods for Water Vapor Transmission of Materials F 88-07a - Standard Test Method for Seal Strength of Flexible Barrier Materials

F 372-99 (2003) - Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials Using an Infrared Detection Technique

AOAC INTERNATIONAL

www.aoac.org - Official Methods of Analysis of the AOAC International

List of Attachments

Description	File Name
ATTACH.	Pricing_Attachment.xlsx

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

SECTION K - REPRESENTATION, CERTIFICATION AND OTHER STATEMENTS OF OFFERORS

The following clauses are incorporated by reference:

52.215-9002 SOCIO ECONOMIC PROPOSAL (MAR 1996) DLAD

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014) FAR

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 311422 [insert NAICS code].
- (2) The small business size standard is 1000 [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, System For Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

[] (i) 52.219-22, Small Disadvantaged Business Status.

[] (A) Basic.

[] (B) Alternate I.

[X] (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[] (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

[] (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

[] (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only)

[] (vi) 52.227-6, Royalty Information.

[] (A) Basic.

[] (B) Alternate I.

[] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014) 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.]

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
- (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.
- (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 (FAPIS) 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 FAPIS 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)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009) 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 2012-00007) (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 2012-00004) (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 (SEP 2006) FAR

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [] Outside the United States.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L-1 Clauses and Provisions

Notice: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 2012)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

52.215-5 -- Facsimile Proposals.

Facsimile Proposals (Oct 1997)

(a) Definition.

Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) DLA Troop Support. The telephone number of the receiving facsimile equipment is 215-737-9300 or 215-737-9301. For bid/proposal security reasons facsimile equipment is not located in the place designated for receipt of offers. Regular interoffice pick-up of facsimile transmissions occurs daily at 10:30 a.m. and 1:30 p.m., Eastern time zone.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document --

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of Provision)

L-2 Submission of Offers:

DLA Troop Support will use Low-Price Technically Acceptable procedures for this acquisition. In the event that the contract is not awarded based on initial offers, the Contracting Officer may utilize online reverse auctioning where revised prices will be submitted during a competitive, anonymous, online reverse auction. Offerors are required to 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 any product demonstrations (PDMs) must be received no later than the time set for the 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 review in conducting a 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.

Proposals will be evaluated to determine compliance with all characteristics listed for evaluation in Section M. 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.

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 |

L-3 Technical Proposals:

a. The Technical Proposal Factors and Subfactors are as follows:

1.0 Product Demonstration Models (PDMs)

2.1 Past Performance

2.2 Quality

2.3 Delivery

b. The following information is required for technical proposals:

1.1 Product Quality/Product Demonstration Models (PDMs):

1. 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.

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. Also, major changes in production methodology or packaging, such as implementation of new technology, may result in product which does not meet the production standard, which would require the submission and evaluation of new PDM's.

3. Characteristics for which the PDMs will be tested or evaluated are:

Organoleptic qualities such as taste, odor, texture appearance and overall quality. Since this is a Low Price

Technically Acceptable procedure the PDM rating will be Acceptable/unacceptable.

Evaluation shall be conducted on the basis of acceptability, not comparative assessment.

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

5. A PDM will be considered passing if, and only if, it conforms to all specification/production description characteristics. Failure of models to conform to the specification may result in rejection of offer.

6. PDMs shall be evaluated for selected Contractor Furnished Material (CFM) component items. Offerors are required to submit CFM component items exactly as they would be produced if going into production.

PDMs are required for all CFM component items. Continuous menu improvements in the Operational Rations may result in new and/or unique MCW/LRP items which would require the submission and evaluation of new PDM's. However, if items in the MCW/LRP are the same as with other ration components for which an offeror may have a current contract, the offeror may submit a listing of the items and provide lot numbers under these contracts in order for those PDMs to be waived.

7. PDMs shall be submitted as follows:

0001, Meal Cold Weather (MCW)
0002, Long Range Patrol (LRP)

A total of 106 samples of each CFM component item shall be submitted for evaluation. The procedure for PDM submittal is stated below:

U.S. Army Research, Development, and Engineering Command NATICK Soldier Center
Attn: AMSRD-NSC-CF-F (Jill Bates)
15 Kansas Street
Natick, MA 01760-5018

A total of 32 samples of each CFM component item should also be sent to the above address.

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

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

Inside the final box containing the menus and the CFM component item boxes with the 32 samples of each CFM component item should be the required paperwork, fully identifying the product solicitation number, contract number (if applicable), any test results available, or any other information to assist in identifying the product and conducting the evaluation.

A total of 70 samples of each individual CFM component item shall be sent to the cognizant in-plant Government inspector. In this instance, the offeror shall advise the Government inspector prior to production of the PDMs and shall obtain a signed statement from the inspector confirming possession of the samples and identifying the samples as from the same production lot as those submitted to Natick. The offeror shall submit this statement(s) with its balance of PDM samples submitted to DLA Troop Support.

A total of 4 samples of each CFM component item shall be mailed along with your technical proposal to DLA Troop Support - FTRC (Attn. Alex Telenson) at the address indicated on block 8 of the first page of the solicitation and must come from the same product lot code as those submitted to Natick and the USDA Government inspector.

Late submissions of PDMs may be the basis for rejection of the proposal.

2.0 Past-Performance:

Offerors may submit any information they want the Government to consider regarding their performance on these items or similar type item(s) during the period September 1, 2013 through time of closing, to include Quality and Delivery History. Offerors are requested to submit any information about any unfavorable instances of past performance that occurred since September 1, 2013 through time of closing and the corrective actions taken to preclude any such recurrences.

L-4 Business Proposal

a. The business proposal must include a cost/price proposal. The offerors proposal must include all data and information requested and must be submitted in accordance with these instructions. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Unrealistically low proposed prices may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.

b. 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).

c. Prices shall be submitted for the base year and all option years.

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR

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; (X) 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.]

52.216-01 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a Indefinite-Quantity Contract with Economic Price Adjustment contract resulting from this solicitation.

(End of provision)

**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
FAR**

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

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 . [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)

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 Overview

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. 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. The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. When it is determined, after receipt of proposals and the competitive range has been established, that an auction will be conducted, the Contracting Officer will inform prospective offerors of the date and time of the auction. Proposals received must be evaluated for technical acceptability. Those considered technically acceptable will be eligible to participate in the auction. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one proposal will be selected for award by the SSA, as described in paragraph (B), below. While the source selection authority's assessment will strive to determine the overall value of each offer, 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 technical proposals, including a Product Demonstration Model(s) as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical factors specified in this section M. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, and excluded from the competitive range regardless of the prices offered. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

2. **Business Evaluation:** Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305. The Government will also evaluate the offeror's proposals to determine cost/price realism. Cost/price realism relates to an offeror's demonstrating that the proposed price provides an adequate reflection of its understanding of the requirements of this solicitation.

3. **Selection:** The final technical and business evaluation reports will be furnished to the contracting officer. The contracting officer will prepare a written source evaluation report to the Source Selection Authority. The Source Selection Authority will make the source selection decision. The responsible offeror whose proposal is most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors established in Section M-2, will be selected for award.

M-2 Evaluation Factors for Award (Evaluation Criteria):

a. The Government will use low price technically acceptable procedures in evaluating proposals. For this solicitation, the award will be made on the basis of the lowest evaluated price of proposal meeting the acceptability standards for non-cost factors. However, The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. Those considered technically acceptable will be eligible to participate in the auction. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique.

The Technical Evaluation Factors and Subfactors are as follows:

- 1.0 Product Demonstration Models (PDMs)
- 2.0 Past Performance
 - 2.1 Quality
 - 2.2 Delivery

Technical Evaluation Factors 1.0 through 2.0 and significant subfactors that establish the requirements of acceptability shall be set forth on a

Acceptable/Unacceptable basis.

1.0 Product Quality/PDMs:

The Government will evaluate the PDM component items for compliance with the item descriptions and product specifications and will also evaluate the organoleptic qualities of the food product to include taste, texture, odor, and appearance. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

The PDM rating for the CFM component items will be evaluated by Natick and will be rated Acceptable/Unacceptable. Evaluation shall be conducted on the basis of acceptability, not comparative assessment. Offerors will be given an opportunity to correct failed PDM samples if negotiations are conducted. If the offeror chooses to submit a second PDM the final rating for the PDM factor will again be based on acceptability, Acceptable/Unacceptable.

Offerors shall certify in their proposal revisions and final proposal revisions that all items produced and offered to the Government under any resultant contract shall conform to all packaging, labeling and packing requirements, and to all nutritional and analytical value requirements of the applicable item specifications/descriptions. Product which does not conform to all requirements shall not be accepted by the Government.

No more than a total of four (4) unacceptable PDMs out of the total allotment of samples submitted can be rated unacceptable during the evaluation process. Failure of more than four (4) PDMs of the total allotment of PDMs submitted shall result in a determination that the offer is unacceptable.

Revised or alternate PDMs submitted during negotiations shall be evaluated for the same criteria detailed above. The final evaluation will be based on the first or second submission.

Resubmittal of PDMs will only be authorized where there is not an acceptable sample submitted.

2.0 Past Performance:

The Government will assess the offeror's performance record for the past twelve months (November 1, 2013 through October 30, 2014), regarding timely delivery and product quality history of the items on this solicitation or similar items. To be acceptable, the offeror's performance must demonstrate no more than three delinquencies of more than 10 days past the required delivery date that were due to the offeror's fault or negligence and no more than four incidents of providing products with quality defects.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. (FAR 15.305 (a)(2)(iv))

52.217-5 -- Evaluation of Options.

Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD

52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD

52.217-05 EVALUATION OF OPTIONS (JUL 1990) FAR

52.247-9022 EVALUATION OF TRANSPORTATION COSTS - ORDER QUANTITY (SEP 2007) DLAD