

2. CONTRACT No. 3. SOLICITATION No. SPE3S1-22-R-0010 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 2022 AUG 16 6. REQUISITION/PURCHASE No. 1000146867

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

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Business Opportunities Office, Building 45-C-167 until 3:00PM local time 2022-Sep-20 (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 Michael Olsakowski DMO0027 B. PHONE/FAX (NO COLLECT CALLS) Phone: C. EMAIL ADDRESS Michael.Olsakowski@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  10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%) (See Section I, Clause No. 52.232-B)

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  ITEM (4 copies unless otherwise specified)

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

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

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

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

Note: Due to the closing of the Business Opportunities Office, all offerors must submit documentation via email to the Contract Specialist, Michael Olsakowski at Michael.Olsakowski@dlamail.mil and the Contracting Officer, Tiendung Nguyen at Tiendung.Nguyen@dlamail.mil.

Note: On Block 9 of Page 1 in the SF33 delete, Business Opportunities Office, Building 45-C-167.

IT IS SOLELY THE OFFEROR'S RESPONSIBILITY TO ENSURE ITS PROPOSAL IS RECEIVED BY THE DATE AND TIME SPECIFIED GIVEN THE LIMITATIONS OF DLA TROOP SUPPORT'S RECEIVING OFFICE LISTED IN SECTION L AND BELOW:

**ATTN: MICHAEL OLSAKOWSKI AND TIENDUNG NGUYEN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT-SUBSISTENCE DIRECTORATE
BLDG. 6B, SUBSISTENCE MAIL ROOM, DESK #6B096
PHILADELPHIA, PA 19111-509**

Facsimile offers are not acceptable forms of transmission of initial proposals or revisions to initial proposals.

E-mail offers are acceptable, and the only form of transmission, for submission of initial proposals except for the initial Product Demonstration Models. E-mail offers should be sent to the Contract Specialist, Michael Olsakowski (Michael.Olsakowski@dlamail.mil) and the Contracting Officer, Tiendung Nguyen (Tiendung.Nguyen@dlamail.mil). Although e-mail offers are acceptable, all Product Demonstration Models must be delivered to the location identified above and in Section L by the date and time set for receipt of proposals.

Note:

Offerors are advised that DLA Troop Support systems have certain email size and transmission limitations. Proposal submissions must be prepared accordingly. Individual email attachments should not exceed 5MB in

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

size, and no individual email should exceed more than 10 MB per email (multiple email submissions may be necessary). When submitting multiple emails as a submission, label each email with a number (e.g., 1 of 8), accordingly. After transmitting an email submission, offerors should confirm receipt of all emails with the intended recipients.

It is an offeror's responsibility to ensure its entire proposal is received by the date and time specified; emails must be transmitted in sufficient time to ensure and confirm receipt by the Government. Offerors are advised that DLA Troop Support's email system may rely on several different servers and/or security firewalls. As a result, there may be a lag time between the date/time stamp the offeror sends an offer via email and the date/time stamp indicates the offer is received by the authorized email address. For the purposes of establishing the timeliness of a proposal, only the date/time indicated by the authorized email address as having been received will be used. Any offer that is received by the authorized email address with a date/time stamp after the closing date/time of the subject solicitation will be considered late, regardless of the date/time when the email was sent or when initially received by Government servers. Late proposals will not be accepted or considered.

As directed by the Contracting Officer, e-mail may also be used during discussions/negotiations, if discussions/negotiations are held, and for proposal revision(s), including Final Proposal Revision(s). The Contract Specialist, Michael Olsakowski (michael.olsakowski@dla.mil) and the Contracting Officer, Tiendung Nguyen (tiendung.nguyen@dla.mil) may receive the e-mailed proposal revisions. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, will be designated in that request. Submission of proposals and any revisions are subject to the terms of FAR 52.215-1, Instruction of Offerors for Competitive Offers.

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

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

Note: In accordance with L09 Reverse Auction (OCT 2016), the Government may utilize Reverse Auction as a pricing technique under this solicitation.

Note: Included in Section I are the full text versions of the Cyber Incidents clauses, DFARS 252.204-7008, 252.204-7009, and 252.204-7012.

Note: 52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (JUN 2020) FAR is included in Solicitation Section I.

A-2**CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS**

FAR Part 3.1002(a) requires all Government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program and internal control system that is suitable to the size of the company and extent of its involvement in Government contracting, 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)

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

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

****NOTE: Offerors must be registered in the System for Award Management (www.SAM.gov). Those not registered in SAM may be considered non-responsible. Upon registration, a CAGE code will be assigned to the registered firm. This code shall be placed in the box next to "code" in block 15A of the cover sheet.**

All clauses incorporated in full text throughout the entire solicitation must be filled out as applicable.

F.O.B. Destination terms are applicable to this solicitation.

DLA Troop Support and DEVCOM Soldier Center (Natick) addresses for PDM submissions can be found in Section L-3.

All materials pertaining to the Technical Proposal, Business (Price) Proposal, and Additional Submission Requirements must be submitted with initial offer.

Offerors may not be required to submit PDMs as a part of their Technical Proposal or submit Additional Submission Requirements. Please refer to Sections L-3, L-5, M-2, and M-4 for submission requirements and evaluation criteria for referenced PDMs and Additional Submission Requirements.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**B-1 Items to be Supplied****A. Estimated Requirements**

<u>Line</u>	<u>NSN</u>	<u>Item</u>	<u>Estimated Yearly Quantity</u>
0001	8970-01-467-1753	Meal, Cold Weather	95,000 BX

This estimated quantity is based on forecasts provided by the services. The Government is not obligated to order estimated quantities.

B. Indefinite-Quantity Contract (IQC) Quantities

The IQC minimum and IQC maximum quantities for the Meal, Cold Weather are as follows (Unit of measure is Box (BX)):

<u>Line</u>	<u>Item</u>	<u>Guaranteed Min. (3 tiers)</u>	<u>Maximum (3 tiers)</u>
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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

0001	Meal, Cold Weather	95,000 BX	200,000 BX
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C. Delivery Schedule

The Meal, Cold Weather is F.O.B. Destination. All deliveries are to Tracy, California where this ration is stocked.

B-2 General Information

The effective term of the contract will contain three (3) consecutive tiered delivery periods. Each tier will be 365 days in length. The first tiered delivery period will begin upon date of award, unless otherwise specified in the resultant contract.

This solicitation is unrestricted to business size. The North American Industry Classification System (NAICS) codes under this solicitation for the Meal, Cold Weather is as follows:

<u>Line</u>	<u>Item</u>	<u>NAICS Code</u>	<u>Size Standard (# Employees)</u>
0001	Meal, Cold Weather	311422	1,250

B-3 Pricing

The effective period of the contract for Tier 1 will be from the effective date of award through 365 days. Tier 2 will begin after the 365th day of Tier 1 and will be the same length of 365 days. The same pattern will follow for Tier 3. The performance period of the contract will end on the 365th day of Tier 3.

Note: Meal, Cold Weather prices will be based on the tier period an order is placed, not when an order is shipped or delivered. For example, if an order is placed during tier 2, but delivery is made during tier 3, then the prices in effect for that order will be the tier 2 prices.

B-4 Indefinite Quantity Contract

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

B-5 Product Demonstration Models (PDMs)

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

unless specifically stated by the Contracting Officer. The offeror/contractor will be responsible for the shipment of PDM samples to Natick, to DLA Troop Support, and to hold samples at the Contractor's site.

The contractor is required to retain and possess its own set of approved PDMs and will be responsible for the distribution of approved PDMs to Government entities, when required by the Contracting Officer, throughout contract performance.

Initial PDM

PDMs must be submitted for each line item on which an offeror intends to bid prior to the close of the solicitation and found to meet the standards referenced in the respective Meal, Cold Weather specification. Individual item specifications can be found in section C-2. **Refer to Sections L and M for PDM submission instructions and evaluation criteria as a part of a proposal.** Offerors must warrant that product submitted under any resultant contract will conform to all packaging, labeling and packing requirements as well as analytical requirements. The Government will not accept product offered under this solicitation or produced for performance under the resultant contract that does not conform to all requirements.

New PDM (may not apply)

During the course of contract performance, new items may be introduced for delivery during the next delivery period. PDMs are required for all new items and must be submitted 45 days prior to the start of the delivery period in which the new items will be incorporated into the contract. If approved product technical requirements for new items are not available to meet this requirement, the contractor must submit PDMs within 30 days from the date the requirements document is published. Contractors must certify that the PDM(s) conforms to all specification/production description characteristics or must adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Upon approval by DLA Troop Support, the new PDM will become the product standard.

Replacement PDM

Changes in production methodology or packaging, such as implementation of new technology, may result in a product non-comparable to one or more observable characteristics of the production standard.

If the Government determines, on its own or at the suggestion of the contractor, that any change in a product characteristic, other than changes to shape or dimension compatible with performance requirements, results in a product that is no longer comparable to the production standard, the contractor must submit a replacement PDM. If the Government determines, on its own or at the suggestion of the contractor that any changes to shape or dimension impact on the ability to compare the new product to the production standard in terms of the performance requirements designated for appearance, odor, flavor, and texture, the contractor must submit a replacement PDM. The contractor must submit a replacement PDM if determined necessary by the Government.

Contractors must certify that the PDM(s) conforms to all specification/production description characteristics or must adequately describe any differences the PDM may have from the requirements of the product description or specification(s).

The contractor must bear all expenses incidental to the submission of Replacement PDMs to Natick and their evaluations by Natick.

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

Replenishment PDM

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

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

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

Submission Process for New, Replacement, and Replenishment PDMs

A total of **106 PDMs** of each Contractor Furnished Material (CFM) component item shall be submitted as follows:

A total of **32 PDMs** of each Contractor Furnished Material (CFM) component item shall be submitted to:

DEPARTMENT OF THE ARMY
FCDD-SCC-EMR ATTN: Jill Bates
DEVCOM - SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760

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

Product Demonstration Model Contract Number

Product Identity

Lot#

Company Name and Address

Point of Contact Name and Phone Number

Inside the Case, along with the 32 PDMs, must be the required paperwork fully identifying the item; the lot number; the contractor; the contract number; the type of PDM (New, Replenishment, or Replacement); the current PDM lot number; USDA certification as applicable; analytical and microbiological test results performed by the contractor; any other information to assist in identifying the product and conducting the evaluation. Analytical and microbiological test results, wherever required, must be submitted with PDMs.

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

Evaluation Process for New, Replacement, and Replenishment PDMs

A Natick PDM evaluation panel will evaluate New and Replacement PDMs for compliance with product specifications and for compliance with the sensory characteristics designated and defined in the product's technical documents. These sensory characteristics, namely appearance, odor, flavor, and texture (or combination thereof where dictated by the product's technical documents), represents distinct sensory characteristic categories and will

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

be evaluated by category by panelist. Each panelist will assign to each sensory characteristic category a quality rating by using a 9-point quality scale, where 9 is the highest rating and 1 the lowest rating. The mean value of the panelist's ratings for each sensory characteristic category will be determined.

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

Natick will evaluate Replenishment PDMs for appearance, odor, flavor and texture; and the evaluation must determine the Replenishment PDM to be equal to or better than the existing product standard for all characteristics in order to be rated as "Acceptable". The results of Natick's PDM evaluations will be reported to DLA Troop Support as "Acceptable" or "Unacceptable". An "Acceptable" PDM-rating will not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD**C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2020)****Technical Data For Meal Cold Weather (MCW) Assembly and for Contractor Furnished Material (CFM) Components**

Technical Data for Meal Cold Weather Ration Assembly and for Contractor Furnished Material (CFM) components specifications and related technical documents related to this solicitation/contract can be found at:

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

The applicable component item descriptions for this solicitation/contract are listed in SPE3S1-22-R-0010, SECTION C-2 CONTRACTOR FURNISHED MATERIAL (CFM) COMPONENTS until such time as changed by future amendment/modification. The specifications listed in Tables I & II of the ACR-C-022 are for reference to the base documents only, not to the applicable version and revision for the referenced specification that is operative.

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

Note: For the purposes of this document only "PKG&QAP STANDUP POUCH" will refer to the document: *Packaging Requirements and Quality Assurance Provisions for Product Packaged in a Stand Up Pouch*.

Section C

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**C-1 DESCRIPTION/SPECIFICATION**

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

Prime (Acquisition) Document: ACR-C-022, Meal, Cold Weather (MCW) Assembly Requirements.

C-2 CONTRACTOR FURNISHED MATERIAL (CFM) COMPONENTS**A. SPECIFICATION/DESCRIPTION****1. ENTREES**

ADOBO RICE AND CHICKEN, MEXICAN STYLE; 4.8 ounce (136 gram) stand up pouch, PCR-A-006, PKG&QAP Stand Up Pouch 8940-01-701-7687

BEEF STEW; 4.7 ounce (132 gram) stand up pouch, PCR-B-015, PKG&QAP Stand Up Pouch, 8940-01-467-2217

BEEF STROGANOFF WITH NOODLES; 4.6 ounce (131 gram) stand up pouch, PCR-B-016, PKG&QAP Stand Up Pouch, 8940-01-467-1894

BREAKFAST SKILLET (SHREDDED POTATOES AND SCRAMBLED EGGS MIXED WITH MEAT OR POULTRY SAUSAGE, PEPPERS AND ONIONS); Pork Sausage; 3.3 ounce (93 gram) stand up pouch, PCR-B-053, PKG&QAP Stand Up Pouch, Style I, Flavor 1, 8940-01-613-1418

CHICKEN FAJITA BOWL (CHICKEN WITH RICE, BLACK BEANS, AND VEGETABLES IN A FAJITA SAUCE); 4.6 ounce (130 gram) stand up pouch, PCR-C-091, PKG&QAP Stand Up Pouch, 8940-01-701-7694

CHICKEN AND BISCUIT DUMPLINGS WITH VEGETABLES; 4.3 ounce (122 gram) stand up pouch, PCR-C-092, PKG&QAP Stand Up Pouch, 8940-01-701-7692

CHICKEN AND RICE; 4.9 ounce (138 gram) stand up pouch, PCR-C-025, PKG&QAP Stand Up Pouch, 8940-01-570-2324

CHILI AND MACARONI WITH BEEF; 4.6 ounce (131 gram) stand up pouch, PCR-C-073, PKG&QAP Stand Up Pouch, 8940-01-564-6101

HOMESTYLE CHICKEN NOODLE CASSEROLE; 5.3 ounce (149 gram) stand up pouch, PCR-H-016, PKG&QAP Stand Up Pouch, 8940-01-701-7696

SCRAMBLED EGGS WITH UNCURED BACON; 2.6 ounce (74 gram) stand up pouch, PCR-E-001, PKG&QAP Stand Up Pouch, Type I, 8940-01-386-4061

SPAGHETTI WITH MEAT SAUCE; 3.8 ounce (106 gram) stand up pouch, PCR-S-008, PKG&QAP Stand Up Pouch, 8940-01-467-2222

WESTERN STYLE SCRAMBLED EGGS WITH UNCURED HAM, CHEESE, PEPPERS AND ONIONS; 2.7 ounce (76 gram) stand up pouch, PCR-E-001, PKG&QAP Stand Up Pouch, Type II, 8940-01-571-0178

2. STARCHES AND SOUPS

CEREAL, ROLLED OATS, INSTANT, REGULAR, MAPLE AND BROWN SUGAR; 70 gm (2.5 oz) flex pg, CID

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

A-A-20090, PKG&QAP, Type III, Style 1, Flavor C, 8920-01-509-3847

CEREAL, ROLLED OATS, INSTANT, REGULAR, STRAWBERRIES AND CREAM; 70 gm (2.5 oz) flex pg, CID A-A-20090, PKG&QAP, Type III, Style 1, Flavor F, 8920-01-509-3865

CORNBREAD; 2.5 oz (75 gm) flex pg, PCR-C-075, 8920-01-567-8725

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

SOUP, NOODLE, RAMEN, INSTANT, FRIED NOODLE CUP/BOWL, CHICKEN, REDUCED SODIUM; 2.1 oz (60 gm) flex pg, CID A-A-20297, Type I, Style A, Flavor 2, Class b, Design B, PKG & QAP A-A-20297, 8935-01-613-1353

TORTILLAS, PLAIN; 2.1 oz (60 gm) flex pg, PCR-T-008, Flavor 1, 8920-01-525-3622

3. DESSERT & SNACKS

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

CANDY, PAN COATED MILK CHOCOLATE DISKS; 47.9 gm (1.69 oz) flex pg, CID A-A-20177, PKG&QAP, Type IV, Style A, Flavor 1, 8925-01-008-0960

CANDY, PAN COATED, OVAL/ROUND, MILK CHOCOLATE WITH PEANUTS; 49.3g (1.74 oz) flex pg, CID A-A-20177, PKG&QAP, Type IV, Style B, Flavor 1, 8925-01-512-7627

CHEESE SPREAD, FORTIFIED, PLAIN, CHEDDAR; 28 gm flex pg, PCR-C-039, Type I, 8940-00-149-1059

CHEESE SPREAD, FORTIFIED, CHEDDAR, WITH JALAPENO PEPPERS; 28 gm flex pg, PCR-C-039, Type II, 8940-01-414-6122

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

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

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

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

CRACKERS, FORTIFIED, VEG; 1.33 oz (37.8 g) flex and vac pg, PCR-C-037, Type II, 8920-01-450-1921

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

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

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

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

FIRST STRIKE BAR, CHOCOLATE, REGULAR; 2.3 oz (65 gm) flex pg, PCR-F-001, Flavor I, Style A, Type I,

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8940-01-551-6059

FIRST STRIKE BAR, CRAN-RASPBERRY, REGULAR; 2.3 oz (65 gm) flex pg, PCR-F-001, Flavor III, Style A, Type I, 8940-01-551-6066

MUFFIN TOP, MAPLE, *TRANS-FAT FREE*; min 2.2 oz (62 gm) flex pg, PCR-C-007, Type III, Flavor 2, Style 2, 8920-01-579-3687

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

PEANUT SPREAD, SMOOTH, CHOCOLATE, REGULAR, STABILIZED, FORTIFIED, SALTED, CONVENTIONAL; 28 gm flex pg, A-A-20328, PKG&QAP, Form (a), Class A, Type a, Fortification ii, Seasoning (a), Agricultural Practice (1), Style II, Texture 1, Flavor (2), 8930-01-527-8226

POUND CAKE, MARBLE, *TRANS-FAT FREE*; 2.5 oz (71 gm) flex pg, PCR-C-007, Type I, Flavor 11, Style 2, 8920-01-545-1391

POUND CAKE, VANILLA, *TRANS FAT FREE*; 2.5 oz (71 gm) flex pg, PCR-C-007 Type I, Flavor 1, Style 2, 8920-01-348-4694

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

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

TOASTER PASTRIES, CHOCOLATE CHIP, SWIRRELED AND/OR DRIZZLED FROSTING; 45 gm ind serv flex pg, CID A-A-20211, PKG&QAP, Type I, Fortific. b, Grain Comp. (1), Agric. Practice i, Servings (a), Style B, Flavor 12, Icing Option (c), 8920-01-553-3111

4. BEVERAGES

BEVERAGE POWDER, CARBOHYDRATE, GRAPE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN; 34 gm flat interlocking closure pouch, PCR-B-055, Formulation a, Design B, Flavor 2, 8940-01-701-8158

BEVERAGE POWDER, CARBOHYDRATE, LEMON-LIME, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN; 34 gm flat interlocking closure pouch, PCR-B-055, Formulation a, Design B, Flavor 3, 8960-01-523-6346

BEVERAGE POWDER, CARBOHYDRATE, ORANGE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN; 34 gm flat interlocking closure pouch, PCR-B-055, Formulation a, Design B, Flavor 4, 8960-01-523-6344

BEVERAGE POWDER, CARBOHYDRATE, TROPICAL PUNCH, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN; 34 gm flat interlocking closure pouch, PCR-B-055, Formulation a, Design B, Flavor 5, 8960-01-523-6348

BEVERAGE BASE, SWEETENED WITH NON-NUTRITIVE SWEETENER, ORANGE, FORTIFIED WITH ASCORBIC ACID AND CALCIUM; 3.0 gm lap or fins seal pouch, CID A-A-20098, PKG&QAP, Design D, Type

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

III, Flavor 1, Formulation h, 8960-01-584-8726

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

COCOA BEVERAGE POWDER, SUGAR SWEETENED, WITHOUT MARSHMALLOWS, MILK CHOCOLATE; 35 gm flex pg, CID A-A-20189, PKG&QAP, Type I, Style B, Flavor A, Design B, 8960-00-170-8446

FLAVORED INSTANT CAPPUCCINO, REGULAR, IRISH CREAM; 28 gm flex pg, CID A-A-20336, PKG&QAP, Type V, Style A, Flavor 4, Design B, 8955-01-556-0077

5. OTHER

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

6. ACCESSORY PACKET COMPONENTS

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

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

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

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

HAND WIPE, NON-ANTIMICROBIAL, INDIVIDUALLY WRAPPED; CID A-A-461, PKG&QAP, Type I, Style 2, Packaging a, 8520-01-507-9741

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

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

TOILET TISSUE, INSTITUTIONAL, FOLDED, ONE PLY, PERFORATED, 4-1/2: BY 4-1/2"; CID A-A-59594, PKG&QAP, Type A, Class 1, Sheet size b, 8540-01-508-3708

SUGAR, REFINED GRANULATED, CANE OR BEET; 2.8 gm pg, CID A-A-20135, PKG&QAP, Type I, Style A, 8925-00-205-3144

C-3 DATE OF PACK**A. RATION ASSEMBLY**

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

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

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

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

B. RATION COMPONENTS

1. Acceptance of components will be limited to product processed and packed subsequent to date of award.

C-4 MISCELLANEOUS REQUIREMENTS**A. COMPLIANCE WITH APPLICABLE REGULATIONS**

1. The Contractor shall comply with 21 CFR §110 "Current Good Manufacturing Practice in Manufacturing, Packaging, or Holding Human Food" and/or 21 CFR §117 "Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food", and other applicable regulations. The Contractor shall ensure all sub-contractors comply with all applicable regulations. In addition, the contractor is required to comply with all applicable parts of the Code of Federal Regulations.

2. 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.

B. PERFORMANCE, PACKAGING AND QUALITY SPECIFICATIONS

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

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

3. Unless otherwise specified in Sections C, D, or E of this document, the packaging provisions and quality assurance provisions (verifications) for individual component items are cited in their respective PCRs, MIL-STDs, MIL-PRFs, PKG&QAPs, and MIL specs.

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

5. End-item primary packaging materials in contact with and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances.

C. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

1. As required by 48 CFR §246.408-70, Subsistence; AR 40-657 / NAVSUP 4355.4H / MCO P10110.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service; DLAR 4155.3, Inspection of Subsistence Supplies and Services; Provision 52.246-9044, Sanitary Conditions; and as clarified by the Armed Forces Food Risk Evaluation Committee, all Operational Ration Food Components shall originate from

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

establishments sanitarily approved for supplying the specific food item.

2. Sanitary approval is established by:

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

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

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

4. Requests for inspection and Worldwide Directory listing by USAPHC will be routed through DLA Troop Support-FTR for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTR, in coordination with the Chief, Approved Sources Division, USAPHC.

5. In addition to the above, all producers of food components shall be listed in the Worldwide Directory, as determined by USAPHC.

D. NUTRITIONAL REQUIREMENTS

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

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

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

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

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

a. Nutrients included shall be:

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

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

b. 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.

c. Nutrient measurements shall be to the first decimal.

E. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS

1. Integrated Pest Management (IPM) Program Requirements for Operational Rations," of November 2017 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The IPM program shall be in existence prior to contract award. The IPM plan shall be submitted to DLA Troop Support. The associated pesticide labels and MSDS documents are not to be submitted to DLA Troop Support, unless specifically requested by the Contracting Officer. The contractor shall have these documents available for on-site review during a Pest Management Audit, Quality Systems Management Visit (QSMV), or Quality Systems Compliance Audit. Evidence of any insect, rodent or pest infestation discovered in contact with materials or equipment used in the production of or found in an end-item component or assembly lot shall be cause for rejection of the involved lot. DLA Troop Support shall be notified within 24 hours when such pest activity has been found and informed of the corrective actions taken. IPM program requirements are found on the DLA Troop Support website at: <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>

F. FOOD DEFENSE

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

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**G. CONTRACTOR SANITATION PROGRAM**

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

H. ADDITIONAL REQUIREMENTS

1. Approval or acceptance of a Product Demonstration Model (PDM) shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.
2. Components shall be utilized in assembly operation on oldest-date-of-pack basis. Contractor shall be solely responsible for the proper care and storage of all components.
3. The contractor shall maintain a master list of producers for all food components used in this ration. A producer is defined as the establishment who is responsible for placing the bulk food into a serving size package. The master list of producers shall be submitted to the Contracting Officer within 30 days of contract award.
4. The following applies to perishable raw and cooked beef, chicken, pork, turkey and other meats used in the production of operational rations:
 - a. All perishable meats shipped from the supplier to the processing plant shall be accompanied by either a USDA Grading Certificate (if required) or a Certificate of Conformance indicating compliance to specified requirements, including initial chilling or freezing date of the product, as applicable.
 - b. The ingredient supplier shall certify compliance with processing and packaging requirements for formed or breaded meats. Under no circumstance shall any meat or meat product be older than 180 days at time of use.
 - c. Chilled meats: Meats received in the chilled state shall not have been previously frozen and shall have been held at an internal temperature between 28°F and 40°F for a period not to exceed four days following initial chilling and prior to preparation and final processing.
 - (1) Upon arrival at the processing plant, if chilled product is not used within 72 hours, it shall be frozen and stored at a temperature not to exceed 0°F.
 - (2) Frozen product must be used within 180 days after slaughter
 - d. Frozen meats: Frozen meats received at the processing plant may be accepted provided the product internal temperature has never exceeded 20°F. Upon arrival at the processing plant, if not used immediately, the product shall be stored at a temperature not to exceed 0°F and must be used within 180 days

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

after slaughter.

5. All items thermostabilized by retorting shall be sealed and in the retort process within two hours of filling.
6. Maximum stacking height of assembled ration unit loads shall not be greater than four high.
7. 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:
 - a. 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.
 - b. Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or reduce materially the usability of the unit of product for its intended purpose.
 - c. Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use of operation of the unit.
8. AGE OF INGREDIENTS: Contractors formulating and producing end-item operational rations food items, and for each item that is manufactured, shall maintain a list of ingredients (generic name, brand name, producer name, or supplier name in case of bulk packed plant or animal ingredients, country of origin) and the time and temperature serviceability limitations the contractor will impose on each ingredient. Each ingredient's time limitation is to be calculable using its date of pack as the starting point. A copy of this list will be made available to the Contracting Officer or to the in-plant Government Quality Assurance Representative (GQAR) upon either's request. This paragraph does not modify time and/or temperature limitations specified for ingredients elsewhere in this solicitation/contract, including its technical data package and product specifications.
9. INGREDIENTS FROM FOREIGN SOURCES: When ingredients are from a foreign country, the contractor shall have that ingredient listed on their "Master List of Ingredients from Foreign Sources". For each ingredient, the Master List shall list the ingredient, the country of origin, and the product(s) in which the ingredient is used. The Master List shall be updated as necessary. The Master List shall be provided to the in-plant GQAR and, upon request, to DLA Troop Support Contracting Officer.
10. SHIPPING AND COMINGLING OF LOTS
 - a. Formation of Lots: In order to facilitate lot traceability at the assembler's plant, the following is required:
 - (1) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc.) and/or as authorized by the Contracting Officer.
 - (2) Assemblers shall assemble one (1) component lot at a time, i. e., one (1) component lot shall be

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

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

(3) A "mixed code lot" is defined as a lot consisting of small quantities of components representing different lots. Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped to the assembler only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.

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

(1) Mixed lots are small quantities of components representing different lots. These lots may be received from suppliers and/or may include component material from the salvage operation or other sources that has been determined to be conforming and authorized for use in assembly.

(2) 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.

(3) 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. When the original lot of a component is still available at the assembly plant, components, including inspection samples, will be returned to their original lot for assembly into finals.

C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS**A. PCR-F-001A, First Strike Bars:**

1. The Microbiological requirements for C-2, J.(1) Aerobic plate count and J.(2) Yeast and mold are not applicable.

B. *Salmonella* Testing:

1. Product verification sampling for *Salmonella* testing When USDA verification of microbiological requirements is specified in the solicitation, contract, or purchase order, microbiological testing shall be performed on five individual samples regardless of lot size. Each individual sample shall be comprised of the number of randomly drawn filled and sealed pouches necessary to yield a minimum sample weight of 28 g (1 oz).

C. PCR-N-003, Nut & Fruit Mix:

1. Until further notice or for the duration of this contract, the microbiological requirement for *Salmonella*

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

testing is not required.

2. Page 13, Section E-5, § B (4) b. Aflatoxin testing, Disregard text and read as:

“b. Aflatoxin testing. 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 991.31A-F, H, 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

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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.”

D. The following applies to Section D-2 in PKG&QAP A-A-20195 Snack Foods and PKG&QAP A-A-20295 Cookies:

1. For commercially packaged items that are overwrapped, the above information shall be printed on either the inner or outer package or both. The product name and date shall be printed on the outer package.
2. When the color of the primary food component pouch is not indicated in the applicable product specification, the complete exterior surface of the pouch shall be uniformly colored in the range of 20219, 30219, 30227, 30279, 30313, 30324, or 30450 of SAE AMS -STD-595, Colors Used in Government Procurement.
3. Page 12, foot note “5/”, after “...verified by”, disregard “USDA” and read as “GQAR”

E. ACR-C-018, Meal Cold Weather (MCW), Assembly Requirements

1. Page 5, “Sugar, White, Refined, and Sugar, Brown White (Refined) Granulated (fine or extra fine)

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

Conventional, 1/7 Ounce" read as ""Sugar, White, Refined, and Sugar, Brown White (Refined), Granulated (fine or extra fine) Conventional, 2.8 gm"

F. DLA Troop Support Form 3507, Loads, Unit: Preparation of Semipeishable Subsistence items, Apr 2014:

1. Page 1, At "Reference Documents, (1). Pallets and Construction":

Delete "ANSI MHIA MH1-2005: Part 3, Wood Pallets and Part 9, Wood Pallets for Military Use" and insert: "ANSI MHI MN1-2016; Part 3, Wood Pallets and Part 9, Wood Pallets for Department of Defense Use"

2. Page 2, At "(5) Sampling and Test Procedures":

Delete "ANSI/ASQC Z. 1.4 - Sampling Procedures and Tables for Inspection by Attributes" and insert "ANSI/ASQ Z1.4 - Sampling Procedures and Tables for Inspection by Attributes"

3. Page 2, At "General Requirements, Pallets":

Delete "Pallets: Unless otherwise specified herein, or by contract, pallets shall conform to Part 3 and Part 9 of ANSI MHIA MH1-2005. Pallets shall be Class 1, Type 2, Style 6, Size 2. For pallet loads under 1500 pounds, ref. Part 9, Table 4, ANSI Part No.MH1/9-02SW4048. For pallet loads 1501 to 3000 pounds, ref. Part 9, Table 4, ANSI Part No. MH1/9-05SW4048." and insert "Pallets: Unless otherwise specified herein, or by contract, pallets shall conform to Part 3 and Part 9 of ANSI MHI MH1-2016. Pallets shall be:

Class (Class 1): Stringer Pallet.

Type (Type 2): Partial four-way entry pallet with openings at both ends and sides with limiting accessibility of the openings to common handling equipment, i.e. notched stringer pallet and block pallet with overlapping bottom stringer boards and bottom deckboards, or panels.

Style (Style 6): Double-face, nonreversible. In addition, the pallet shall be "pallet, double-wing", as defined in ANSI MHI MH1-2016.

Size 2. 40 inch x 48 inch.

For pallet loads under 1500 pounds, ref. Part 9, Table 4, ANSI Part No.MH1/9-02SW4048. For pallet loads 1501 to 3000 pounds, ref. Part 9, Table 4, ANSI Part No. MH1/9-05SW4048.

Note: When unitizing individual field meals (MRE, MCW, LRP) and humanitarian ration (HDR), the top deck surface area "footprint" of the specified double wing pallet may be increased to reduce load overhang. Maximum top deck dimensions of (L) 43" x (W) 51.5" may be used. This option only applies to top deck board and stringer (length) dimensions."

G. Commercially Packaged Items Over-Wrapped In A Barrier Pouch - Method of Inspection - Net Weights

1. When the use of commercially packaged items that are over-wrapped within a barrier pouch is required by or permitted by this contract, the following modifications to the methods of inspection for the conduct of net weight examination shall apply to both contractor and government end-item inspection, until

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

further notice: a. Commercially wrapped product in pouch. The net weight marked on the label of the commercial pouch may serve as the method of inspection for verifying net weight conformance. The net weight may be verified with the label on the commercial package. Product not conforming to the net weight requirement in Section C of the product's technical requirements document and Section C of this solicitation/contract shall be cause for rejection of the lot. However, the Government reserves the right to perform net weight examination of product lots in accordance with the product's technical requirements document methods of inspection.

2. Without commercial wrap product in pouch. The net weight of the filled and sealed pouches shall be determined in accordance with the product's technical requirements document methods of inspection for net weight examination.

H. Order of Precedence for Commercial Item Description (CID) and a Packaging Requirements and Quality Assurance Provision (PKG&QAP)

1. Applicable to those individual rations components procured in conjunction with both a Commercial Item Description (CID) and a Packaging Requirements and Quality Assurance Provision (PKG&QAP), the PKG&QAP shall take precedence, unless elsewhere excepted in this solicitation/contract. In the event of conflict between those procedures, requirements, and inspections cited in a PKG&QAP and those cited in its associated CID, those procedures, requirements, and inspections cited in the PKG&QAP shall control.

SECTION D - PACKAGING AND MARKING**SECTION D- PACKAGING AND MARKING****Part I - Technical Data For MCW Assembly:**

- D-1. **PACKAGING:** Packaging level is A. Requirements applicable to subassembly packet/accessory packets, time temperature indicator (TTI) labels, meal bags, subassembly packet/accessory packet assembly, and meal bag assembly are specified in Section D-1 of the currently contractual Assembly Contract Requirements (ACR) document. End-item primary packaging materials in contact with and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances.
- D-2. **LABELING:** Labeling requirements applicable to subassembly/accessory packets and meal bags are specified in Section D-2 of the currently contractual Assembly Contract Requirements (ACR) document.
- D-3. **PACKING:** Packing level is A. Packing requirements are specified in Section D-3 of the currently contractual Assembly Contract Requirements (ACR) document.
- D-4. **UNITIZATION:**
- A. Unitization requirements are specified in Section D-4 of the currently contractual Assembly Contract Requirements (ACR) document.
- B. Unit loads shall not exceed 49 inches in length. ^{1/, 2/}

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SECTION D - PACKAGING AND MARKING (CONTINUED)

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

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

D-5. MARKING:

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

1. 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:

<p>8970-01-467-1753 MEAL, COLD WEATHER 12 MEALS ^{3/} WT. _____ CU. _____ CONTRACT NO. _____ ^{4/} NAME, ADDRESS, AND ZIP CODE OF ASSEMBLY CONTRACTOR (e.g. TEFCO, INC., BROOMALL, PA 19101 U.S. GOVERNMENT PROPERTY – COMMERCIAL RESALE IS UNLAWFUL</p>

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

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

1. 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.
2. For line items scheduled for delivery to controlled storage, the following additional special markings shall be printed on pressure-sensitive labels. One label shall be applied to each case end-panel on the end opposite the contractual markings and one label shall be applied adjacent to the unit load markings. The label shall read as follows:

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

NOTICE

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

SECTION D - PACKAGING AND MARKING (CONTINUED)

- a. The lettering of the above label shall be ¼ inch solid letters with the exception of the word “NOTICE” which shall be ½ inch solid letters.
- b. At the Contractors' sole discretion, the controlled storage markings as described above may be pre-printed on the shipping container or otherwise marked under any applicable requirements cited for marking of shipping containers. Under this alternative, it is the responsibility of the contractor to determine the quantity, if any, of such pre-printed shipping containers that will be necessary. It remains the responsibility of the Contractor to properly mark the shipping containers as required by contractual documents.

B. ASSEMBLED RATION UNIT LOADS^{9/}:

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

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

2. 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 ½ inch and shall be black. Markings shall be legible, non-fading and durable.

3/ Alternatively, the marking may be “12 MEALS A/A”.

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

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

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

7/ The shipping containers shall contain all of the required markings. The ration assembler shall be responsible for applying the required markings.

8/ The shelf-life for the assembled ration is 1100 days at 80°F and shall be used in computing the Inspection/Test date. To calculate Inspection Test Date (ITD), add shelf life value to Date of Pack. Example: If Date of Pack is 5/25/2014 and shelf-life is three years, then ITD is computed as follows: 5/14 +1100 days = ITD 5/17.

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.

Part II - Technical Data for Contractor Furnished Material (CFM) Components**Sub-part A: Requirements For Dehydrated Brick Pack entrée Components.**

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.

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SECTION D - PACKAGING AND MARKING (CONTINUED)

- 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**:
- A. The marking of CFM component shipping containers shipped to a unit packager and/or to the assembly point shall be in accordance with paragraph 5.1.6.2 of ASTM D3591 "Standard Practice for Commercial Packaging", provided that a production lot number that indicates the production date of the contents is included.
 - B. The marking of CFM product shipping containers shipped to a unit packager and/or to the assembly point shall be in accordance with applicable Federal and/or State requirements, provided that a lot number that indicates the production date of the contents is included.
 - C. The lot number on the shipping container may be "in the clear", a Julian date code, or such other code as must be explained in a letter to the Contracting Officer and to the applicable inspection personnel.

Sub-Part b: Packaging, Labeling, Packing, Marking Requirements For Other CFM Components.

- D-1. **PACKAGING**:
- A. Individual component packaging requirements are found in the component's technical specifications document:
 - 1. For Performance-Based Contract Requirement and Product Contract Requirement (PCR) components: Packaging requirements are specified in Section D-1 of the PCR.
 - 2. For Commercial Item Description (CID) components: Packaging requirements are specified in Section D-1 of the CID's Packaging Requirements and Quality Assurance Provisions (PKG&QAP).
 - 3. For MIL-DTL components: Packaging requirements are specified in Section D-1 of the MIL-DTL's PKG&QAP.
 - 4. For Sodium Chloride Monograph components: Packaging requirements are specified in Section D-1 of the monograph's PKG&QAP.
 - 5. For the Spoon, Picnic, Plastic:
 - a. 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
 - b. Each Spoon shall be unit packaged separately in a snug-fitting wrapper/bag/envelope made of material suitably formulated for use with food packages. Polymeric film shall be 0.001 inch thick. The contractor shall certify that the materials used are safe in or on food by reference to, and in accordance with, 21 CFR, Parts 170-189 or

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SECTION D - PACKAGING AND MARKING (CONTINUED)

other recognized health standards and regulations. Closure and forming seams shall be heat sealed in such a manner that after elimination of excessive entrapped air, the packaging material will closely conform to the spoon being unit packaged. Materials other than polymeric films shall require the approval of the Contracting Officer.

6. For Sugar referenced in Section C: Packaging requirements shall be in accordance with good commercial manufacturing practices.
7. For Sodium Chloride Monograph components: Packaging requirements are specified in Section D-1 of the monograph's PKG&QAP.

D-2. LABELING:

- A. In addition to individual component labeling requirements, all components shall be labeled in accordance with all applicable FDA and USDA requirements, including "NUTRITION FACTS" labeling in accordance with the Nutrition Labeling and Education Act (NLEA).
- B. When the unit packager/assembler is overwrapping commercially wrapped and labeled product that meets the requirements of the NLEA, it will only be necessary to apply product name and date-of-pack to the overwrapped pouch.
- C. Individual component labeling requirements are found in the component's prime documents:
 1. For PCR components: Labeling requirements are specified in Section D-2 of the PCR.
 2. For CID components: Labeling requirements are specified in Section D-2 of the CID's PKG&QAP.
 3. For MIL-DTL components: Labeling requirements are specified in Section D-2 of the MIL-DTL's PKG&QAP.
 4. 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 components shipped to a unit packager and/or to the assembly point is packed 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 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:

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

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SECTION D - PACKAGING AND MARKING (CONTINUED)

included.

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

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019) DFARS

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

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SECTION D - PACKAGING AND MARKING (CONTINUED)

- (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 IIIP - 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 https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html 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.gs1.org/epc-rfid>.
- (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 in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.
- (3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).
- (e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](https://www.fars.gov/252.232-7003), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE**SECTION E - INSPECTION AND ACCEPTANCE**

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

NOTE: Those quality assurance provisions (product, packaging, packing, and regulatory requirements, procedures, and inspections) specified in Section E of this solicitation/contract, and, as amended/modified by this solicitation/contract, those quality assurance provisions specified in the applicable Assembly Contractor Requirements (ACR) and in the applicable Contractor Furnished Material (CFM) and/or Rations National Contract (RNC) component technical requirements specifications are required for contractor inspection and for Government inspection.

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

ASQ/ANSI Z1.4 -2003 (R2018), SAMPLING PROCEDURES AND TABLES FOR INSPECTION BY ATTRIBUTES, is the edition currently available at the ANSI webstore, and the edition of the standard referenced for use with this solicitation/contract. This latest standard is a reaffirmation of ANSI/ASQ Z1.4 -2003 (R2013), and the (R2013) edition may be used in place of the (R2018). Except as related to the inspection of supplies for the presence of defects categorized as critical by this solicitation and its supporting documents, the procedures found in ASQ/ANSI Z1.4-2003, paragraph titled "8. NORMAL, TIGHTENED AND REDUCED INSPECTION", apply for Government verification inspection. ASQ/ANSI Z1.4, sub-paragraph "8.5 LIMIT NUMBERS FOR REDUCED INSPECTION" is applicable for use with this solicitation/contract. Where contractor end-item inspection is required, the contractor must select for end-item examination, as a minimum, the same number of samples selected by the Government for end-item inspection. Applicable to all Contractor Lot Offer Submittal Packages. The contractor's submittal package for each food component lot and each final assembly lot, shall contain the offeror's documentation that the end-item primary packaging materials in contact with the food and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Offeror's may offer Supplier's Certificates of Conformance as documentation. End-item compliance with the absence of per- or polyfluoroalkyl substances shall be verified and may be verified by means of a supplier's Certificate of Conformance. Any substance in contact with the end-item food that cannot be verified as a compliant substance shall be cause for rejection of the lot.

Applicable to those individual rations components procured in conjunction with both a Commercial Item Description (CID) and a Packaging Requirements and Quality Assurance Provision (PKG&QAP); the PKG&QAP shall take precedence, unless elsewhere excepted by this solicitation/contract. In the event of conflict between those procedures, requirements, and inspections cited in a PKG&QAP and those cited in its associated CID, those procedures, requirements, and inspections cited in the PKG&QAP shall control.

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 9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQ 9001.

The contractor shall identify the quality standard used to model their QSP. If the contractor proposes an alternate (i.e., non-standard) process control system, this shall be clearly stated in the QSP. Some contractors may have third party certification of their quality system, which the private sector devised to administer the ISO series standards. However, certification by any third party, to include Government certifications, is not required.

Whether or not contractors want to use third party certification is completely optional on their part. Although certification information may be provided as documentation and evidence to support the system proposed by the contractor, third party certification/ registration documentation is not a substitute for government quality assurance with regard to components used in the operational ration programs. Regardless of the standard or non-standard document used to model the documented QSP, the documented QSP shall address, at a minimum, the following elements (within each section of the element the contractor shall provide the information and address

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

the questions, as applicable, listed in Operational Rations Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline):

QSP General Outline**I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN****II. TRAINING****III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS****IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT (IAW NCSL Z540.3 or ISO 10012)****V. CONTROL AND PROTECTION OF PRODUCT**

1. Handling, Storage, Packaging, Preservation, and Delivery Program
2. Product Identification and Traceability Program
3. Inspection and Test Status and Records 4. Control of Nonconforming Material/Product

**VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER- SUPPLIED PRODUCT
(Government Furnished Material)****VII. RECEIPT INSPECTION AND TESTING****VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:**

1. Manufacturing Process Control Techniques (MPC QAP)
2. Statistical Process Control Techniques (SPC QAP)

IX. REGULATORY CONTROLS

1. General Regulatory Requirements (as applicable to the plant USDA-FSIS, FDA, GMP, HACCP, SSOP, USDA Dairy, etc.).
2. Integrated Pest Management and Sanitation Programs*

X. END-ITEM INSPECTION AND TESTING (IAW product/material specifications/documents and ANSI/ASQ Z1.4)**XI. INTERNAL AUDITS XII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM XIII.
IMPROVEMENT**

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

The documented QSP will be evaluated by the Operational Rations Quality System Audit Team (composed of DLA Troop Support-FTSB and USDA-AMS, Quality Systems Auditors), USDA-AMS Operational Rations Program Coordinator, and the Government In-Plant Quality Assurance Representatives (QAR) assigned to perform Government QA functions at contractors' facilities. Government personnel will use the Operational Rations Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline (in conjunction with the standard or other document identified in the contractor's QSP) as the basic framework against which they will evaluate QSPs. Workbook I was developed to standardize the evaluations of documented QSPs (developed using ISO/ANSI/ASQ

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

9001, other recognized industry quality standards, or a non-standard contractor's specific process control system) submitted by contractors for the purpose of demonstrating their capability to meet the higher-level contract quality requirements using any of the aforementioned documents and for the Contracting Officer to assess a contractor's capability to meet the contract requirements.

NOTE: Although Government inspection personnel (USDA-AMS/U.S. Army Public Health Center) 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.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality>. DLA Troop Support will recognize a contractor's quality system whenever it meets the contract requirements, whether the quality system is modeled on military, commercial, national, or international quality systems standards. The design and implementation of a QSP will be influenced by the varying needs of a company, its particular goals and objectives, the products produced, and the processes and specific practices employed in the operation. The intent of the requirement is for contractors to improve process capability and process control which, when used effectively, can result in a prevention oriented approach rather than a detection approach that will improve product quality and lower cost through the use of a single quality system in any contractor facility.

A documented QSP is required when a contract references or requires a contractor to perform under the higher-level contract quality requirements. Contractors are responsible for complying with the quality system requirements set forth in their documented QSP in addition to all detailed requirements cited in the contract and for furnishing products that meet all requirements of the contract. Contractors are required to establish, document, submit for Government review, and maintain a quality system as a means of ensuring that product conforms to the requirements of the contract. The documented QSP shall include the quality system procedures and outline the structure of the documentation used in the quality system. When the requirements of the Statistical Process Control Quality Assurances Provision (SPC QAP) and/or the Manufacturing Process Controls and In-Process Inspection Quality Assurances Provision (MPC QAP) are applicable, these requirements must be addressed under the In-Process and Process Inspection and Testing section of the documented QSP. Redundant areas/requirements (cited in the MPC or the SPC QAPs) need only be addressed once in the QSP. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of NCSL Z540.3 or ISO 10012.

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

(a) The following items are exempt from the Higher Level Contract Quality Requirements, MPC QAP and the SPC QAP (No QSP required):

1. Accessory package components (except for RNC beverage contract items). The ACR provides the list of accessory components.
2. Condiments (even if packaged in laminated barrier pouches): hot sauce, ketchup, mayonnaise, mustard, etc.
3. Bulk packed food component items: Bulk packed, as used in this paragraph, means product in compliance with the Bulk Packed Component Item Qualification Requirements applies to product that is packed for transportation in accordance with local, state, and federal requirements, and received for the purpose of its finished product packaging.

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

for all products

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

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

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

- (a) ONE COPY SHALL BE MAILED (AT TIME OF BID SUBMITTAL) TO:

Send MAILED OFFER to:

ATTN: Michael Olsakowski and Tiendung Nguyen

DLA TROOP SUPPORT

POST OFFICE BOX 56667

PHILADELPHIA, PA 19111-6667

- (b) AFTER CONTRACT AWARD ONE COPY SHALL BE MAILED PRIOR TO THE INITIATION OF PRODUCTION TO EACH OF THE FOLLOWING USDA-AMS OFFICES as applicable:

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

- a. OPERATIONAL RATIONS SECTION USDA, AMS, SCP, SCI DIVISION

ATTN: Benjamin Jackson

1400 INDEPENDENCE AVE. SW

ROOM 1536, SOUTH BLDG.

WASHINGTON, DC 20250-0247

- b. USDA-AMS INSPECTION AREA OFFICE:

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

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

3. U.S. ARMY PUBLIC HEALTH CENTER VETERINARY FOOD INSPECTION PERSONEL: When

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Veterinary Food Inspectors (VFIs) are responsible for performing Government source inspection at operational rations assembly plants, one copy shall be personally delivered to the resident VFI/GQAR prior to the initiation of production/assembly. The contractor/subcontractor shall contact USAPHC for questions regarding VFI's inspection services.

ARMY PUBLIC HEALTH CENTER

VETERINARY SERVICES PORTFOLIO

Attn: MCHB-IP-VF

CHIEF, OPERATIONAL RATIONS

5158 BLACKHAWK ROAD BLDG. E5158

ABERDEEN PROVING GROUND, MD 21010-5403

4. 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.

a. DCMA GARDEN CITY

605 STEWART AVE.

GARDEN CITY, NY 11530-4761

b. DCMA DAYTON

1507 WILMINGTON PIKE DAYTON, OH

45444-5300

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

Failure to submit comments within the suspense date may result in DLA Troop Support-FTSB Quality Systems Auditors not including the applicable inspection agency's comments in Government QSP joint evaluations. In-Plant Government QARs are also required to report quality systems noncompliance within one working day using the Corrective Action Request (CAR) Form. The current DLA Troop Support -FTSB's group mailbox (SubsistenceQualitySystems@dla.mil) or mailed to the following address (the preferred and most expeditious method is via E-mail):

Send MAILED OFFER to:

ATTN: FTSB Operational Rations Quality Systems Audit Team

DLA TROOP SUPPORT

POST OFFICE BOX 56667

PHILADELPHIA, PA 19111-6667

During the Acquisition Phase (prior to contract award): A QSP must be submitted as part of an offeror's proposal. In order to be eligible for award, the QSP must receive an acceptable rating by DLA Troop Support-FTSB.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

After the Acquisition Phase (after contract award): The contractor can submit changes to improve the plan throughout the life of the contract. DLA Troop Support-FTSB Quality Systems Auditors evaluate, assign QSP ratings, and approve or disapprove changes to the QSP.

Procedures or changes to a QSP that may involve a change to a specific contractual requirement (cited in the contract TDP/ items specifications/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.

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

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

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

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

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

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

As the holder of a contract with the Department of Defense, the Contractor should be aware of the vital role they play

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

in supporting our customers. It is incumbent upon the Contractor to take all necessary actions to secure product produced for and delivered to all DLA customers. The Government strongly recommends that all firms review their food defense plans relating to plant security and security of the products produced in light of the heightened threat of terrorism, and secure product from intentional adulteration/contamination.

All DLA Troop Support Subsistence contracts have a requirement for submission and implementation of a stand-alone Food Defense Plan (FDP) at each contractor facility. The Contractor shall comply with its Food Defense Plan (as submitted as the Food Defense portion under this contract solicitation) to prevent product tampering and contamination, and assure overall plant security and food safety. The Contractor must take all practicable measures that are within its control to deter or prevent tampering or contamination of supplies provided for under this contract solicitation. The Contractor must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

Food Defense Plans will be evaluated to ensure compliance with the DLA Troop Support Food Defense Checklist. All areas of concern listed in the DLA Food Defense Checklist must be addressed within the FDP. Points will be deducted for not addressing each element listed in the DLA Troop Support Food Defense Checklist, or by not providing the information requested (e.g., establishment registration information). A copy of the FD Checklist is available online to download at the web address: https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.pdf or through the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656.

The Food Defense Plan may be modified at any point prior to contract start-up/implementation or during the period of performance. Whenever a change is made to the Food Defense Plan, it shall be submitted to the Contracting Officer for evaluation.

DLA Troop Support-FTSB will conduct Food Defense Audits/reviews during Compliance Audits and/or other visits to verify the implementation, compliance, and effectiveness of the firm's Food Defense Plan. For each new contract solicitation, a current FDP shall be submitted to the Contracting Officer for evaluation.

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

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

QUALITY ASSURANCE PROVISION MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS

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

- (a) Ensure that all manufacturing operations are carried out under controlled conditions which will adequately assure that product characteristics and criteria specified by contract are achieved and maintained in the produced item. Controlled conditions include documented process control and in-process inspection procedures, adequate methods for identifying and handling material, and adequate production equipment and working environments.
- (b) As a minimum, perform inspections, examinations and/or tests, during manufacturing on those product characteristics which cannot be inspected at a later stage, and ensure that process controls are implemented and effective.
 - (1) Manufacturing processes shall be evaluated to determine which process characteristics have an effect on the

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

I. General Requirements:

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 an offeror has previously submitted a QSP, the offeror may reference that QSP by date and only submit changes (if deemed necessary by the offeror) with the proposal for this solicitation.
1. Offerors who consider themselves eligible for exclusion of the documented QSP at bid submittal, based on utilization of a previously submitted QSP for identical or similar supplies, are to submit a written request for exclusion (RFE) to the Procuring Contracting Officer (PCO). The offeror shall identify in the RFE the contract number(s) under which the supplies were previously furnished by them and accepted by the Government; and the applicable item nomenclature and National Stock Number(s); and the date of the documented QSP. QSP changes/revisions/updates, if applicable, need to be submitted along with the RFE at time of proposal. NOTE: Changes/revisions/updates must be well identified, dated and organized to facilitate posting to the QSP.
 2. If techniques selected (MPC, SPC, or combination of both) were determined to be adequate (in a QSP previously submitted and approved by DLA Troop Support - FTSB), the offeror shall certify that these techniques are still adequate to effectively control the processes and that the system implemented is still capable of consistently producing conforming product.

II. Specific Requirements:

- A. The offeror shall identify the characteristics to be controlled using SPC techniques (or the alternate MPC techniques). Application of SPC techniques shall be considered for all characteristics identified by performing pareto analysis on the defects from previous production, or projection of potential defects in future production, to discern the vital few and repetitive type failures from the trivial many. Additionally, offerors are encouraged to calculate quality costs to assist in determining what characteristics or processes to control statistically (QSP Element XIII). These defects, and all other characteristics identified by the offeror from process capability studies on current production, shall be subject to the application of SPC techniques or other analyses. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to end-item contractual requirements. In addition to the characteristics identified by the offeror, the following characteristics will be controlled using SPC techniques, MPC techniques, or other alternate controls methods deemed appropriate and effective in controlling the processes. Alternate controls to SPC and MPC must be clearly identified and explained in detail in the In-Process and Process Inspection and Testing Section of the contractors' documented QSP/ Quality Manual. The description of SPC or MPC techniques shall be sufficient to allow a reviewer unfamiliar with the item or the contractor's production operation to properly assess the applicability of the control measures/techniques being proposed.
1. For Thermostabilized, High-Pressure Processed, or Hot Filled Items: (1) Laminated barrier pouch/tray

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.
 - (a) The SPC and MPC techniques (or combination of both) will be reviewed as part of the documented QSP for the firm or firms eligible for award.
 - (b) 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.
 - (c) 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

covered in the Management Responsibility and Quality System Design Section I of the QSP or other applicable section of the contractor's QSP.

- (d) SPC Training: Information must be covered in the Training Section of the QSP or other applicable section of the contractor's QSP. (e) 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.
- (e) 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.
- (f) Manufacturing Controls: (IAW Quality Assurance Provision, Manufacturing Process Controls and InProcess 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).
- (g) 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.
- (h) 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 QAR's/inspectors, when Government source inspection is required, in accordance with the DLA Troop Support Operational Rations Documented QSP Evaluation Guideline- Workbook I, the regulations/and file codes 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 operational ration outlined herein for the final assembly of the operational ration, the unit packaging of food components, accessory bags and menu sub-assembly pack bags procured in accordance with this solicitation/contract,.

E-2-C.-Government Verification Inspection. Government verification inspection, tests and exams conducted by either the Government's Quality Assurance Representative (GQAR) or Government designated laboratory, shall be withheld, at a minimum, until documentation of the contractor's conforming and completed inspection results are presented to the GQAR. Unless otherwise authorized, in writing, by the Contracting Officer, neither the GQAR nor the Government laboratory shall perform Government verification inspection until such time as the contractor's lot submittal package, the package including the documented results of all inspections required to performed by the contractor, is provided to the GQAR and the inspection results contained therein indicate conformance to ALL applicable contractual requirements. Submit requests for Contracting Officer authorization using template "REQUEST FOR EARLY GOVERNMENT INSPECTION".

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.

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 (ASQ/ANSI Z1.4) operating characteristic curves. Contracting Officer approval must be obtained prior to skip lot and/or reduced inspection.

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

E-2-F. VFI inspection is required for the sub assembly packaging, at the assembly plant, of bulk-packed component items that are individually packaged by an assembler/packer into military packaging (laminated barrier pouches), accessory bags, menu sub assembly pack, and ration specific final assembly, i.e., FSR, MCW, MORE, MRE menus and final cases, as applicable. When the sub assembly packaging of the aforementioned products occurs at a location not under the supervision of the Veterinary Food Inspector, the process shall be under the requirements of contractor-paid USDA-AMS,SCI Division inspection. When dairy component products or non-dairy creamer (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, 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

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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, inspection manuals, inspection procedures, 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 GQAR of DSCP Form 3587 (Plan for the Inspection Job (PIJ)) or a PIJ document of a form acceptable to the GQAR. The DSCP Form 3587 or PIJ document shall include, but not necessarily be limited to, the data or information necessary to complete and finalize the DSCP Form 3587 and sub-part (B.) of this part of sub-section E-2, and which shall address procedures for supplying the GQAR with information necessary to maintain the **GQAR's Critical Defect Log** and informing the GQAR of Contractor's response to meeting or exceeding critical defect action levels/process averages documented in the contractor's Quality Systems Plan. A copy of Form 3587 may be found at <https://www.dla.mil/TroopSupport/Subsistence/OperationalRations/qapubs/>
- (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 and FTSC.

Preparation of this document may require preproduction/post award conferences between Government and contractor representatives. The contractor shall sign and date the PIJ to signify agreement to all terms and conditions therein. Production of supplies shall not commence until the document is signed by both parties. The document may remain in effect for subsequent contracts provided it is reviewed (revised as necessary) at quarterly intervals, initialed and dated by the contractor and the QAR to certify currency. The document shall be revised/amended prior to production of new items not included in the basic document or whenever significant changes occur in contractual inspection documents that necessitate modification. When signed by both the contractor and the GQAR, the PIJ document is contractually binding, however, the PIJ shall not authorize any deviation(s) from contract and/or specification requirements. 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 VFI (Veterinary Food Inspector) with a copy of the lot traceability records prior to shipment of each assembled lot. The following non-food items are exempt from traceability requirements: hand cleaner, matches, spoons and toilet tissue.

The purpose of the above, is to maintain traceability of a component lot through the assembly operation, in depot storage and up to the customer's receipt of the finished operational ration. This is necessary in the event of a recall/ALFOODACT for DLA

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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, Packaging examination, Assembled meal bag examination` of the applicable version of the Assembly Requirements (ACR). AQLs are not applicable for the traceability examination. The component lot numbers are recorded from the samples and compared against the lot traceability records provided by the assembler. A defective component lot number is a code which does not correlate with traceability records. Missing or illegible component lot numbers are not to be scored as defects unless there is reason to believe that the component represents a lot other than a lot listed by the traceability records. The finding of any defect will be cause for rejection of the lot.

E-2-I. Assembly of Mixed Code Lots

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

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

E-2-K. Receipt Inspection at Destination

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

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

Receipt examinations for pouch integrity shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread packaged in accordance with PCR-C-039. Samples for receipt inspection shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the Section D of this solicitation/contract will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option or performed in accordance with the assembler's QSP.

Grand lotting of more than one production lot of homogeneous components within a shipment for the purpose of receipt inspection may be performed, except for pouch integrity as cited above.

There will be no grand lotting of items packaged in accordance with MIL-PRF-44073, PCR-C-039, PCR-S-023, MIL-DTL-32223, MILDTL-32141, MIL-DTL-32347, or MIL-DTL-32541 for pouch integrity inspection. When the total

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shipment is inspected as a single lot, the identity of the items must be maintained, and samples must be drawn from each lot in proportion to its size. Homogeneous components are defined as follows: items procured by identical prime documents (identical PCRs, Commercial Item Descriptions) except for items packaged in accordance with MIL-PRF-44073, PCR-C-039, PCR-S-023, MIL-DTL-32223, MIL-DTL-32141, MIL-DTL-32347, and MIL-DTL-32541.

The Government may perform verification inspection (examination, testing, or both) to assure itself that the conformance certificates (USDA/USDA certifications, DCMA certifications, CoAs, CoCs) furnished by the contractor can be relied upon. Verification inspection performed by the Government will be in accordance with the Quality Assurance Provisions of the product being verified. 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 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. Preformed pouches, HFFS roll-stock, and any other materials that contact the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Compliance with the absence of per- or polyfluoroalkyl substances shall be verified by the assembler upon receipt and may be verified by the supplier's Certificate of Conformance.

The reliability of the contractor's receipt inspection system will be determined by the VFI. 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 a component(s) of the operational ration, the requirements in the sub-sections (E-1 through E-7) of this Section E 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 the sub-sections (E-1 through E-7) of this Section E 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 ensure 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

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offer the name and address of each subcontractor from whom it proposes to obtain the component(s).

E-3. Quality Assurance Requirements for Ration Assembler, Ration Component Production Plants and Ration Sub Assembly and Assembly Plants.**E-3-A. Quality Assurance Provisions and Packaging Requirements for Food Components**

For all food components, when the finished product packager is the prime contractor (assembler), or a subcontractor, origin inspection shall be contractor paid United States Department of Agriculture, Agricultural Marketing Service, Specialty Crops Inspection Division (USDA-AMS) inspection in accordance with Provision "9023 General Inspection Requirements", unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective inspection agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by Provision "9024 Alternative Inspection Requirements for Selected Items" is applicable, unless otherwise specified by this solicitation/contract.

When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15. Compliance with applicable product and packaging requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the PCR, CID, MIL-document, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. For products procured using a CID and a PKG&QAP as specifications, the applicable analytical and microbiological requirements, procedures, and testing requirements are specified in the product's PKG&QAP specification unless elsewhere superseded by this document.

Regardless of the Government agency designated cognizance for the support of the Government's quality assurance requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

The following items do not require contractor paid USDA-AMS origin inspection: candy and chocolate confections, hot sauce, chewing gum, salt, CID-AA-20184 coffee, sugar, spices, sugar substitute, and hot sauce powder. This list is not an inclusive list of those bulk procured finished food products that are procured in bulk preliminary to their finished product packaging by the contractor which may be exempted from contractor paid USDA-AMS origin inspection. Contractor's shall petition the Contracting Officer for a determination regarding the exemption of such bulk food products to be used by the contractor in the manufacture of operational rations finished package components. The Contracting Officer shall determine if an exemption to contractor paid USDA-AMS origin inspection is authorized

E-3-B-1. Additional Quality Assurance Provisions for Filled and Sealed Pouch Examinations for Critical Category Defects

1. For each end-item lot offered by the contractor for government acceptance, the contractor is required to perform an end-item examination of the lot's filled-and-sealed pouches for those critical category defects described in the quality assurance provisions of the product's specification (ex. MIL-PRF-44073, PCR-C-039, PKG&QAP MIL-DTL-32347). The rules for initiation of inspection, continuation of inspection, switching procedures, etc., found in sub-section E-3-B-2 are applicable.
2. 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). Upon notification by the Government QAR of change of severity of inspection from normal to tightened or re-

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tightened, and at the request of the Contracting Officer, the contractor shall submit a corrective action plan to the Government QAR and the Contracting Officer. Government QAR will withhold inspection of lots produced after notification until the requested corrective action plan is received and accepted. 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 effective date(s).
- E. Contractor, subcontractor, or supplier representative responsible for implementing corrective action as authorized by the Contracting Officer.

Discontinuation of inspection may be invoked by the Contracting Officer when there is a pending action against a contractor to improve the quality of the submitted product/material, a contractor fails to submit a corrective action plan, and/or a corrective action plan is not effective in correcting or in preventing recurrence of root cause of the deficiency. In addition to the above, at the Contracting Officer's 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-2. Additional Quality Assurance Provisions for Filled and Sealed Pouch Examinations for Critical Category Defects

These procedures shall be applied to inspection results where critical defects are a determining factor in the rejection of a lot, and where the finding of any one critical defect shall be cause for rejection of the 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 shall continue unchanged for the critical category of defects on successive lots except where the procedures given in this sub-section, E-3-B-2, require a change in the severity of the inspection, from Normal to Tightened or Re-Tightened. The procedures given in this sub-section, E-3-B-2, shall be used to switch from Tightened states of inspection to Normal inspection. There will be no "reduced" inspection option. The Government has the right to discontinue Government inspection as cited in this sub-section, E-3-B-2, or the MPC clause or both.

TYPE II EXAMINATIONS - For those items whose specification sampling plans include Critical Category Defects, state an inspection level to determine a critical category samples size, and state specific accept and reject numbers rather than assigning an Acceptable Quality Limit (AQL) applicable for use with critical category defects (EX. PCR-S-023, Cheddar Soup Mix, PCR-C-039, Cheddar Cheese), the following inspection and switching procedures apply:

INITIATION OF INSPECTION. Normal severity inspection will be used at the start of inspection unless otherwise directed by the responsible authority.

CONTINUATION OF INSPECTION. Normal or tightened severity inspection shall continue unchanged on successive lots except where the switching procedures given below require change.

SWITCHING PROCEDURES NORMAL SEVERITY TO TIGHTENED SEVERITY. When normal severity inspection is in effect, tightened severity inspection shall be instituted when a lot has been non-acceptable by government verification inspection on original inspection. When tightened severity inspection is invoked, government verification inspection lots shall consist of no more than 150,000 units for the purpose of examination for the presence of critical defect category defects. For use with the initial tightened severity inspection lots, the GQAR shall apply the Normal Inspection Severity cited in the products specification to determine the sample size of each inspection lot. The accept and reject criteria for each inspection lot being accept on 0 defects, reject on 1 defect. Ignore resubmitted lots for this procedure.

TIGHTENED SEVERITY TO NORMAL SEVERITY. Because a production lot may be divided into more than one

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government verification inspection lot, when tightened severity inspection is in effect, normal severity inspection shall be instituted when 5 consecutive tightened severity government verification inspection lots have been considered acceptable on original government verification inspection. For example, if three consecutive production lots are each divided into two inspection lots, resulting in six inspection lots, the product will requalify for normal severity inspection inspected as soon as 5 consecutive tightened severity government verification inspection lots have been considered acceptable on original government verification inspection. The GQAR shall complete the inspection of the sixth lot using the sample previously selected for that inspection.

TIGHTENED SEVERITY TO RE-TIGHTENED SEVERITY(S). When initial tightened severity inspection is in effect, the contractor performance shall self-determine if re-tightening the severity of inspection is necessitated. When tightened or a re-tightened severity of inspection is in effect, when a lot has been non-acceptable by government verification inspection on original inspection, re-tightened severity inspection shall be instituted. GQAR shall notify FTSB that the current performance history indicates that the contractor's quality system is not effective in preventing the offer of product packaged in packaging determined by government inspection to be critically defective packaging.

NOTE TO DETERMINE SAMPLE SIZE: Normal severity inspection sample size determined for the production lot size by its specified inspection severity; initial tightened severity inspection lot sample size (inspection lot size restricted to no more than 150,000 units) is determined by its specified inspection severity applied applicable to normal inspection; first re-tightened severity inspection lot sample size is determined by application of the specified inspection severity applicable to tightened inspection to each inspection lot; second re-tightened severity sample size uses the next higher samples size to determine subsequent re-tightened severity inspection log sample sizes, following the 125, 200, 315, 500, 800, 1250 sequence. Ignore resubmitted lots for this procedure.

RE-TIGHTENED SEVERITY TO NORMAL SEVERITY. Because a production lot may be divided into more than one government verification inspection lot, when re-tightened severity inspection is in effect, normal severity inspection shall be instituted when 5 consecutive re-tightened severity government verification inspection lots have been considered acceptable on original government verification inspection. For example, if three consecutive production lots are each divided into two inspection lots, resulting in six inspection lots, the product will requalify for normal severity inspection inspected as soon as 5 consecutive tightened severity government verification inspection lots have been considered acceptable on original government verification inspection. The GQAR shall complete the inspection of the sixth lot using the sample previously selected for that inspection.

DISCONTINUATION OF INSPECTION. If the cumulative number of inspected lots not accepted in a sequence of consecutive lots on either tightened severity inspection or a specific re-tightened severity inspection reaches 5, government inspection and acceptance procedures shall be discontinued. Ignore resubmitted lots for this procedure. **Government inspection and acceptance will not be resumed until corrective action has been taken, FTSB has reviewed the corrective action in relation to the contractor's Quality Systems Plans, and the Contracting Officer authorizes resumption of government inspection and acceptance procedures.**

The normal, tightened, and re-tightened severities of inspection described in this subsection apply only to the examination of samples for critical category defects. The rules for determining sampling criteria, including the switching of sample sizes, to be used in the examination of lots for the presence of major and minor defect categories in sample pouches shall follow the procedures cited in ASQ/ANSI Z1.4, Sampling Procedures and Tables for Inspection by Attributes.

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

For end-item food components*/ containing dairy ingredients, the end-item food-product processing plants, the end-item packaging plants, and all plants providing the end-item's dairy ingredients must be approved for USDA Grading Service by the USDA, Marketing and Regulatory Programs, Agricultural Marketing Service (AMS), Dairy Grading Program, Washington, DC, 20250, and under 7 CFR, Part 58, prior to start of production. Contractors are responsible

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for obtaining such inspection and approval as early as necessary in order to meet contract delivery schedules. For information, please contact the inspection services of USDA, AMS, Dairy grading Branch, telephone (202) 720-9381 or (630) 437-5037.

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

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

*/ End-item food components except for commercially sterile components and finished components packaged, without further processing, from commercially packaged bulk components.

E-3-D. Additional Quality Assurance Requirements for PCR-C-037 Crackers

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

- (1) At the cracker manufacturer when crackers are bulk packed: paragraphs E,A., Definitions; E,B(3), Conformance inspection (for product); E-5,A, Product examination; E-5,B(2), Net weight, are required. Product standard inspection, Periodic review evaluation, and Self life requirements are applicable, however, their methods of exercise are cited elsewhere in this solicitation/contract.
- (2) At the cracker manufacturer when crackers are unit packed: All Section E paragraphs are required, except paragraph E,B(1), E,B(2), and E-5,B(1). Requirements for Product standard inspection, Periodic review evaluation, and Self life are given elsewhere in this solicitation/contract.

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

Paragraphs E,A., Definitions; E,B(1), Product standard inspection; E,B(3), Conformance inspection (for packaging and packing); E-5,B(3), Analytical; E-6,A(1), Pouch material certification; E-6,A(2), Pouch vacuum examination; E-6,A(3), Filled and sealed pouch examination; and E-6,A(4), Seal testing. Paragraph E-5,A., Product examination, is required when requested by DLA Troop Support Contracting Officer. Requirements for Product standard inspection, Periodic review evaluation, and Self life are given elsewhere in this solicitation/contract.

(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), Analytical, 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

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

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

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

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

E-3-F. End-item Testing.

Compliance with applicable end-item specific technical data requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the food component specification, solicitation, contract, and purchase order and their applicable Packaging Requirements and Quality Assurance

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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-3-G. SWITCHING PROCEDURES FOR TESTS WITH SPECIAL INSPECTION LEVELS

In the case of a product that is tested in accordance with an inspection sampling plan that cites a Special Inspection Level (ex. S-1, S-2, S-3), but does not include an Acceptance Quality Limit, the following rules apply:

Initiation of Inspection. Normal severity inspection will be used at the start of inspection unless otherwise directed by the responsible authority. Unless otherwise amended by this solicitation/contract, the normal severity sampling plan is that sampling plan cited in a product's technical requirements document (ex. PCR, PKG&QAP) for the test of concern.

Continuation of Inspection. Normal severity or tightened severity sampling for inspection shall continue unchanged on successive lots except where the switching procedures given below require change.

Normal Severity to Tightened Severity. When normal inspection is in effect, tightened inspection shall be instituted when 2 out of 5 consecutive lots or batches have been non-acceptable on original Government inspection (i.e., ignoring resubmitted lots or batches for this procedure). A tightened severity sampling plan for a product requires that, while the acceptance and rejection criteria remain the same as for normal severity of inspection, the next higher sample size above that required for normal severity inspection is to be used. To determine the next higher sample size to be used for tightened severity inspection sampling, locate the normal severity inspection sample size in the sequence 5, 8, 13, 20, 32, 50, 80; the next higher sample sized is represented by the number to the right of the normal severity inspection sample size.

Tightened Severity to Normal Severity. When tightened severity inspection is in effect, normal inspection shall be instituted when 5 consecutive lots or batches have been considered acceptable on original Government inspection.

Discontinuation of Inspection. If the cumulative number of lots not accepted in a sequence of consecutive lots on tightened severity inspection reaches 5, the acceptance procedures of this solicitation/contract shall be discontinued. Inspection under the provisions of this solicitation/contract shall not be resumed until corrective action has been taken. Tightened severity inspection shall then be used as if normal to tightened severity inspection had been invoked.

These requirements apply to tests using Special Inspection Levels, regardless of if the severity of the characteristic tested is considered to be of a critical, major, or minor category. These switching rules shall be implemented by the on-site GQARs in immediate response to test results.

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. Primary packaging/packing materials in contact with the food and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Offeror's may offer Supplier's Certificates of Conformance as documentation. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 Requirements, Methods of Remediation, and Prohibitions

(A.) When the 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 " Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits ".
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 " Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits ". 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.) There will be no "skip lot" or "reduced" inspection option for critical defects.

NOTE: The contractor, if employing Inspection and Acceptance Program, Option 1, 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. This allowance does not apply for critical defects.

E-4-C. Government Verification Inspection. Government verification inspection, tests and exams conducted by either the Government's Quality Assurance Representative (GQAR) or Government designated laboratory, shall be withheld, at a minimum, until documentation of the contractor's conforming and completed inspection results are presented to the GQAR. Unless otherwise authorized, in writing, by the Contracting Officer, neither the GQAR nor the Government laboratory shall perform Government verification inspection until such time as the contractor's lot submittal package, the package including the documented results of all inspections required to be performed by the contractor, is provided to the GQAR and the inspection results contained therein indicate conformance to ALL applicable contractual requirements.

Submit requests for Contracting Officer authorization using template "REQUEST FOR EARLY GOVERNMENT INSPECTION".

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.

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

The component lot number for thermally processed (retorted), high-pressure processed, and hot-filled products

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

packaged in flexible pouches and for food items classified by Natick Soldier Center (Natick) as primary components of operational rations 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. (See attachment for listing of primary, secondary, and ancillary operational rations component products). For products packaged in tray pack containers (metal/poly) and other products (including the FRH, food component lots not composed of, as classified by Natick, primary components, final assembled lots, and items listed under candies in the attachment), 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 subsamples 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). NOTE: Producers of components classified as "primary components" may petition the Contracting Officer, on a product-by-product basis (product identity includes NSN), for permission to define a product's lot number 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.

E-4-E. Periodic Review Samples

All food components that are inspected by USDA-AMS will be subject to periodic review sampling and examination/testing during contract production in accordance with the following criteria: For each calendar month of production, as directed by DLA Troop Support, the USDA-AMS inspector will randomly select ten 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 seven of the samples, at the contractor's expense, to the addresses below, once per month. In addition, the USDA-AMS inspector shall include, as a part of each shipment to a USDA/AMS destination, at least one comparison sample pouch from the PDM lot approved as the representative production standard for each distinct type of product comprising each shipment.

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

Operational Rations Marketing Specialist, Anthony Foresi (one samples)

Operational Rations Marketing Specialist, Louis Obot (one sample)

Operational Rations Marketing Specialist, Luke Smith (one sample)

USDA Area Office Officer-in-Charge (one sample)

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

DEPARTMENT OF THE ARMY

FCDD-SCC-EMR

Attn: Jill Bates (Bldg 36 Rm E107)

COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER

10 GENERAL GREENE AVENUE

NATICK, MA 01760-5056

POC: (508) 206-3325

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

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

The “Procedures for Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations”, dated May 1, 2020, colloquially referred to as the “government skip lot inspection program”, is applicable to current and future contracts for contractors who employ Inspection and Acceptance Program, Option 1 or Option 3. Switching procedures applicable for use with the government skip-lot inspection program are cited in the Procedures for Alternative Skip-Lot End-Item Inspection Requirements for The Contracting Officer shall authorize the GQAR to initiate skip-lot inspection based upon the qualifications criteria cited in Procedures for Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.

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.

NOTE: 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 sampling plans switching procedures cited in ASQ/ANSI Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used by the Option 1 contractors and Option 3 contractors during the performance of contractor's end-item verification inspections of State 2 qualified products. Producers using the switching procedures, cited in ASQ/ANSI 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 Option 1 contractors who are using stratified sampling (drawing subsamples from each subplot during production of the lot) and for those Option 3 contractors inspecting State 1 or State 3 products who are using stratified sampling, 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”).

NOTE: Option 1 contractor inspection of end-item subsamples and Option 3, State 1 or 3, contractor inspection of end-item subsamples prior to their combination to make-up the complete sample for the applicable lot size is not authorized.

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 and the Contracting Officer authorized alternative end-item conformance verification records, as applicable for the subject Government Inspection and Acceptance Program Option, must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

E-4-G. Rework of Nonconforming Product Pre or Post Acceptance**CONTINUED ON NEXT PAGE**

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

E-4-G-A. Corrective Action (Rework/Screen Inspections) Taken Prior to Government End-item Inspection (i.e., Contractor's Receipt Inspections (of both food and non-food supplies), In- Process Inspections, and End-Item Inspections): Unless otherwise specified in Part B, below, all corrective actions, reworks and screening inspections conducted prior to the initial Government end-item 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. Government End-item Inspection, as used here, includes Government End-item Inspection at CFM and RNC component origin.

NOTE TO PART A: 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 permission of the Contracting Officer to offer a lot, acknowledged by the petitioner to be nonconforming for a specific requirement, for Government end-item verification inspection with the understanding that should all required Government inspections, save that inspection acknowledged by the petitioner as representing a specific nonconformance to requirements, result in conforming inspection results, the lot shall be recorded by the GQAR as a lot rejected upon Government verification inspection but authorized by the Contracting Officer to be accepted "as is" on waiver of the specific nonconforming requirement revealed by contractor inspection or QSP. If the Contracting Officer authorizes the offer of a nonconforming lot for Government end-item verification, the written approval shall be provided to the GQAR when the supplies are presented for Government verification inspection as previously stated. The GQAR shall inspect the supplies for compliance with all requirements of the contract, except the specific nonconforming requirement (skip-lot inspection and reduced inspection do not apply in this case). The Contracting Officer, may request that the GQAR inspect for the specific nonconforming requirement 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.

E-4-G-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 FTRC/FTSC Contracting Officer.

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 FTRC. FTRC approval may be accomplished by means of one the two following methods, the methods being subject to change as determined by the Contracting Officer to be necessary for determining FTRC approval:

METHOD 1:

All corrective actions performed on product due to foreign material and/or processed/ unprocessed container mix-ups shall be submitted by the contractor to the GQAR for review and acceptability determination. This requirement only applies to contractor facilities that are producing product and/or placing food product into finished component packaging.

If the GQAR determines that the corrective action plan is acceptable, the contractor shall submit a "foreign material notification" or "unprocessed container notification" to FTRC, prior to offering the lot for Government inspection. The notification shall include the corrective action plan, the GQAR's

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recommendation pertaining to the plan, and supporting documentation. FTRC shall issue written authorization for offer of the lot for Government inspection.

If the GQAR determines that the correction actions are not acceptable and GQAR and the contractor cannot agree to an alternate plan for remediation, the contractor shall submit a corrective action/remediation plan and supporting documentation to FTRC for resolution.

Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP, Section XII - Corrective and Preventive Action Program. (see E-4-G.B.6.). SRP's shall only be submitted to DLA for foreign material inherent to a specific food product or ingredient. Screws, plastic pieces, bandages, metal fragments, glass, etc., are not inherent to ingredients used in food products and a SRP for these types of foreign material shall not be submitted to DLA for consideration and approval. SRPs submitted to DLA for review and approval shall have a title beginning with "Standard Rework Procedure for...". SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

All preventive and corrective actions documented by, proposed by, and conducted by the contractor shall conform to the regulations promulgated by the applicable regulatory agency (FDA, USDA-FSIS, USDC). When a contractor is required by regulation to notify a regulatory agency regarding foreign material and/or processed/unprocessed container mix ups, it shall be the responsibility of the contractor to present to the GQAR and DLA verification of conformance to the applicable agency's regulations.

In all cases, it is recommended that the GQAR be notified as soon as possible if and when incidents involving the finding by the contractor of foreign material in product and/or product ingredients

METHOD 2:

The contractor shall submit a corrective action plan and supporting documentation to FTRC for resolution.

Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP, Section XII - Corrective and Preventive Action Program. (see E-4-G.B.6.). SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

All preventive and corrective actions documented by, proposed by, and conducted by the contractor shall conform to the regulations promulgated by the applicable regulatory agency (FDA, USDA-FSIS, USDC). When a contractor is required by regulation to notify a regulatory agency regarding foreign material and/or processed/ unprocessed container mix ups, it shall be the responsibility of the contractor to present to the GQAR and to DLA verification of conformance to the applicable agency's regulations.

In all cases, it is recommended that the GQAR be notified as soon as possible if and when incidents involving the finding by the contractor of foreign material in product and/or product ingredients.

- (b) The GQAR shall be notified, and documentation provided, when any finished product intended (or initially intended) to be offered to the Government has been produced using a bulk product or ingredient product lot (s) (or portion thereof) that has, at any time, been identified as containing or having contained foreign material. This requirement only applies to contractor facilities that are producing product and/or placing food product into finished component packaging. The documentation shall identify the foreign material and all corrective actions taken to render the bulk/ingredient product serviceable, including, but not limited to segregation and removal of portions of the bulk/ingredient product. The GQAR shall determine if the corrective actions taken render the bulk/ingredient product serviceable. If the GQAR agrees that the corrective actions taken render the bulk/ingredient product serviceable, the contractor shall submit a notification, to include the corrective action plan and supporting documentation, to FTR prior to offering

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any related finished product lots for Government inspection.

When the GQAR determines that the actions taken do not render the bulk/ingredient product to be serviceable and an alternate plan for remediation cannot be agreed upon by the GQAR and the contractor, the contractor shall submit a corrective action plan and supporting documentation to FTRC for resolution.

Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP Section XII - Corrective and Preventive Action Program (see 6. Standard Rework Procedure (SRP) below). SRP's shall only be submitted to DLA for foreign material inherent to a specific food product or ingredient. Screws, washers, plastic pieces, bandages, metal fragments, glass, etc., are not inherent to ingredients used in food products and a SRP for these types of foreign material shall not be submitted to DLA for consideration and approval. SRPs submitted to DLA for review and approval shall have a title beginning with "Standard Rework Procedure for...". These SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

All preventive and corrective actions documented by, proposed by, and conducted by the contractor shall conform to the regulations promulgated by the applicable regulatory agency (FDA, USDA-FSIS, USDC). When a contractor is required by regulation to notify a regulatory agency regarding foreign material and/or processed/unprocessed container mix ups, it shall be the responsibility of the contractor to present to the GQAR and to DLA verification of conformance to the applicable agency's regulations.

In all cases, it is recommended that the GQAR be notified as soon as possible if and when incidents involving the finding by the contractor of foreign material in product and/or product ingredients.

- (c) Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority.

The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is presented for Government end-item verification inspection. If the producer fails to provide enough information/ data in the case of a deviation, the GQAR shall contact FTRC for approval to proceed with the Government end-item verification inspection.

- (d) Rework/Post-rework Testing of product that, at any time, tested positive for food borne pathogens, aflatoxin, histamine, methylmercury, is not authorized.
- (i) This prohibition applies to the forementioned compounds and to any food borne pathogen to include but not limited to *Listeria Monocytogenes*, *Salmonella*, and *E. coli*. Unless Contracting Officer decides that circumstances dictate otherwise, APC, SPC, HPC, Total Coliforms, Yeast, and Mold are excluded from this prohibition.
 - (ii) Upon notification of the National Science Laboratory test results and/or USDA-AMS of a potential positive/ positive for *Listeria Monocytogenes*, *Salmonella*, or *E. coli*, the contractor shall commence actions recommended/required, as applicable, by attachment "MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE". Questions regarding completion of the recommended/required actions are to be directed to the responsible office, Food Safety Office (FTW) through FTRC.
 - (iii) Upon the issuance of a microbiological presumptive positive or test failure, the Government reserves the right to suspend Government inspection for sufficient time to allow the DLA Food Safety Officer to determine that the offeror has adequately demonstrated that the food safety risk of products being offered have been satisfactorily remediated.
- (e) These requirements are in addition to applicable Code of Federal Regulations or other regulatory

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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 through the applicable Contracting Officer for the coordination with and the approval of the Specification Preparing Activity (DEVCOM-SC).

3. Container Integrity Defects: All reworks due to and/or involving the presence of critical container integrity defects noted during the producer's end-item inspection of finished product component lots and/or final assembly lots; noted during Government final lot end-item verification inspections; noted during Government or assembler receipt inspections of finished product component lots, or noted when the established action number/ level (as cited in the contractor's QSP) is exceeded during the in-process assembly/subassembly operation must be approved by the applicable Contracting Officer. All containers exhibiting the same or other container integrity defects must be removed during a container rework and noted on the rework paperwork. Reworked lots will be inspected by the contractor and, if offered, inspected by the GQAR using the next larger sample size in the case of tests and exams not assigned an AQL by a specification's sampling plan (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples), and using tightened inspection criteria in the case of tests and exams performed in accordance with a specification's sampling plan citing an AQL. Rework results must be included with other paperwork when the lot is presented for Government end-item verification inspection.

NOTE: A contractor may submit a Standard Rework Procedure for Container Integrity Defects to FTRC for approval and incorporation in the contractor's QSP.

NOTE: Samples to be inspected by USDA to determine if a lot shall be issued a USDA "Certificate of Quality and Condition (Processed Foods)" will be selected by an authorized representative(s) of USDA, i.e., USDA inspector(s) or USDA licensed sampler(s).

4. Second Time Reworks: All second time reworks must be approved by the applicable FTR Contracting Officer. Applicable to combinations of contractor and government end-item and receipt inspection results involving reworks due to exam and or test rejections not due to the presence of critical defects or foodborne pathogens. When determining what constitutes a second time rework, consider the first Government lot rejection to be the initial rejection and its subsequent rework to count as the "first rework". Any second lot rejection, by either the contractor or the Government, rejected for the same examination or test that occasioned the "first rework" shall be cause for asking approval of "second rework". When an inspection examines or tests for the presence of a critical defect, refer to preceding sub-part "**3. Container Integrity Defects.**"

5. Nonconformances Noted During Government Inspection for End-item Compliance: All rework requests submitted for defects noted during Government inspection for end-item compliance, including defects noted during Government receipt inspection at assembly, must be approved by the applicable Contracting Officer.

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 in the case of tests and exams not assigned an AQL by a specification's sampling plan (for example, from 200 samples to 315 for a first verification inspection after rework, from 315 samples to 500 samples for a second verification inspection after rework), and using tightened inspection criteria in the case of exams performed in accordance with a specification's sampling plan citing an AQL. Rework results must be included with other paperwork when the lot is presented for Government end-item verification inspection.

NOTE: A contractor may submit a Standard Rework Procedure (SRP) to FTRC for approval and incorporation in the contractor's QSP.

6. Standard Rework Procedure (SRP): For reworks requiring the Government's approval, the contractor may submit a standard rework procedure, for certain defects, under the contractor's documented QSP section XII -

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Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTSB, FTSC, 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 "Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits".

Reinspection criteria to be used in cases of "1. Insect or Rodent Infestation/Contamination" or "2. Food Safety and Foreign Material" shall be determined on a case by case basis, as USDA-AMS Foreign Material Manual exams and/or other tests or exams may be required before acceptance by the Contracting Officer or before certification by USDA or USDC, provided acceptance is not prohibited by Federal regulations.

Applicable to Section E "Rework of Nonconforming Product Pre or Post Acceptance", item B.4., "Second Time Reworks". After any lot's rejection, whether a contractor rejection or a Government rejection, or rework/screening/corrective action, which occur after the contractor's initial offer of the lot to the Government, if a lot is reinspected for contract quality assurance provisions compliance, it will be both Contractor and Government inspected using the next higher sample size in the case of tests and exams not assigned a sampling plan having an AQL as prescribed by this solicitation/ contract (the next higher sample size sequence being 5, 8, 13, 20, 32, 50, 80, 125, 200, 315, 500, 800, 1250). After any lot's failure or rework, if the lot is reinspected for required end-item compliance tests and exams, it will be both Contractor and Government inspected using tightened inspection criteria in the case of tests and exams performed in accordance with sampling plans having specified AQLs as prescribed by this solicitation/contract.

Applicable to Section E "Rework of Nonconforming Product Pre or Post Acceptance", item B.5., "Nonconformances Noted During Government Inspection for End-item Compliance". After any lot's failure, or rework/screening/corrective action, or similar exercise, if a lot is reinspected for required end-item compliance tests or exams, it will be both Contractor and Government inspected using the next higher sample size in the case of tests and exams not assigned a sampling with an AQL as prescribed by this solicitation/contract (the next higher sample size sequence being 5, 8, 13, 20, 32, 50, 80, 125, 200, 315, 500, 800, 1250). After any lot's failure or rework, if the lot is reinspected for required end-item compliance tests and exams, it will be both Contractor and Government inspected using tightened inspection criteria in the case of tests and exams performed in accordance with sampling plans having specified AQLs as prescribed by this solicitation/contract.

The scope of a reinspection may extend to a total reinspection of a lot for all required tests and exams. When petitioning for a rework approval, the petitioner should be specific in terms of what reinspection tests and exams are necessary to establish by acceptable test and/or exam results, evidence of effective corrective action and lot conformance.

E-4-G-C. Contractor's Quality History:

1. Effectiveness of corrective actions (rework/screen inspections) taken by the contractor prior to Government end-item verification inspection (receipt, in-process and contractor's end-item inspections) will be determined by the results of the end-item verification inspection performed by the GQAR. Corrective actions taken to ensure compliance with the contractual requirements prior to the Government end-item verification inspection will not be counted against the contractor's quality history. If product is found conforming during the Government end-item verification inspection, the corrective action will be determined to have been effective.
2. If product is found nonconforming during the Government end-item verification inspection following contractor corrective action for the same defect (or defect category in case of critical pouch defects) for which the contractor took a corrective action, the corrective action will be determined to have been ineffective. The GQAR shall

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notify FTSB of the specific circumstances involving the corrective action determined to be ineffective. In addition to any action taken, the contractor must reevaluate their documented QSP and/or the implemented corrective and preventive action program by an internal audit and results must be submitted to FTSB (Quality Systems Auditors). All corrective actions (rework/screening inspections, etc.) taken by the contractor due to a Government end-item verification inspection rejection will be documented in the contractor's quality history records.

E-4-H. Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits

NOTE: Requests for waiver of the 180 day age limit for inclusion of a component lot in a final assembly lots are to be completed as per this sub-section.

- (A.) When the requirements cited in the section of this solicitation entitled "Rework Of Nonconforming Product Pre or Post Acceptance" require that a written request for deviation, waiver, rework, or reinspection must be furnished, as appropriate, to the Contracting Officer and cognizant Government QAR, that request shall at a minimum address the topics enumerated in the Section E attachment titled "Attachment 1 - REWORK, WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL, EXTENSION TEMPLATE" 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.
- (B.) When a valid technical reason for reinspection is offered and permission is granted by the Contracting Officer, *the contractor shall take corrective action to eliminate the cause of the inspection revealed failure*; reinspect the nonreworked lot after taking the corrective action, and evaluate the results of the initial inspection and the reinspection by means of recognized statistical methods.
1. If the statistical tests reveal no significant difference between the results of the two inspections, acceptability will be based on reinspection results. A significant difference is one that is real and not due to chance variation. Statistically, a difference which has a 0.05 probability of occurring by chance alone is usually considered a significant difference.
 2. If such statistical tests reveal no significant difference between the results of the two inspections, both results will be reported to the Contracting Officer.
 - A. The results of the two inspections will be averaged and acceptability will be based on whether the resulting average meets the requirement, when the requirement is an average (variable) requirement.
 - B. The results of the initial (original) inspection will be the basis for the acceptability decision when the requirement is a unit (attribute) requirement.

E-4-I. Inspection Optimization Allowances

NOTE: Government verification inspection procedures are not changed by these inspection optimization allowances.

1. Traceability

Applicable to Section E part E-2-H. Traceability Requirements and Examination of this solicitation/contract:

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, Packaging examination, Assembled meal bag examination, of the applicable version of the Assembly Requirements (ACR). In lieu of performing the traceability examination as stated in the immediately preceding paragraph, the contractor traceability examination may be accomplished by a two-step process:

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

- a) The lot traceability examination for menu components: while performing the in-process Meal Bag examination for defects listed in the ACR's Assembled meal bag examination, Assembled meal bag defects table of defects, all components and component lots for that particular Menu bag production lot, for a minimum of 10 Menu Bags per lot, will be recorded.
- b) The lot traceability examination of menus in the Final Case Assembly lot will be performed as a part of the in process checks during assembly by documenting the Menu number and Menu Bag lot Numbers pulled from the cases prior to being sealed for a minimum of 20 Cases/Assembly lot (for MRE, use 10 A cases and 10 B cases).

2. Residual Gas

Applicable to Section E, sub-part E-3-B-1, QUALITY ASSURANCE PROVISIONS (PACKAGING AND PACKING MATERIALS), A. Packaging, (1) Performance characteristics testing of this solicitation/contract:

- a) In lieu of an end-item test of filled and sealed thermoprocessed, high-pressure processed or hot-fill processed pouches for characteristic "residual gas volume", the contractor may submit a certificate of compliance based on in-process, post-retort inspection results as evidence that each lot conforms with the requirements of the specification, under the condition that inspection level of post process pouches equals or exceeds the inspection levels as outlined in this section for end-item exam.
- b) Any corrective actions taken by the contractor in response to contractor findings shall be taken in accordance to the approved QSP for these defects noted during the in-process exam of post-process operational rations pouches. A COC shall be provided with the thermoprocessed, high-pressure processed, or hot fill processed pouches lot submittal that certifies the in-process data of the thermoprocessed, high-pressure processed, or hot-fill processed pouches lot has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request.

3. Internal Pressure

Applicable to Section E, sub-part E-3-B-1, QUALITY ASSURANCE PROVISIONS (PACKAGING AND PACKING MATERIALS), A. Packaging, (1) Performance characteristics testing of this solicitation/contract:

- a) In lieu of an end-item test of filled and sealed thermoprocessed, high-pressure processed or hot-fill processed pouches for characteristic "internal pressure", the contractor may submit a certificate of compliance based on postprocess in-process inspection results as evidence that each lot conforms with the requirements of the specification, under the condition that inspection level of post process pouches equals or exceeds the inspection levels as outlined in this section for end-item exam.
- b) Any corrective actions taken by the contractor in response to contractor findings shall be taken in accordance to the approved QSP for these defects noted during the in-process exam of post-process operational rations pouches. A COC shall be provided with the thermoprocessed, high-pressure processed, or hot fill processed pouches lot submittal that certifies the in-process data of the thermoprocessed, high-pressure processed, or hot-fill processed pouches lot has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request.

4. Assembly Contract Requirements (ACR), Assembled Meal Bag Examination

In lieu of an end-item examination of assembled meal bags for defects listed the ACR's Assembled meal bag examination, Assembled meal bag defects table of defects, the contractor may submit a certificate of compliance based on in-process inspection results as evidence of conformance of each sub assembled operational ration menu lot that is used in the Meal Bag Assembled Lot. The inspection level of the sub assembled operational ration menu bags shall equal or exceed the inspection levels specified. Corrective actions taken by the contractor in response to contractor findings shall be taken in accordance with the documented and approved Quality System plan for defects

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noted during in-process examination of sub assembled individual operations rations menus. A COC, as evidence of conformance, shall be provided with the Assembled Case lot submittal that certifies that the in-process data of the sub assembled operational ration menus has been reviewed and meets the requirements of the contract. The in-process data shall be made available upon request to the GQAR.

5. Assembly Contract Requirements (ACR), Meal Bag Closure

In lieu of an end-item examination of seal testing, as specified in the ACR's 'Meal bag closure' requirement of ACR 'Methods of inspection', 'Seal testing', the contractor may submit a certificate of compliance based on in-process SPC inspection results as evidence of seal strength conformance of the closure seal under the condition that the number of meal bag closure seals tested equals or exceeds the required number of closure seals tested under the inspection level outlined in the ACR's 'Meal bag closure' requirement of ACR 'Methods of inspection', 'Seal testing'. Corrective actions taken by the contractor in response to contractor findings shall be taken in accordance with the documented and approved Quality System plan for defects noted during in-process examination of sub assembled individual operational rations menus. A COC shall be provided with the Assembled Case lot submittal that certifies the in-process data of sub assembled FSR menus has been reviewed and meets the requirements of the contract. The in-process data shall be made available upon request to the GQAR.

6. PCR-G-0003, Granola, Packaged In A Flexible Pouch, Shelf Stable

- (A.) The contractor/subcontractor may compute nutritional value based on the nutritional values of each component and the average fill weight of each component in the pouch and perform a nutritional validation test(s) on samples taken from multiple lots on an annual basis or whenever the calculated nutritional value of the end product changes and submit this information on a CoA with the finished product to the Government Inspection Agency.
- (B.) The contractor may use in-process data for the quality items listed below to certify that the finished product meets end-item requirements in lieu of performing an end-item examination. This option shall apply only if the following conditions are met: 1) the sample sizes used for in-process inspections meet or exceed the sample sizes required for the pertinent inspection levels of the end-item examinations, 2) the pertinent acceptable quality level limits have been met. Government verification inspection procedures will not be amended.
- (1) The net weight and blueberry fill weight.
 - (2) The seal strength of the pouch closure seal
 - (3) The filled and sealed pouch exam
 - (4) The shipping container exam
- (C.) Any corrective actions taken by the contractor in response to contractor findings shall be taken in accordance with the approved QSP for the defects noted during the in-process exam of the Granola with Milk product.^{2/} A COC shall be provided with the lot submittal that certifies the in-process data of the Granola with Milk product has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request.

^{2/} Corrective actions due to foreign material findings shall be administered in accordance with the requirements in section E-4-G-B.2. of the solicitation/contract.

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

surface characteristics, procedures requiring re-canning/re-cooking of the product, thawing and refreezing.

E-5. Provisions**9003 Measuring and Test Equipment (JAN 2014)**

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

9013 Contractor and Government Samples at Origin (SEP 2007)

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

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

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

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

9023 General Inspection Requirements (AUG 2017)**(a) Inspection.**

- (1) The Contractor shall employ the services of the United States Department of Agriculture (USDA), Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish in process 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.

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- (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 ensure 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.
- (7) 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.
- (8) USDA and USDC certificates. Procedures for preparation and distribution of certificates shall be in accordance with the regulations, file codes, instructional manuals, etc., of the respective inspection agency.

9024 Alternative Inspection Requirements for Selected Items (APR 2022)

Physical, microbiological, and analytical tests not eligible for the application of this provision include, but are not limited to, those tests used to identify critical package integrity defects (internal pressure), any pH, water activity, oxygen content tests of food safety concern (identified as critical control point in producer's HACCP or HARPC), and tests for histamine, methylmercury, aflatoxin, *Listeria monocytogenes*, *Salmonella*, and *Escherichia coli*.

(a) Optional Contractor Testing.

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. On a product-by-product, test-by-test basis, the designated Government inspector will select random samples of each lot of end-items or component material for verification testing until such Contractor test procedures, tests, and test results, on a product-by-product, test-by-test basis, are determined reliable in accordance with paragraph (e) 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) End-item and Component Material Inspection Requirement.^{3/}

All operational rations contractors/subcontractors performing under the Higher Level Contract Quality Requirements are required to perform or have performed by their suppliers, contractually required component material and/or end-item test inspections in accordance with the contract and its technical specifications and technical requirements documents containing contractually required quality assurance provisions, unless in-process inspection results are authorized by the Contracting Officer for use as a substitute for contractor/subcontractor end-item verification inspection.

3/ As used in the remainder of this provision, the term “end-item” is used as an abbreviation for “end-item and/or component material”, and incorporates those requirements, procedures, and tests applicable to both the end-item requirements and component material requirements of the product's to be offered for Government verification

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

inspection.

(c) Product-tests eligible for government skip-lot verification testing:

Government skip-lot verification testing shall be applied on a product-by-product and a test-by-test (product-test) combined basis. Each product eligible for government skip-lot verification testing is identifiable by its unique NSN. The specific product characteristics and packaging characteristics to be tested for each product eligible for the Government skip-lot verification testing program are defined by contract's technical data requirements for each individual product required to be tested. For each specific product, all product characteristics tests and packaging characteristics tests required to be performed on a product as a part of this Government skip-lot end-item verification test program shall be performed in accordance with the requirements, procedures and tests required for the subject product undergoing testing.

Examples of product characteristic tests include, but are not limited to, fat, pH, water activity, sodium, moisture, SPC, yeast, mold, viscosity, emulsion stability, etc.. Examples of packaging characteristics tests include, but are not limited to, interlocking closure seal, closure seal, internal pressure, residual gas, etc.. See the first paragraph of this provision for a synopsis of those physical, microbiological, and analytical tests not eligible for the application of this provision.

Note: the Contracting Officer may interrupt, discontinue, or disqualify a contractor/subcontractor from Government skip-lot verification testing, in part or in its entirety, if she/he determines that skip-lot testing is not in the best interest of the Government.

(d) Compliance of Product.

Acceptance of material as complying with required product and packaging characteristics shall be based on the Contractor's test results; provided that Government verification indicates that Contractor test results are free of irregularities and are determined, in accordance with paragraph (e) of this clause, to be reliable as to each of the required characteristics. If the Contractor's test results are 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 (requirements, procedures, and tests), the designated Government inspector may withhold approval of affected products until Government test results indicate products conform to contract requirements. For Operational Rations component items (ex: FSR, MCW, MORE, MRE component 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.

(e) Reliability and Qualification Conditions

- (1) The reliability of **Contractor test results will be determined on a product-by-product test-by-test (product-test) basis. Once determined to be reliable, as long as the contractor's test results are determined to be conforming** and Government end-item verification test results are determined to be conforming, the contractor's procedures, tests, and results measuring the conformance of specific product/packaging characteristics shall be considered to be reliable.
- (2) Unless the government agency having jurisdiction has inspected the item produced at the contractor's plant within the previous 120 days and determined the item to be reliable^{4/}, and unless otherwise specified in this contract, for each different type of end-item presented for inspection, in order to initially qualify a product-test combination for Government skip-lot verification testing, the inspector will select, for verification testing, random samples of the first five end-item lots offered. If the results of the five verification tests indicate conformance for that specific product and that specific test, the Government Quality Assurance Representative may initiate skip-lot end-item verification testing for that specific product and that specific test. (As long as the test As long as the Government's test results are conforming, Contractor testing for a specific product and a specific test is considered reliable, and the Government inspector will sample product for verification testing on

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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.)

4/ The difference between the DOP of the lot for which the first Government skip-lot verification test is conducted and the DOP of the lot for which the succeeding Government verification test is conducted shall not exceed 120 days. For a finished product lot packaged on February 29, 2024 (4060), the DOP of a finished product lot packaged 120 days from February 29, 2024 would not exceed June 28, 2024 (4180). If the DOP of the product used in conducting the second Government verification test were June 29, 2024 or beyond, qualification for Government end-item skip-lot verification testing of the subject product would be required. Determine a product's eligibility in accordance with the product's individual rations NSN rather than in accordance with the individual rations contract for which the product is destined for inclusion.

- (3) **Contractor test procedures, tests, and test results, by specific product and by specific test, shall be considered unreliable when the Government verification test results indicate product nonconformance to contract requirements.** When a Contractor's specific procedures and tests for a specific product are determined to be unreliable, compliance testing will revert to the Government, and all items shall be inspected by the Government prior to shipment.
- (4) Once a Contractor test procedures and tests for measuring a specific product's characteristic has been determined to be unreliable, and Government skip-lot verification testing is interrupted for a specific product and a specific test, compliance testing will revert to the Government for that specific product and that specific test until such time as the affected product and test requalify for Government skip-lot verification testing.
- (5) **Requalification.** For each different type of affected end-item presented for inspection, in order to re-qualify a specific product-test combination for Government skip-lot verification testing, the inspector will select, for verification testing, random samples of the first five consecutive end-item lots offered subsequent to Government skip-lot interruption. If the results of the five tests indicate conformance for that specific product and that specific test, the Government GQAR may initiate Government skip-lot verification testing for that specific product and that specific test. As long as the contractor's test results for that specific product-test combination is determined to be reliable, the government inspector will sample product for 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.)

NOTE: If, during the requalification process, the Government verification result for a specific product-test combination indicates nonconformance to contract requirements, the requalification process shall be initiated again.

NOTE: For any product-test combination subject to requalification, only the five-consecutive tests requalification process (see paragraph (e)(4) above) is permitted as a method to requalify a specific product-test combination regardless of the any changes to contractor's procedures or test methods.

(f) **Remediated Lots.**

In the event of a contractor test failure, the methods of remediation available per the "General Inspection Requirements, Methods of Remediation, and Prohibitions" are available for use by the contractor. Except in the case of a request for a waiver, the contractor is not required to request permission to exercise remediation. However, if and

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when the lot is subsequently offered to the Government, a record of the test history of the lot shall be included in the contractor's submittal package^{5/} and the lot, in addition to any other tests scheduled for Government verification testing, shall be tested for the product/packaging characteristic having previously caused the contractor test failure(s). Except in the case of a lot waived for a test(s) failure or in the case of a Government verification test failure, the fact that a remediated lot previously failed for a test(s) shall not be cause for the GQAR to record such a lot as a failed lot and shall not serve as cause to interrupt Government skip-lot verification testing. Remediated lots failing Government verification inspection, however, shall interrupt skip-lot inspection for any test failure. Lots initially failing contractor testing, remediated, and subsequently offered for Government verification inspection shall not be included towards accumulating the number of consecutively tested and accepted lots necessary to qualify or re-qualify for Government skip-lot testing^{5/}.

5/ Not applicable if contractor produced and inspected a new lot as method of remediation.

(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. When requested by DLA Troop Support, the inspector will forward one completed copy to DLA Troop Support FTSC.
- (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, when requested by DLA Troop Support, will provide copies of the test results directly to DLA Troop Support FTSC. 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 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.

(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)

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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, upon request, forward one (1) copy to DLA Troop Support FTSC.)

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)

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Distribution:

(Original and one (1) copy to Government inspector, who will, upon request, forward one (1) copy to DLA Troop Support FTSC.)

9025 Reinspection of Nonconforming Supplies (NOV 2011)

- (a) When origin inspection is performed by the U.S. Department of Agriculture (USDA) or U.S. Department of Commerce (USDC) and supplies are found to be nonconforming at origin, the Contractor may request USDA/USDC reinspection/formal review in accordance with the regulations of the respective agency. In such instances, the next larger available sample size will be used. The decision of the USDA/USDC representative as to conformance or nonconformance shall be final. It will be within the discretion of USDA/USDC whether to assess reinspection costs against the Contractor.
- (b) When origin inspection is performed by the USDA or USDC and supplies are found to be nonconforming at destination, the Contractor may petition the Contracting Officer to obtain permission for a single reinspection, provided such petition provides valid technical reasons to believe the destination inspection findings were erroneous. The reinspection shall be performed in accordance with the original destination inspection criteria unless otherwise specified by the Contracting Officer.
- (1) Reinspection of nonconforming supplies for grading factors, suspicion of fraud or substitution shall be conducted by the applicable origin inspection agency (USDA for meats and poultry, or USDC for water foods). All costs associated with USDA/USDC reinspection shall be borne by the Contractor; unless the reinspection results establish compliance with contractual requirements, in which case costs shall be borne by the Government.
- (2) Reinspection for all other criteria shall be accomplished by the Military Medical/Veterinary Services, as coordinated by the Contracting Officer with the applicable Military Medical/Veterinary Service Headquarters. The Military Medical/Veterinary Service Headquarters will designate the activity assigned to perform the reinspection and advise the Contracting Officer and the designated activity of the reinspection schedule. Reinspection shall be performed by personnel other than those involved in the original destination inspection. Reinspection costs shall be borne by the Contractor when reinspection results substantiate the nonconformance. The Government shall bear the costs of reinspection if the products are determined to be in compliance with contractual requirements.
- (c) When inspection by the USDA or USDC is not a contract requirement and supplies are found nonconforming at destination, the Contractor may petition the Contracting Officer one time only to obtain permission for a single reinspection, provided such petition provides valid technical reasons to believe the original inspection findings were erroneous. If the Contracting Officer authorizes a reinspection, the reinspection results shall be final if they differ from the original inspection to such a statistically significant degree that error in the original results is probable. Otherwise, the original inspection results shall prevail. The 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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**9039 Removal of Government Identification from Non-Accepted Supplies (NOV 2011)**

- (a) The Contractor shall remove or obliterate from a rejected end-item and its packing and packaging, any marking, symbol, or other representation that the end-item or any part of it has been produced or manufactured for the United States Government.

Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

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

9044 Sanitary Conditions (JUL 2021)

- (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 Center (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) available at: <https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>. Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.
- (2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.
- (i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat, Poultry and Egg Inspection Directory", published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), (available at: <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 USDA, Agriculture Marketing Service (AMS) interactive resource “Meat, Poultry and Shell Egg Plants”, located at: https://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp.
 - (iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published electronically by the USDA FSIS (available at: <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>). 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 in the “U. S. Department of Commerce, Approved Establishments”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: <https://www.fisheries.noaa.gov/resource/document/us-department-commerce-approved-establishments>). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.
 - (vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA). (available at: <https://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 USDHHS, FDA (available at: <https://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: <https://apps.ams.usda.gov/dairy/ApprovedPlantList/>) 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 U.S. Food and Drug Administration, (available at: <https://www.fda.gov/food/federalstate-food-programs/interstate-certified-shellfish-shippers-list>).
- (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 the publication from web site: (<https://armypubs.army.mil/>). For the most current listing of exempt

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

plants/products, see the Worldwide Directory (available at: <https://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.

9100 Outside Continental United States (OCONUS) Shipment Requirements (MAR 2022)

Be advised that customs requirements for other countries may be required due to logistical routing of shipments overseas.

The Contractor is responsible for all export and import documentation required to ship operational rations (FSR, MCW, MRE, MORE, GPS, as applicable) through ports to the country of destination, including, HEALTH CERTIFICATES.

NOTE 1: Offerors are advised to acquire specific country requirements through the USDA Export website, <https://www.fsis.usda.gov/wps/portal/fsis/topics/international-affairs>. Contractors must ensure that suppliers of meat, poultry and egg products are included on the list of eligible U.S. Establishments for export and OCONUS Certification is obtained for each country that the operational rations containers will arrive at or travel through the shipping process. Contractors may access the list of Eligible U.S. Establishments at the website, <https://www.fsis.usda.gov/wps/portal/fsis/topics/international-affairs>.

NOTE 2: It is the offeror's responsibility to contact the local USDA FSIS Area Office to arrange for and obtain proper certification signed by the responsible USDA FSIS Official.

NOTE 3: Offerors are advised that all certificates must be original certificates with original signatures.

A. Meat, poultry, and uncooked egg items designated for export from the United States must be certified by the U. S. Department of Agriculture (USDA) in accordance with applicable USDA Food Safety Inspection Service Directives and Notices. Products delivered to Port of Embarkation without the required and properly executed certificate(s) will be rejected. Accordingly, the Contractor shall furnish the proper USDA certificates including, but not limited to the following:

FSIS Forms:

9060-5 - For All Shipments for Export

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

9220-4 - For Shipments of Meat and Meat Products to Germany

9220-1 - For Shipments of Poultry and Poultry Products to Germany

9180-1 - For All Shipments of Meat and Meat Products to EEC (European Economic Community) Member Nations

9180-2 - EEC Public Health Certificate

PY200 - Egg Products Inspection and Grading Certificate

9305-2B - Certificate for Export of Heat Treated Poultry Meat and Poultry Meat Products to the Republic of Korea (ROK)

B. These certificates should bear a "Consigned to" address as follows: U. S. MILITARY FORCES or U. S. ARMED FORCES

C. All costs associated with issuance of the required certificate(s) shall be reimbursed by the Government.

D. The Contractor will distribute the required certificate(s) at Contractor's expense as follows:

- (1) One (1) copy shall be placed inside the van together with other required documents, and attached conspicuously to one or more of the packages visible immediately upon opening the van.
- (2) One (1) copy, along with other shipping documents shall be placed in a waterproof, plastic document packet, and sealed with moisture resistant tape. The packet shall be securely affixed to a protective area outside the van on the rod above the left door handle.
- (3) One (1) copy, in an envelope conspicuously marked: "Contains Health Certificates", shall be mailed via Express Mail - International Service, at time of shipment to the Overseas Port of Debarkation (POD).

9045 Federal Food, Drug and Cosmetic Act-Wholesale Meat Act (AUG 2008)

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

- (1) Shipped in interstate commerce,
- (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations promulgated there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(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, and storage costs expended therefore; provided, that if the are seized under either Act or regulations promulgated there under, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled "Disputes".

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

9046 Food and Drug Administration (FDA) Compliance (NOV 2011)

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

9049 Storage of Semiperishable Components for Operational Rations (FSR, MCW, MORE, and MRE) (MAR 2022)

Components will be stored in such a manner as to protect them from damage due to temperature or humidity changes. Forced ventilation will be provided where it becomes necessary to protect stored components from high temperature or humidity. Candy components (excluding Type V, Class 1, high unfilled candies) and vacuum packaged cookies and brownies shall be stored in the following manner prior to assembly:

- (1) If held in storage more than one but less than four months prior to assembly, they shall not be stored at a temperature higher than 60 degrees F.
- (2) If held in storage five to six months prior to assembly, they shall not be stored at a temperature higher than 55 degrees F.
- (3) If held in storage greater than six months prior to assembly, special temperature requirements will be established on a case-by-case basis; contractor will contact the Contracting Officer 60 days in advance to establish these requirements.
- (4) If removed from storage in a frozen condition, they shall not be exposed to high temperatures and/or humidity without first being held for approximately 24 hours at approximately 70 degrees F. and 55% humidity.
- (5) Contractor shall comply with provisions of the integrated pest management (IPM) programs requirements for operation rations. Contractor shall be solely responsible for the proper care and storage of RNC. DLA Troop Support may be contacted for assistance concerning individual components storage problems or concerns regarding proper method.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**E-6. FAR Clauses****52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

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

Title	Number	Date	Tailoring
X_.Quality Management Requirements Standard	ANSI/ISO/ASQ Q9001	2015	Note 1 ___.

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

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

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

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

E-7. INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

(a) The following is applicable to this acquisition:

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

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

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

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

Plant: _____

Street: _____

City/State/Zip: _____

ATTACHMENTS:

ATTACHMENT 1 REWORK, WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL, EXTENSION TEMPLATE

ATTACHMENT 2 SUBSTITUTION REQUEST TEMPLATE

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

ATTACHMENT 3 MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE

ATTACHMENT 4 MCW PRIMARY, SECONDARY, ANCILLARY COMPONENT CLASSIFICATION

ATTACHMENT 5 BULK PACKED COMPONENT ITEM QUALIFICATION REQUIREMENTS

ATTACHMENT 6 REQUEST FOR EARLY GOVERNMENT INSPECTION

ATTACHMENT 7 MODIFICATIONS TO PCR-B-055 and PKG&QAP A-A-20098

The above attachments may be downloaded from website:

<https://www.dla.mil/TroopSupport/Subsistence/Operationalrations/mcw/>

ATTACHMENT 1

REWORK, WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL, EXTENSION TEMPLATE

USE COMPANY LETTERHEAD FOR REQUEST DATE: _____

Subject: (state type of request) request for (include the name of the product and lot number) (If requesting a waiver and a rework, submit requests separately)

01 Type of Request: Waiver Notification Re-inspection Rework

02 Nature of Request: _____

03 Approval Required from DLA: Yes No

04 Contractor Name/Address: _____

05 Contract Number: _____

06 Product Name: _____

07 National Stock Number: _____

08 Batch Number (s) (If Applicable): _____

09 Lot Number (s): _____

10 Sublot (s) (If Applicable): _____

11 Process Category (ex. Work-in-progress/End-Item): _____

12.a Quantities: Pouches _____ Pouches/Case _____ Cases _____ Cases/Pallet _____ Pallets _____

12.b Pouch integrity waivers/reworks: Manufacturing lines & equipment: Fill & seal machine(s) _____ Fill & seal line(s) _____

12.c Other waivers/reworks: (Provide specific details regarding the manufacturing lines when the issue is being attributed to a particular line, batch, time, etc.) _____

13 PCR/CID/QAP Number (Spec): _____

14 Sample Size; Defect; Accept/Reject: _____

15 Defect Classification: Critical Major Minor NA

16 Inspection Failure (Summary of non-conformances): _____

17 Failure Identified: Processing Packaging End-Item 18 Inspector: In-plant USDA

19 Date of Incident: _____

20.a. Attachments (Provide in-house and USDA worksheets): _____

20.b. Attachments (Provide in process worksheets): _____

21 **Root Cause of nonconformance or deviation** (Describe using a short, detailed paragraph or expand as necessary): Note: The citation of the number of nonconformances exceeding an end-item inspections acceptance number is not the identification of the root cause(s) of a nonconformance. _____22 **Corrective Action** (Describe using a short, detailed paragraph or expand as necessary): _____

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

23 **Preventive Action** (Describe using a short, detailed paragraph or expand as necessary): Note: (Within the 30 day time limit to submit a rework, identify in your request if preventive actions were deemed necessary, and if so what preventive actions have been implemented) _____

24 Occurrence (Has this occurred before/when): _____

25 Was this lot previously reworked? If so, was it a full or partial rework? _____

26 Estimated Cost: _____

27 Effect on Delivery: _____

28 Justification for request: _____

Thank you, Point of Contact Info with phone number and email address

ATTACHMENT 2

SUBSTITUTION REQUEST TEMPLATE

SUBSTITUTION REQUEST TEMPLATE

USE COMPANY LETTERHEAD FOR REQUEST DATE: _____

Subject: Substitution request for [COMPONENT NAME]

01 New Substitution Request: Extension of Previous Request: (Provide a copy of original approval letter)

02 Ration Type (MRE, FSR, MCW, etc.): _____

03 Component for Which Substitution Is Required: _____

04 Provide Detailed Information to Justify the Request (Sufficient to support an Engineering Support Case):

05 Substitution Quantity Required: _____

06 Time Period for Substitution: _____

07 Which Menu Number(s) Will the Substitution Be Used In? _____

08 Number of Affected Menus: _____

09 Number of Affected Cases: _____

10 Proposed Substitution(s): _____

Note 1: Provide nutritional information (preferably a copy of the Nutrition Facts label from the package) for the component that the substitution is required for as well as any proposed substitution. At a minimum, calories, fat, protein, carbohydrates, and sodium information is required) Thank you, Point of Contact Info with phone number and email address

ATTACHMENT 3

MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE

PART A - These are RECOMMENDED actions following notification of any laboratory microbiological test

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**result other than a fully conforming microbiological test result.**

1. Now is the time to review your operations and gather data. The following actions are recommended when nonconforming microbiological test results are detected or a presumptive positive test result for Salmonella, Escherichia coli (E. coli), or other identified pathogens has been issued by the USDA National Science Laboratory performing the test.
2. Identify, segregate, and place suspect lot on medical hold.
3. Identify all ingredients used in suspect lot by manufacturer and lot number.
4. Identify all other products/lots with ingredients in common to the suspect lot. If other products/lots were produced with any of the same ingredients (manufacturer and lot number) as the suspect lot, locate, segregate, and place those lots on medical hold.
5. Do not produce any further products/lots with the same ingredients (manufacturer and lot number) as the suspected lot, place these ingredients on medical hold.
6. If currently producing with the same ingredients (manufacturer and lot number) as the suspected lot, ensure the product is identified, segregated, and placed on medical hold.

Steps 2-6 are to ensure that suspect product and/or common ingredients from suspected lot do not enter the supply chain. Recommend a spreadsheet be developed listing end products by lots against ingredients by lots.

7. Identify all lots produced after the suspect lot for which the same equipment was used in blending, processing, and/or packaging.
8. Identify when involved equipment was wet washed and sanitized prior to and after the production of the suspect lot.
9. Review all production, maintenance, sanitation, and QA records for the day before and the day of suspect lot production.
10. Review visitor logs for the day before and day of production.
11. Review employee records for the day before and the day of production.
12. Review facility environmental conditions (e.g., temporary standing water due to heavy rains; broken windows or doors; storage areas, etc.) for the day before and day of production.

Steps 7-12 are to determine if something happened the day of production or the day prior that may have lead to contamination of the product or its ingredients.

13. Consider conducting a full sanitation cycle (for example, wet wash and sanitize equipment/line) on the line the suspect lot was produced on. Also consider a full sanitation cycle on any other line that common ingredients (manufacturer and lot number) to the suspect lot were used in.
14. Determine relationships between the suspect lot all other products with respect to: a) equipment/environment; b) personnel; and c) ingredients.
15. Review collected data for completeness and await results of confirmation testing; you are now prepared should the presumptive be confirmed as an actual positive. In your review if you identify a probable/possible source of contamination you should take immediate corrective action and notify the government.
16. The government may require additional inspection/review prior to certification of products offered during the interim period between notification of presumptive positive and the results of the confirmation test. To include, but

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

not limited, to certification/verification that the offered lot has no relationship (equipment/environment; personnel; ingredients) to the presumptive lot.

17. Review the collected data from recent environmental sampling to help identify a probable/possible source of contamination.

PART B - These are REQUIRED ACTIONS following notification of CONFIRMED POSITIVE laboratory analysis for Salmonella, Listeria monocytogenes, Escherichia coli (E. coli) or other identified pathogenic bacteria strains such as E. coli O157:H7, which can produce a Shiga-like toxin.

18. Ensure you have performed steps 1 through 17 above.

19. Develop a detailed report with the above gathered information. It is the responsibility of the contractor to provide the government a detailed report indicating the probable/possible source of contamination, relationships between the suspect lot and all other government products, and a corrective action plan to prevent recurrence.

20. Once the government has a full detailed report from the contractor the government will determine what further action(s) is/are required to ensure offered products meet government requirements.

21. Further actions may include, but are not limited to, increased auditing by the U.S. Army Public Health Center, additional product testing, tightened inspection requirements that could include increased sample sizes and modified testing procedures, additional testing of other lots/products, testing of raw ingredients, performing additional environmental sampling in production areas associated with the microbiological failure, submission of manufacturers certificates, or condemnation.

22. Any product lot found nonconforming due to microbiological testing will NOT be accepted by the government under any condition. Retesting or reworking confirmed positive lots is not authorized.

ATTACHMENT 4

MCW PRIMARY, SECONDARY, ANCILLARY COMPONENT CLASSIFICATION

PRIMARY COMPONENTS

Entrees

Adobo Rice And Chicken, Mexican Style; 8940-01-701-7687

Beef Stew; 8940-01-467-2217

Beef Stroganoff With Noodles; 8940-01-467-1894

Breakfast Skillet (Shredded Potatoes And Scrambled Eggs Mixed With Meat Or Poultry Sausage, Peppers And Onions), 8940-01-613-1418

Chicken Fajita Bowl (Chicken With Rice, Black Beans, And Vegetables In A Fajita Sauce); 8940-01-701-7694

Chicken And Biscuit Dumplings With Vegetables; 8940-01-701-7692

Chicken And Rice; 8940-01-570-2324

Chili And Macaroni With Beef; 8940-01-564-6101

Homestyle Chicken Noodle Casserole; 8940-01-701-7696

Scrambled Eggs With Uncured Bacon; 8940-01-386-4061

Spaghetti With Meat Sauce; 8940-01-467-2222

Western Style Scrambled Eggs With Uncured Ham, Cheese, Peppers And Onions; 8940-01-571-0178

Starches And Soups

Cereal, Rolled Oats, Instant, Regular, Maple And Brown Sugar; 8920-01-509-3847

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Cereal, Rolled Oats, Instant, Regular, Strawberries And Cream; 8920-01-509-3865
Cornbread; 8920-01-567-8725
Granola, With Milk & Blueberries; 8920-01-556-1172
Soup, Noodle, Ramen, Instant, Fried Noodle Cup/Bowl, Chicken, Reduced Sodium; 8935-01-613-1353
Tortillas, Plain; 8920-01-525-3622

Deserts And Snacks

Candy, Pan Coated Milk Chocolate Disks; 8925-01-008-0960
Candy, Pan Coated, Oval/Round, Milk Chocolate With Peanuts; 8925-01-512-7627
Cheese Spread, Fortified, Plain, Cheddar; 8940-00-149-1059
Cheese Spread, Fortified, Cheddar, With Jalapeno Peppers; 8940-01-414-6122
Cinnamon Bun; 8920-01-578-9089
Cookies, Sugar, Patriotic; 8920-01-556-9408
Corn Kernels, Plain; 8940-01-578-8895
Crackers, Fortified, Plain; 8920-00-149-0795
Crackers, Fortified, Veg; 8920-01-450-1921
Dessert Bar, Mocha; 8940-01-545-1786
Dessert Bar, Peanut Butter; 8940-01-545-1787
Dessert Bar, Chocolate Banana Nut; 8940-01-545-1789
First Strike Bar, Chocolate, Regular; 8940-01-551-6059
First Strike Bar, Cran-Raspberry, Regular; 8940-01-551-6066
Muffin Top, Maple, *Trans*-Fat Free; 8920-01-579-3687
Nuts And Raisins With Pan Coated Chocolate Disks; 8940-01-523-0786
Peanut Spread, Smooth, Chocolate, Regular, Stabilized, Fortified, Salted, Conventional; 8930-01-527-8226
Pound Cake, Marble, *Trans*-Fat Free; 8920-01-545-1391
Pound Cake, Vanilla, *Trans* Fat Free; 8920-01-348-4694
Filled Pretzels, Cheddar Cheese; 8940-01-479-1850

Beverages

Chocolate Protein Drink Powder; 8960-01-582-6624

SECONDARY COMPONENTS**Deserts And Snacks**

Almonds, Unblanched, Smoke Flavored; 8925-01-525-3597
Cranberries, Osmotically Dried, Sliced; 8915-01-514-9298
Raisins, Osmotically Dried; 8915-01-525-3543
Toaster Pastries, Chocolate Chip, Swirled and/or Drizzled Frosting; 8920-01-553-3111

Beverages

Beverage Powder, Carbohydrate, Grape, Fortified w/ Ascorbic Acid and Enhanced w/ Maltodextrin, Formula a;
8940-01-701-8158
Beverage Powder, Carbohydrate, Lemon-Lime, Fortified w/ Ascorbic Acid and Enhanced w/ Maltodextrin, Formula
a; 8960-01-523-6346
Beverage Powder, Carbohydrate, Orange, Fortified w/ Ascorbic Acid and Enhanced w/ Maltodextrin, Formula a;
8960-01-523-6344
Beverage Powder, Carbohydrate, Tropical Punch, Fortified w/ Ascorbic Acid and Enhanced w/ Maltodextrin,
Formula a; 8960-01-523-6348
Cocoa Beverage Powder, Sugar Sweetened, w/o Marshmallows, Milk Chocolate; 8960-00-170-8446

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Flavored Instant Cappuccino, Regular, Irish Cream; 8955-01-556-0077

ANCILLARY COMPONENTS**Beverages**

Beverage Base, Sweetened w/ Non-Nutritive Sweetener, Orange, Fortified w/ Ascorbic Acid and Calcium; 8960-01-584-8726

Accessory Packet Components

Chewing Gum, Tablet, Sugar-Free, Peppermint; 8925-01-523- 4997

Chewing Gum, Tablet, Sugar-Free, Cinnamon; 8925-00-680-0708

Coffee, Spray Dried, Agglomerated or Freeze Dried; 8955-01-304-3619

Creamer, Non-Dairy, Dry, Regular; 8940-00-782-3161

Hot Sauce, Extra Hot, 4X; 8950-01-578-9037

ATTACHMENT 5

BULK PACKED COMPONENT ITEM QUALIFICATION REQUIREMENTS

Component item characteristics required to be met by a bulk food supplier to qualify for the E-1-A, Higher Level Contract Quality Requirements (HLCQR) exemptions, which would not qualify for either the “Accessory package components” or the “Condiments (even if packaged in laminated barrier pouches)” HLCQR exemptions are specified as:

- a. Component items packed for shipment to a packager, prior to the finished product packaging of the item(s), and -
- b. Any specific item (distinguishable by its unique NSN) purchased for use in Operational Rations by under a specific NSN, other than real property, that is identical in its product composition with that item as is customarily used by the general public, or by non-governmental entities for purpose other than governmental purposes, shall have been -
 - (i) Sold, leased, or licensed to the general public; in quantities exceeding those quantities sold and/or contracted to be sold to the combined operational rations programs, the quantities measured in terms of the number of units sold, leased, licensed, or contracted for identical purpose, to operational rations; or sold, leased, licensed to the general public or short term used government customers. The time period to be used to measure operational rations quantities versus general public, etc., shall be the period of one year prior to the solicitation's issue date or the commencement of a new operational rations contract cycle, as applicable.
 - (ii) Sold in substantial quantities in the commercial marketplace; (sold in substantial quantities is sold in quantities exceeding those quantities sold or contracted to be sold to the combined operational rations programs, the quantities measured in terms of the number of units sold, leased, licensed, or contracted for identical purpose, to operational rations; or sold, leased, licensed to the general public or short term used government customers. The time period to be used to measure operational rations quantities versus general public, etc., shall be the period of one year prior to the date solicitation or the commencement of a new operational rations contract cycle, as applicable. Component items sold to government or private agencies for inclusion in rations that are not consumed within 180 days of the component item's manufacture, such as component items destined for FEMA stock , are not to be included toward establishing the comparative quantities sold or contracted to be sold to the combined operational rations programs, the general public, or short term use government customers, and “
 - (iii) In the event that a component manufacturer extends to the general public a shelf-life which is in excess of the warranty period of the contract by which DLA would procure the component as a stand-alone finishedproduct or as a

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

component of a finished-ration, origin inspection shall be continuous government origin inspection.”

c. Bulk packed items do not include component items which include critical defects are included in the items technical requirements documents or included elsewhere in this solicitation/ contract (ex. PCR, MIL-DTL, MIL-PRF, PKG&QAP, CID, etc.)

d. Approval by DLA for the offer of a specific bulk packed component item is required of any item that includes microbiological testing as a part of its technical requirements document.

Attachment 6 - REQUEST FOR EARLY GOVERNMENT INSPECTION

It is the intent of the Contracting Officer, when and if deemed appropriate by the Contracting Officer, to issue written authorization to Government inspection activities for the purpose of performing early Government inspection when requested by the contractor. This request guide identifies information required from the contractor and concurrences by contractor to conditions by which the Contracting Officer shall render his decision. It is the intent of the Contracting Officer to receive petitions for written authorization and to issue written authorization for early Government inspection to Government inspection activities on a product by product basis, not on a lot by lot approach. However, point (B,2), below, is to be applied on a lot by lot basis.

A. List the products and inspections for which Contracting Officer authorized early Government inspection is being requested:

- (1) The contractor shall list by individual product (i.e., by name and NSN) those products for which the contractor is requesting early GQAR/Lab inspection performance.
- (2) The contractor shall identify those inspections (exams and/or tests) for which the contractor is requesting early Government inspection performance and shall indicate which inspections are requested for which products.

B. Conditions of early Government inspection requiring contractor concurrence:

- (1) All lots for which the Contracting Officer authorizes early Government inspection shall be sampled by the GQAR. The contractor shall be responsible for communicating to the GQAR when each early Government inspection lot is available to the GQAR for sampling, using a system comprehended by all involved parties.
- (2) For each lot that the contractor wants forwarded by the GQAR to be early Government inspected, the contractor shall submit to the GQAR, in writing, a signed and dated document, requesting that the GQAR commence shipment of each lot's test samples to the contractually designated laboratory. The request must identify by lot number(s) the specific lot(s) to be shipped by the GQAR.
- (3) The contractor concurs that once laboratory samples are shipped to the USDA National Science Laboratory (NSL), or other contractually designated laboratory, the lot shall be considered as having been offered to the Government, the performance of all applicable tests shall not be interrupted, and the lot inspection results cannot be expunged from the inspection record of lots offered for government inspection.
- (4) The contractor concurs that once requested of the Contracting Officer and sanctioned by the Contracting Officer, the inspection results are final and conclusive.
- (5) The contractor concurs that GQAR/Lab inspection results are not to be shared with the contractor until such time as the contractor presents, to the GQAR, documentation of conforming product. However, DLA does require that the GQAR, upon the GQAR's receipt of any positive food-borne pathogen test result, as soon as possible, and regardless of the presentation status of the contractor's lot submittal package, notify the contractor of said results. Food-borne pathogen results include but not limited to test results for *Listeria Monocytogenes*, *Salmonella*, and *E. coli*.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(6) By submitting this request for Government verification inspection to be performed prior to the contractor's submission of a "lot submittal package" indicating conformance to ALL applicable contractual requirements, the contractor acknowledges the contractor's concurrence with the preceding conditions specified in this request template, unless otherwise exempted in writing by the Contracting Officer.

NOTE: The following tests are currently being performed in-plant at one or more Operational Rations production locations: Brix, pH, Oxygen Content, Moisture, and Water Activity. As applicable, any early government testing conducted by USDA for brix, pH, oxygen content, moisture, and/or water activity at a Contractor's facility using Contractor provided test equipment shall be, first and foremost, subject to the provisions cited in *USDA Operational Rations USDA/AMS In-Plant Analytical Testing Protocol with Checkboxes - Version 3., Requirements for Establishing USDA/AMS Verification Testing of Operational Rations Components for Analytical Requirements at a Contractor's Facility Using Contractor-provided Test Equipment.*

(7) Name(s) and title(s) of authorized contractor representatives."

ATTACHMENT 7 - MODIFICATIONS TO PCR-B-055 AND PKG&QAP A-A-20098

The "SECTION E INSPECTION AND ACCEPTANCE" sections of PCR-B-055, and PKG&QAP A-A-20098 apply in their entirety when performing inspections of beverage bases in accordance with the contractually applicable editions of PCR-B-055, and PKG&QAP A-A 20098. However, the following modifications to the designated beverage base technical documents are to be applied to the technical documents specifically within the scope of the modification as described in this attachment for the purpose of determining compliance with contract requirements by government verification inspection. "

PCR-B-055, BEVERAGE POWDER, CARBOHYDRATE, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE

1. Paragraph D-1, A., (1), c. Pouch filling and sealing. Read the existing final sentence as, "The filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance."
2. Paragraph D-1, A., (2), b. Pouch construction. In addition to the content of the paragraph as written, "The side and bottom seal shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-6,B,(1),a. Alternatively, the pouch shall exhibit no rupture or separation greater than 1/16 inch when tested for internal pressure resistance as specified in E-6,B,(1),c."
3. Paragraph D-1, A., (2), c. Pouch filling and sealing. Read the paragraph as, "c. Pouch filling and sealing. Product shall be inserted into the pouch and the filled pouch shall be sealed with a not less than 1/8 inch wide heat seal. The closure seal shall be free of foldover wrinkles or entrapped matter that reduces the effective closure seal width to less than 1/8 inch. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects. The integrity of the pouch seals shall be tested by utilizing one of the following three inspection methods. The sealed pouch shall not leak when tested in accordance with E-6,B,(3). Alternatively, the average seal strength shall be not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-6,B,(1),b. Alternatively, the pouch shall exhibit no rupture or seal separation greater than 1/16 inch when tested for internal pressure resistance as specified in E-6,B,(1),c."
4. Paragraph E-5, A. Product examination, TABLE I. Use the following defect categories and defect descriptions

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

when performing Table I inspection of hydrated product:

“Hydrated product 4/

Appearance

206 Not a clear to slightly cloudy, sediment-free liquid.

207 Flavor 1 fruit punch beverage not a reddish-orange color.

208 Flavor 2 grape beverage not a purple color.

209 Flavor 3 lemon-lime beverage not a bright pale green color.

210 Flavor 4 orange beverage not a orange color.

211 Flavor 5 tropical punch beverage not a light red color.

212 Flavor 6 lemonade beverage not a pale yellow color.

109 Product does not fully dissolve within two minutes with constant stirring or shaking. Product has discernable lumps.

Odor and flavor

103 Flavor 1 fruit punch beverage not a sweet fruit blend odor or flavor.

104 Flavor 2 grape beverage not a sweet grape odor or flavor.

105 Flavor 3 lemon-lime beverage not a sweet, sour, lemon-lime odor or flavor

106 Flavor 4 orange beverage not a sweet, sour, distinct orange odor or flavor.

107 Flavor 5 tropical punch beverage not a tropical fruit blend odor or flavor.

108 Flavor 6 lemonade beverage not a sweet, sour, lemon odor or flavor.”

5. Paragraph E-5, A. Product examination, TABLE I, footnote 4/. Read as, “4/ Prior to conducting the hydrated product examination, the beverage powder shall be hydrated per label instructions.”

6. Clarification: Paragraph E-6, A., (3) Pouch material certification. Read as, “For design E, compliance with all pouch material, construction and sealing requirements cited in E-6,A,(1) Pouch material certification shall be verified by a CoC.”

7. Paragraph E-6, A., (4) Filled and sealed pouch examination., Table II. Do not apply defect category/description “107..Leakage. 6/”

8. Paragraph E-6, A., (4) Filled and sealed pouch examination., Table II, footnote 6/. Do not apply footnote 6/.

9. Paragraph E-6,B., (3) Leakage test. Read as, “(3) Leakage test. For design E, filled and sealed pouches shall be tested by placing them in a dry desiccator, or similar apparatus, and subjecting them to a vacuum of 26 inches of mercury (atmospheric pressure is 29.9 inches of mercury) for 30 seconds. The lot size shall be expressed in pouches. The sample unit shall be one pouch. The sample size shall be the number of pouches indicated by inspection level S-1. Any pouch that does not swell to form a tightly distended package having at least one distorted edge during the test shall be classified as a leaker. After vacuum testing, the pouches shall be visually inspected for evidence of leakage, delamination and for seal separation. Any leakage, any delamination, or any seal separation of more than 1/16 inch from the product edge of any seal shall be classified as a major defect and shall be cause for rejection of the lot.”

**PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20098
BEVERAGE BASES (POWDERED)**

1. Paragraph E-5, A. Product examination., TABLE I. Use the following defect categories and defect descriptions when performing Table I inspection of hydrated product: “Hydrated product 5/ Appearance 102 Color not of the applicable flavor specified. 206 Product does not fully dissolve within two minutes with constant stirring or shaking. Product has discernable lumps. 207 Product not clear to slightly cloudy. 208 Product not a sediment-free liquid. Odor

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

and flavor 104 Odor or flavor not of the applicable flavor specified.”

2. Paragraph E-5, A. Product examination., TABLE I, footnote 5/. Read as, “5/ Prior to conducting the hydrated product examination, the beverage base shall be hydrated per label instructions.”

3. Paragraph E-6, A.,(1) Pouch material certification. Read each instance of “D-1,A(2)a” as “D-1,A,(2)”.

4. Paragraph E-6, A., (2) Unfilled preformed pouch certification. Read as, “(2) Unfilled preformed pouch certification. A CoC may be accepted as evidence that unfilled pouches conform to the requirements specified in D-1, A., (2).” There is no seal test requirement for Design D pouches.

5. Clarification: Paragraph E-6, A., (3) Pouch material certification. For design D, compliance with all pouch material, construction and sealing requirements cited in D-1, A., (2) and E-6, A., (1) Pouch material certification, shall be verified by a CoC.

6. Paragraph E-6, A., (4) Filled and sealed pouch examination. When performing this examination, “Until such time as it is revoked by the Contracting Officer, for the purpose of both contractor and government compliance inspection, the Contracting Officer authorizes the use of inspection level S-4.”

7. Paragraph E-6, A., (4) Filled and sealed pouch examination.,TABLE II. Use the following table when implementing inspection level S-4 as authorized by the Contracting Officer. Maintain the footnotes located in the PKG&QAP as applicable.

“TABLE II. Filled and sealed pouch defects 1/

102 Seal width less than 1/16 inch. 2/ 8/

103 Presence of delamination. 3/ 8/

104 Unclean pouch. 4/

105 Pouch has foreign odor.

106 Any impression or design on the heat seal surfaces which conceals or impairs visual detection of seal defects. 5/ 8/

107 Leakage. 6/ 7/

109 Not packaged as specified.

201 Label missing or incorrect or illegible.

202 Tear nick or notch or serrations missing or does not facilitate opening. 8/ 9/

203 Seal width less than 1/8 inch but greater than or equal to 1/16 inch. 2/ 8/

204 Presence of delamination. 3/ 8/”

8. Paragraph E-6, A., (4) Filled and sealed pouch examination.,TABLE II, footnotes. Use the following footnote: “7/ Any pouch that does not swell to form a tightly distended package having at least one distorted edge during the leakage test shall be recorded as a leaker.”

9. Paragraph E-6, A., (4) Filled and sealed pouch examination.,TABLE II, footnotes. Use the following footnote when implementing inspection level S-4 as authorized by the Contracting Officer: “8/ The contractor may offer a Certificate of Conformance (CoC) for these requirements. The government quality assurance representative (GQAR) may verify these requirements by the contractor's CoC. The GQAR may examine a reduced number of samples for these requirements, that number being at the discretion of the GQAR. If the GQAR notes a defect, the GQAR shall expand the number of samples examined to be the full sample size.”

10. Paragraph E-6, A., (4) Filled and sealed pouch examination.,TABLE II, footnotes. Use the following footnote when implementing inspection level S-4 as authorized by the Contracting Officer: “9/ Pouch material which in and of its own nature facilitates opening without loss of product serviceability is authorized by the Contracting Officer.”

11. Paragraph E-6, B., (3) Leakage test.. The last sentence, “Any leakage, any delamination, or any seal separation of

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

more than 1/16 inch from the product edge of any seal shall be recorded as a major defect.”, does not apply. For defect classification of leakage test findings, refer to Table II defect descriptions and their corresponding defect category to record findings of any leakers 7/, delamination, or inadequate seal width.”

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR**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 , the furnished the supplies or services called for by Contract No. via on 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:

(End of clause)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR**SECTION F - DELIVERIES OR PERFORMANCE****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****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) 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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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), x " (Width), x " (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 (line item) to be shipped in carrier's equipment.

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

- (i) Rate used in evaluation ;
- (ii) Tender/Tariff ;
- (iii) Item .

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

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA**G-1 Contract Administration**

Contract Administration will be performed by DLA Troop Support, Individual Rations Division - FTRC.

G-2 Correspondence

All pertinent correspondence relative to this contract shall be directed to DLA Troop Support, Individual Rations Division - FTRC. Contractor's requests for acceptance of nonconforming supplies should be submitted to the assigned Quality Assurance Representative (QAR), i.e., U.S. Army Veterinary Inspector (AVI) or USDA Inspection as applicable. The QAR should forward your request directly to the Contracting Office. A copy of correspondence notifying the contractor of acceptance/rejection of waiver/ deviation requests will be furnished by the Contracting Officer.

G-3 Invoices

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

See DFARS clause 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (DEC 2018).

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 must be removed from the assembly line and upon such verification from the Army Vet Inspector (AVI), the entire case will be considered defective, and placed on hold. The Contracting Officer must be given written notice of the defective product including the name and signature of the confirming AVI inspector. The assembler must include information regarding defective components and replacement of such components in its inventory reports.

H-2 Storage of Component Items

Components must 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 methods. If bulk-packaged components are removed from storage in a frozen condition, they must not be exposed to high temperatures and/or humidity without first being tempered. Tempering will 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 must 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 (contractors date of pack when receipted). A contractors component lot, described by the Julian date of pack, must 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.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

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.

SECTION I - CONTRACT CLAUSES**I-2 Production Facility Changes**

Any change in the production facility initially stated in the contract must be approved by the Contracting Officer. Written requests for a change in production facilities must be submitted in writing to the Contracting Officer. Changes in production facilities may be approved provided:

- (1) Performance by small business or in labor surplus areas as required by the contract will not be changed.
- (2) The change will not cause a delay in delivery or necessitate a change in the purchase description.
- (3) The freight on board (F.O.B.) point is not changed; and
- (4) Each request is supported by a price reduction of \$250.00 to cover the Government's administrative costs to process the change.

The Government reserves the right to deny approval even if these four elements are met.

I-3 Food Defense

Refer to Section E for Food Defense Plan Requirements

I-4 Integrated Pest Management Plan

Integrated Pest Management (IPM) Program Requirements for Operational Rations

Applicable to all Operational Rations Facilities

15 November 2017

1. Scope and Applicability:

- a. All contractors and/or subcontractors who manufacture, repackage, store, assemble, or ship Government Furnished Material (GFM) and/or Contractor Furnished Material (CFM) used in the production and/or assembly of operational rations are required to have an integrated pest management program in place. The IPM program implemented needs to adequately protect products from infestation and/or contamination by insects (or other arthropods), rodents, birds, or other animals.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Contractors/ subcontractors supplying other than subsistence items for the Operational Rations programs are exempt from this requirement. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.

- b. The IPM program implemented shall comply with the Federal Food, Drug and Cosmetic Act; the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) as amended; and any regulations promulgated there under.
- c. SECTION RESERVED
- d. Contractors and/or subcontractors of products with Higher Level Quality Requirements (documented Quality Systems Plan required) must submit the following to DLA Troop Support-FTS as part of their Quality System Plan:
 - i. A statement on whether service is in-house or provided by an external provider. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.
 - ii. A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.
 - iii. A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.
 - iv. If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)?
- e. The IPM program shall be in existence prior to contract award. The program shall also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to ensure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under insanitary conditions.

2. Integrated Pest Management (IPM) Program Concepts:

- a. IPM may be defined as "the use of all appropriate technological and management techniques to bring about an effective degree of pest prevention and suppression in a cost-effective, environmentally sound manner". Accordingly, the goal of IPM is to minimize the adverse environmental impact of pesticides while achieving an acceptable level of control and cost effectiveness. The single most important aspect

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SECTION I - CONTRACT CLAUSES (CONTINUED)

of IPM in the food processing and storage industry is SANITATION.

b. Basic IPM Program Elements

- i. Sanitation, housekeeping, and good manufacturing practices.
- ii. Continuous product and facility inspections to include a pest surveillance program, utilizing pheromone surveillance technology.
- iii. Proper facility design, maintenance, and physical pest exclusion.
- iv. Proper stock handling and warehousing techniques.
- v. Appropriate use of mechanical pest control techniques and trapping strategies.
- vi. Proper selection and application of pesticides, using those of least toxicity where feasible.

3. IPM Program Required Elements*

4. *This section (III.) contains those required elements of the IPM program for Operational Rations which should be addressed in the program implemented. All program elements should be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing to DLA Troop Support- FTSB thru the Contracting Officer for consideration.

a. Sanitation, Housekeeping, and Good Manufacturing Practices

- i. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation shall be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.
- ii. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harbage.
- iii. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris shall be disposed of immediately. Waste receptacles shall be kept covered at all times.

SECTION I - CONTRACT CLAUSES (CONTINUED)

- iv. Inbound conveyances shall be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation shall be immediately reported to DLA Troop Support. Outbound conveyances shall be inspected and rendered sanitary and pest free before loading.
- v. Damaged product shall not be placed in the general storage area. Damaged product discovered in the general storage area shall be removed to a designated rework/salvage area. The rework/salvage area shall be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, shall be expeditiously disposed of with the approval of the Contracting Officer when required.
- vi. Ingredient mixing/batching rooms/areas shall receive detailed attention to sanitation requirements. Product residues associated with such operations shall not be allowed to accumulate.
- vii. The facility grounds shall be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters shall be kept covered at all times.

b. Product/Facility Inspections and Pest Surveillance

- i. All incoming products and materials, including packaging and packing materials shall be inspected upon receipt for evidence of pest infestation/contamination. Pallets should be clean and free of debris. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.
- ii. Daily facility walk-through sanitary inspections should be conducted in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

- 5. NOTE: The procedures in the following paragraph 3 must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program.
- 6. Insect surveillance shall be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items. NOTE: If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.
 - a. Pheromone traps shall be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures shall be periodically changed in accordance with the manufacture's recommendations. Damaged and/or dirty traps shall be changed when necessary.

SECTION I - CONTRACT CLAUSES (CONTINUED)

- b. Trap monitoring should be accomplished jointly by contractor and pest control subcontractor personnel when an external service provider is used. The in-plant Government Quality Assurance Representative (GQAR) shall have access to the monitoring records. Reports of activity over an extended period without action being taken shall be reported to the Contracting officer and DLA Troop Support-FTS. A written corrective and preventive action plan from the contractor shall be requested if the problem persists.
- c. If insect activity is observed within contractor facilities by the GQAR during the course of contract operations, exclusive of pheromone traps and electrocution devices, the GQAR shall immediately, verbally, notify the contractor and confirm this in writing. A copy of the written report shall simultaneously e-mailed to the Contracting Officer and DLA Troop Support-FTS. The contractor shall take immediate action and submit a written corrective plan (including specimen identification by the Contractor's Pest Management Company or Qualified Pest Management personnel) within 5-working days to the Contracting Officer and DLA Troop Support-FTS.
- d. Facility Design, Maintenance, and Pest Exclusion
- i. Roofs and walls shall be maintained in a good state of repair to prevent leaks and accumulations of standing water.
 - ii. All holes or gaps in interior and exterior walls shall be sealed as necessary on a continual basis.
 - iii. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, shall be properly screened.
 - iv. All door entrances shall be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors shall be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation shall be fitted with framed screen inserts to prevent insect entry.
 - v. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.
- e. Stock Handling and Warehousing Techniques
- i. Infestible food components and ingredients shall be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches shall be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, shall be located at the lowest levels and consolidated for ease of monitoring and surveillance.

SECTION I - CONTRACT CLAUSES (CONTINUED)

- ii. Two or more infestible components shall not be located on a single pallet.
 - iii. Proper stock handling practices, designed to minimize product damage, shall be enforced throughout the course of contract operations.
 - iv. Commercial ingredient items of an infestible nature shall be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items shall be segregated to the maximum extent possible, given the physical constraints of the storage facility.
- f. Mechanical Control and Trapping Strategies
- i. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices shall be included.
 - ii. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.
 - iii. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.
 - iv. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices shall be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.
- g. Pesticide Selection and Application 1. Applicator and Pesticide Documentation
- 1. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), shall only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/ certifications for in-house (contractor) personnel applying "Restricted Use" pesticides on the premises shall be provided. Legible copies of product labels for any "Restricted Use" pesticide proposed for use shall be available for on-site review and/or provided upon written request from the Contracting Officer.
 - 2. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for

SECTION I - CONTRACT CLAUSES (CONTINUED)

in-house personnel applying "General Use" pesticides on the premises shall be provided, if not commercially certified as above. Legible copies of product labels for any "General Use" pesticide proposed for use shall be available for on-site review and/or provided upon written request from the Contracting Officer.

- ii. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides shall be left to the discretion of the contractor or the pest control subcontractor. Pesticide application and treatment records shall be kept for each facility treated and shall be maintained for a minimum of one (1) year. These treatment records shall be made available to the Government upon request and shall be reviewed during Quality Systems Audits or other visits to the establishment.

- h. NOTE: Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), shall be applied in accordance with MPI directives and with the approval of the GQAR in Charge. NOTE: In no case shall product, pouches/pouch material, meal bags/material, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

- 7. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations shall be of the tamper proof type and secured for safety. The locations of the exterior bait stations shall be indicated on the facility maps or layouts. Rodenticides shall not be used in processing, assembly, or storage areas.
- 8. If a requirement exists for the use of toxic rodent tracking powders, a DLA TROOP SUPPORT entomologist shall first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.
- 9. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. If fumigation is necessary, DLA Troop Support may request the source of the capability and a copy of the subject certification be provided.
 - a. NOTE: Retorted and pouch sealed components, as well as final assembled rations, shall not be fumigated unless authorized by the Contracting Officer (and as recommended by the DLA Troop Support Food Safety Office or DLA Troop SupportFTS).
- 10. Required Notifications
 - a. Intended changes, additions, deletions, or other proposed modifications to an IPM program which impacts products intended for Government use shall be submitted to the Contracting Officer for evaluation by a DLA Troop Support-FTS before implementation.
 - b. The Contracting Officer shall be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic and/or e-mail notification to the

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Contracting Officer and DLA Troop Support-FTS Entomologist is required by the contractor and/or the GQAR as applicable.

- c. The GQAR and/or DLA Troop Support-FTS will inform contractors of unfavorable pest situations, as they are determined or observed during daily sanitary inspections or during audits. The contractor is required to submit a corrective and preventive action plan describing what actions are being taken to correct the unfavorable situation.

I-5 Quality Systems Plan (QSP)

Refer to Section E for detailed requirements for a QSP.

I-6 Small Business/Subcontracting Plan

****Small Business/Subcontracting Plans must address all 15 elements of FAR 52.219-9(d).**

Large business contractors must indicate what portion of the contract will be sourced from both Large Business (LB) and Small Business (SB). Under the portion to be sourced from Small Business, each subcategory (i.e., Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns) must address goals in terms of percentages and total dollars. This information must be provided for the performance period of the contract.

See FAR 2.101 and FAR 19.102 for small business definitions size standards.

The percentages must be formulated using the total to be sourced (i.e., both large and small business total dollars) as the divisor. The offeror must describe the proposed SB, SDB, WOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the product supplier levels.

These figures must pertain to the proposed acquisition only. These figures will represent what percentage/dollar value of products are to be supplied under this contract by a SB, SDB, WOSB, SDVOSB, and HZSB manufacturer, grower, or private label holder.

The contractor must obtain at least 32% of the supplies for proposed contract from all SB firms (vs. LB firms) as indicated in the DoD Office of Small Business Programs pertaining to current subcontracting goals. Within the subcategories, the Contractor will obtain the minimum percentage for the following goals: 22% from SB, with individual SB subcategories goals of 5% from SDB, 5% from WOSB, 3% from SDVOSB firms, and 3% from HZSB firms.

Example and format:

The following is the preferred format for the submission of small business data.

	<u>Dollars</u>	<u>Percent</u>
Total Contract Price:	\$1,000,000	100%
Total to be Subcontracted:	\$900,000	90%
To Large Business:	\$630,000	70%
To Small Business:	\$270,000	30%
SB:	\$63,000	7%

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SECTION I - CONTRACT CLAUSES (CONTINUED)

SDB:	\$63,000	7%
WOSB:	\$45,000	5%
SDVOSB:	\$36,000	4%
HZSB:	\$36,000	4%

*Note: Total Contract Price cannot be equal to Total to be Subcontracted

Notes:

- (1) Please ensure offeror dollars are not included in the total subcontracted dollar value. The total contract value and total subcontract value must not be the same.
- (2) When calculating figures for the chart above, the business size of the manufacturer, grower, private label holder is to be considered, NOT the business size of the broker/agent that may have supplied the product to the Contractor.

52.202-1 DEFINITIONS (JUN 2020) FAR

52.203-3 GRATUITIES (APR 1984) FAR

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020), ALT I (NOV 2021) FAR

52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020) FAR

52.203-8 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 (JUN 2020) FAR

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) FAR

52.203-14 DISPLAY OF HOTLINE POSTER (NOV 2021) FAR

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c).

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites.

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
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SECTION I - CONTRACT CLAUSES (CONTINUED)

(Contracting Officer shall insert ---

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

- (1) Is for the acquisition of a commercial product or commercial service; or
- (2) Is performed entirely outside the United States.

(End of clause)

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

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) FAR

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) 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

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) DFARS

252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019) DFARS

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) FAR

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) FAR

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)**52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR****52.204-20 PREDECESSOR OF OFFEROR (AUG 2020) FAR**

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

Commercial and Government Entity (CAGE) code means --

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: .

(Do not use a "doing business as" name).

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) FAR**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) FAR**

(a) Definitions. As used in this clause --

Covered article means any hardware, software, or service that --

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means --

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from --

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement. (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), including in all subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

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

252.204-7004 LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019) DFARS

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) DFARS

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) DFARS

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) FAR

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) FAR

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) DFARS

52.210-1 MARKET RESEARCH (NOV 2021) FAR

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 2020) FAR

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021) FAR

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) FAR

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

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SECTION I - CONTRACT CLAUSES (CONTINUED)

- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
(End of clause)

52.216-18 ORDERING (AUG 2020) FAR

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Contract Award** through **1,095 Days thereafter** [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

As prescribed in [16.506\(b\)](#), insert a clause substantially the same as follows:

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1,000 bx** [insert dollar figure or quantity], 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 **IQC Maximum** [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of **IQC Maximum** [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within **2** 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 **1** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

As prescribed in [16.506\(e\)](#), insert the following clause:

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may

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SECTION I - CONTRACT CLAUSES (CONTINUED)

be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **The Contract Performance Period** [insert date].

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (SEP 2021) FAR

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except --

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

[] Offeror elects to waive the evaluation preference.

(c) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) FAR**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) FAR****52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) FAR****52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021) FAR**

(a) Definitions. As used in this clause --

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern --

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>,

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition --

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that --

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:_] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that --

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that --

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (DEC 2019) DFARS**52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR****52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-00019) (JAN 2022) FAR**

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

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

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

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

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

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

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

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

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

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

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

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

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR**52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR****52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) FAR**

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) FAR

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) FAR

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) FAR

52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) FAR

52.223-20 AEROSOLS (JUN 2016) FAR

52.223-21 FOAMS (JUN 2016) FAR

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) DFARS

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (MAR 2022) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (MAR 2022), ALT I (MAR 2022) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS

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

"Component" means any item supplied to the Government as part of an end product or of another component.

"End product" means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

- Australia
- Austria
- Belgium
- Canada
- Czech Republic
- Denmark
- Egypt
- Estonia
- Finland
- France
- Germany
- Greece

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Israel
Italy
Japan
Latvia
Lithuania
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent” --

- (1) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs); and
- (2) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

- (1) Food.
- (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.
- (3)(i) Tents and structural components of tents;
 - (ii) Tarpaulins; or
 - (iii) Covers.
- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply --

- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool --
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the threshold at Defense Federal Acquisition Regulation Supplement [225.7002-2\(a\)](#);
- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
- (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the

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SECTION I - CONTRACT CLAUSES (CONTINUED)

foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if --

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include ¾

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract --

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS**252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (OCT 2020) DFARS****52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (JUN 2020) FAR****252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS****52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR****52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS —NOTICE AND REPRESENTATION (JUN 2020) FAR**

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means --

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if --

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-

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SECTION I - CONTRACT CLAUSES (CONTINUED)

certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that --

(1) It [] is [] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that --I am claiming on the IRS Form W-14 [] a full exemption, or [] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then --

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENT (FEB 2021) FAR

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

52.232-1 PAYMENTS (APR 1984) FAR

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

52.232-25 PROMPT PAYMENT (JAN 2017) FAR

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s).)

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")*

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS**52.233-1 DISPUTES (MAY 2014) FAR****52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR****52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR****5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020) DLAD**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

Alternate wording may be negotiated with the contracting officer.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) FAR**52.242-13 BANKRUPTCY (JUL 1995) FAR****52.243-1 CHANGES - FIXED PRICE (AUG 1987) FAR****252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS****252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(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)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

(1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

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SECTION I - CONTRACT CLAUSES (CONTINUED)

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022) FAR**252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021) DFARS****52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR**

(a) Definitions. As used in this clause.

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for **6 Months following delivery** [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time].

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within **6 Months After Final Contract Delivery** [Contracting Officer shall insert specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect"].

(2) Within a reasonable time after the notice, the Contracting Officer may either.

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer.

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming

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SECTION I - CONTRACT CLAUSES (CONTINUED)

supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor.

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR**252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) DFARS****252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018) DFARS****52.247-63 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (JUN 2003) FAR****252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA -- BASIC (FEB 2019) DFARS**

(a) Definitions. As used in this clause --

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

*

ITEM DESCRIPTION

CONTRACT LINE
ITEMS

QUANTITY

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall --

(1) Notify the Contracting Officer of that fact; and

(2) Comply with all the terms and conditions of this clause.

(i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

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

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION (DEC 2019) DFARS

(a) *Definitions.* As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause [252.204-7018](#), Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) *Representation.* The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) DFARS

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) DFARS

(a) *Definitions.*

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204 -7020, NIST SP 800 -171 DoD Assessments.

SECTION I - CONTRACT CLAUSES (CONTINUED)

Covered contractor information system has the meaning given in the clause 252.204 -7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800 -171, the Offeror shall have a current assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204 -7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800 -171 DoD Assessments are described in the NIST SP 800 -171 DoD Assessment Methodology located at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html.

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800 -171 DoD Assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800 -171 DoD Assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (*e.g.*, NIST SP 800 -171 Rev 1).

(B) Organization conducting the assessment (*e.g.*, Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract --

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (*e.g.*, 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800 -171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (*e.g.*, NIST SP 800 -171 Rev 1).

(ii) Organization conducting the assessment, *e.g.*, DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, *i.e.*, medium or high.

(vi) Summary level score (*e.g.*, 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800 -171.

(3) *Accessibility.* (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at <https://www.sprs.csd.disa.mil/>

SECTION I - CONTRACT CLAUSES (CONTINUED)

pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800 -171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) DFARS**(a) Definitions.**

Basic Assessment means a contractor's self assessment of the contractor's implementation of NIST SP 800 -171 that --

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800 -171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self generated score.

Covered contractor information system has the meaning given in the clause 252.204 -7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800 -171A, Assessing Security Requirements for Controlled Unclassified Information that --

- (1) Consists of --
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800 -171 security requirements have been implemented as described in the contractor's system security plan; and
 - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that --

- (1) Consists of --
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review; and
 - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

(b) *Applicability.* This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800 -171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204 -7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements.* The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800 -171 DoD Assessment, as described in NIST SP 800 -171 DoD Assessment Methodology at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, if necessary.

(d) *Procedures.* Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800 -171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

- (i) The email shall include the following information:
 - (A) Version of NIST SP 800 -171 against which the assessment was conducted.
 - (B) Organization conducting the assessment (e.g., Contractor self-assessment).
 - (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract --
 - (1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and
 - (2) A brief description of the system security plan architecture, if more than one plan exists.
 - (D) Date the assessment was completed
 - (E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(F) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800 -171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (*e.g.*, NIST SP 800 -171 Rev 1).
- (ii) Organization conducting the assessment, *e.g.*, DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, *i.e.*, medium or high.
- (vi) Summary level score (*e.g.*, 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800 -171.

(e) Rebuttals.

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800 -171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (*e.g.*, Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800 -171 security requirements, in accordance with DFARS clause 252.204 -7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800 -171 DoD Assessment, as described in https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800 -171 DoD Assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800 -171 DoD Assessment Methodology, to webpmsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

SECTION I - CONTRACT CLAUSES (CONTINUED)**252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (SEP 2021) DFARS****252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES – REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)**

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) *Representation.* By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

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

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services --Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services . The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

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

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

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

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

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

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

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that --

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

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

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

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

(i) For covered equipment --

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

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

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

(ii) For covered services --

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

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

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

(i) For covered equipment --

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

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

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

(ii) For covered services --

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

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

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR**52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020) FAR**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR

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SECTION J - LIST OF ATTACHMENTS (CONTINUED)**SECTION J - LIST OF ATTACHMENTS****List of Attachments**

Description	File Name
ATTACH__	MCW Component Spreadsheet.xlsx

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS**52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) FAR**

As prescribed in [4.905](#), insert the following provision:

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: __.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other .

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

[] Name and TIN of common parent:

Name

TIN

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022) 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 **1,250** [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition --

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision 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 certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in SAM 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) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [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.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations --Representation.

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

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [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.

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

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

applied part 19 in accordance with 19.000(b)(1)(ii).

(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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

(xv) [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.

(xvi) [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 products or commercial services.

(xvii) [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.

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

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -Representation. This provision applies to solicitation that include the clause at [52.204-7](#).

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American --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 \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan --Certification. This provision applies to all solicitations.

(xxiv) [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.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) [52.204-17](#), Ownership or Control of Offeror.

(ii) [52.204-20](#), Predecessor of Offeror.

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

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

(v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

(vii) [52.227-6](#), Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) [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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

(End of provision)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020) FAR

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

Commercial and Government Entity (CAGE) code means --

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?: [] Yes or [] No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021) DFARS

Substitute the following paragraphs (b), d) and (e) for paragraph (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) [] Paragraph (e) applies.

(ii) [] Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

- (i) [252.209-7003](#), Reserve Officer Training Corps and Military Recruiting on Campus --Representation. Applies to all solicitations with institutions of higher education.
- (ii) [252.216-7008](#), Economic Price Adjustment --Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) [252.222-7007](#), Representation Regarding Combating Trafficking in Persons, as prescribed in [222.1771](#). Applies to solicitations with a value expected to exceed the simplified acquisition threshold.
- (iv) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) [252.225-7049](#), Prohibition on Acquisition of Certain Foreign Commercial Satellite Services --Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (vi) [252.225-7050](#), Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vii) [252.229-7012](#), Tax Exemptions (Italy) --Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (viii) [252.229-7013](#), Tax Exemptions (Spain) --Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (ix) [252.247-7022](#), Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.
- (2) The following representations or certifications in SAM 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) [252.225-7031](#), Secondary Arab Boycott of Israel.
- (v) [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.
- (vi) [252.226-7002](#), Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <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 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

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

As prescribed in [7.203](#), insert the following provision:

- (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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

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)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) 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)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010) DFARS

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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

(End of provision)

252.209-7003 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS—REPRESENTATION (MAR 2012) DFARS

52.225-18 PLACE OF MANUFACTURE (AUG 2018) FAR

As prescribed in 25.1101(f), insert the following solicitation provision:

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

"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;

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

- (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)

252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014) DFARS

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Basic clause of this solicitation.

(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

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

(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the offeror certifies that --

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
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(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014), ALT I (NOV 2014) DFARS

As prescribed in [225.1101](#)(1) and (1)(ii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products":

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Alternate I clause of this solicitation.

(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
 (2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

American statute or the Balance of Payments Program.

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

(1) For all line items subject to the Buy American and Balance of Payments Program --Alternate I clause of this solicitation, the offeror certifies that --

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
-------------------------	--------------------------

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC (NOV 2014) DFARS

(a) *Definitions.* "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements --Basic clause of this solicitation.

(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless --
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
 - (iii) A national interest waiver has been granted.

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

(1) For all line items subject to the Trade Agreements --Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020) FAR

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement --Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards --Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

[] Yes [] No

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L-1 Submission of Offers**

DLA Troop Support is utilizing Lowest Price Technically Acceptable (LPTA) source selection award procedures for this acquisition. The Government will make an award(s) to the offeror(s) with the proposal that represents the best value. Offerors must submit a Completed Solicitation in accordance with paragraph L-2; Technical Proposal in accordance with paragraph L-3; Business (Price) Proposal in accordance with paragraph L-4; and Additional Submission Requirements in accordance with paragraph L-5. Information and all Product Demonstration Models (PDMs) must be received no later than the time and date set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraphs L-2 through L-5 to facilitate the Government's proper, thorough, and timely review of your proposal. The complete proposals should be specific, stating clearly how you will meet all the requirements of the solicitation. Failure to furnish all of the required information and PDMs by the time specified in the solicitation may be cause for rejection of the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

Your proposal must be prepared and submitted in separate parts to the following email Michael Olsakowski (michael.olsakowski@dla.mil) and Tiendung Nguyen (tiendung.nguyen@dla.mil) or to the following address:

**ATTN: MICHAEL OLSAKOWSKI AND TIENDUNG NGUYEN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT-SUBSISTENCE DIRECTORATE
BLDG. 6B, SUBSISTENCE MAIL ROOM, DESK #6B096
PHILADELPHIA, PA 19111-5092**

Note: Refer to Section A-1 for additional information. If any part is being submitted via email, only one copy of each part should be sent. If physical copies are being delivered to the above address, then the offeror must send the appropriate "# of copies" for each part indicated below.

Part	Title	# of copies
1	Completed Solicitation	1
2	Technical Proposal	3
3	Business (Price) Proposal	3
4	Additional Submission Requirements	3

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**L-2 Completed Solicitation**

Offerors must return all pages of the solicitation with their offer, and fill-in any applicable information requested in the solicitation. Offerors are responsible for carefully reviewing the entire solicitation to ensure they submit all information required by the solicitation.

L-3 Technical Proposals

The following information is required for technical proposals:

Product Quality/Product Demonstration Models (PDMs)

1. Offerors must submit Initial Product Demonstration Models (PDMs) for each MCW Components listed in Section C-2.

PDMs are not required for:

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

HAND WIPE, NON-ANTIMICROBIAL, INDIVIDUALLY WRAPPED; CID A-A-461, PKG&QAP, Type I, Style 2, Packaging a, 8520-01-507-9741

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

TOILET TISSUE, INSTITUTIONAL, FOLDED, ONE PLY, PERFORATED, 4-1/2: BY 4-1/2"; CID A-A-59594, PKG&QAP, Type A, Class 1, Sheet size b, 8540-01-508-3708

Product Demonstration Models (PDMs) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDMs will become the property of the Government and will not be returned to the offeror. Failure to submit PDMs may result in rejection of an offer. Analytical and microbiological test results, wherever required, must be submitted with PDMs.

2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on a production line, which will result in rejection of the product. 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 PDMs.

3. Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may result in rejection of the offer. Offerors shall also warrant that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. Product from any resultant contract that does not conform to all requirements shall not be accepted by the Government.

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

4. 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.

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 items which would require the submission and evaluation of new PDMs. However, if items in the MCW 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:

Meal Cold Weather (MCW) A total of 106 samples of each MCW component item shall be submitted for evaluation. The procedure for PDM submittal is stated below: A total of 32 samples of each MCW component item should also be sent to the below address.

**DEPARTMENT OF THE ARMY FCDD-SCC-EMR
Attn: Jill Bates (Bldg 36 Rm E107)
COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760-5056.**

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 MCW component item boxes with the 32 samples of each MCW 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 MCW component must be maintained by the offeror/contractor. In this instance, the offeror must self-certify, confirm possession of the samples, and identify the samples as from the same production lot as those submitted to Natick. The offeror must submit this statement(s) with the balance of PDM samples submitted to DLA Troop Support. Should an offeror be awarded a contract, the offeror must provide the 70 PDMs that were self-certified and maintained by the offeror to a Government Quality Assurance Representative (GQAR) during the first production cycle. Offerors that have been awarded a contract and do not have an in-house GQAR will be directed

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

on where to submit these PDMs.

The remaining 4 PDMs of each MCW components must be sent to DLA Troop Support to the following address:

**ATTN: MICHAEL OLSAKOWSKI AND TIENDUNG NGUYEN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT-SUBSISTENCE DIRECTORATE
BLDG. 6B, SUBSISTENCE MAIL ROOM, DESK #6B096
PHILADELPHIA, PA 19111-5092**

DLA Troop Support - FTRC (Attn. Michael Olsakowski) and the address indicated above or indicted 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.

Offerors may direct proposed subcontractors to submit Initial PDMs directly to Natick on their behalf. In those instances, the offeror shall send written notification of subcontractor submissions to Natick and such PDMs must be clearly labeled for which offeror(s) they are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated and results reported on behalf a contractor until written notification from that offeror is received. This consideration does not relieve the offeror of the full responsibility for submitting all PDMs in a timely manner. Late submissions of PDMs may be the basis for rejection of the proposal. The Offeror shall provide a complete list of its PDMs submitted, with its technical proposal, to include: item, source of supply name and address, and item lot number.

Offerors may cooperate to submit in-common product-code PDMs directly to Natick on behalf of two or more offerors. In those instances, the offeror submitting the samples will send written notification of submissions to Natick and such PDMs must be clearly endorsed by those offerors for whom the samples are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated until written notification from all the involved offerors is received. This consideration does not relieve the involved offerors of the full responsibility for submitting all PDMs in a timely manner. Late submissions of PDMs may be the basis for rejection of the proposal. The involved Offerors shall provide a complete list of their PDMs submitted, with their technical proposal, to include: item, source of supply name and address, and item lot number.

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

*If an Offeror chooses to reference a currently acceptable PDM as part of their proposal, the following chart, or one of a similar format must be filed out and included in their Technical Proposal:

NSN, Contract#, Vendor Name, Lot #, Date Accepted

NOTE: The offeror is encouraged to attach supporting documentation of acceptance to corresponding component items. Offerors may submit PDMs to Natick for evaluation any time after solicitation issuance. However, PDMs and documentation must be submitted by the deadline for receipt of proposals to the Business Opportunities Office (BOO) at DLA Troop Support with the aforementioned supplier and lot number information.

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

NOTE: Late submissions of PDMs may be the basis for rejection of the proposal. Refer to Section M-2 for the Technical Proposal/PDM evaluation process.

L-4 Business/Price Proposal

The Government reserves the right to require information other than cost or pricing data, as defined at FAR 2.101, or cost and pricing data, as applicable and if required to determine price reasonableness of any offer(s).

- a. The business proposal must include a cost/price proposal. Offerors must submit pricing for the Meal, Cold Weather. Pricing must be submitted for all three tiers on an F.O.B Destination basis. Failure to offer pricing on all three tiers may be deemed as non-acceptance of the item and/or tier(s), which could result in rejection of the entire proposal as technically unacceptable. Only one price per tier will be accepted. Prices must be rounded to the nearest second decimal. Refer to section B-1 for estimated and IQC quantities.
- 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 all Tiers. Pricing should reflect the range between the minimum and maximum quantities. Offerors are requested to offer one price per tier representing this entire range.

Meal, Cold Weather (MCW)

Tier One \$ _____

Tier Two \$ _____

Tier Three \$ _____

A pricing spreadsheet for individual component items will be attached to this solicitation. Please contact Michael O at Michael.Olsakowski@dla.mil or Tiendung Nguyen at tiendung.nguyen@dla.mil for further information or for the spreadsheet or if the spreadsheet is needed. This individual component spreadsheet must be included with the offeror's business proposal.

L-5 Additional Submission Requirements

- 1. Food Defense Plan:** In accordance with the Food Defense requirement identified in Section E, the offeror must 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 Troop Support Food Defense Checklist. This plan must be submitted with the offeror's initial offer. Checklist is available at: https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.pdf
- 2. Integrated Pest Program:** Contractors and subcontractors must submit an Integrated Pest Management Plan based on the requirements stated in Section I-4. This plan must be submitted with the offeror's initial

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

offer.

a. A statement on whether service is in-house or provided by an external provider. If service is in-house, a copy of the employee's current pesticide applicator certificate/license shall also be submitted. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.

b. A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.

c. A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.

d. If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)

3. Quality Systems Plan: Contractors must submit a Quality Systems Plan based on the requirements in Section E. This plan must be submitted with the offeror's initial offer.

4. Small Business/Subcontracting Plan (applicable to large businesses only): Contractors must submit a Small Business/Subcontracting Plan based on the requirements stated in Section I-6. This plan must be submitted with the offeror's initial offer.

NOTE: OFFERORS THAT HOLD ANY ACCEPTABLE PLAN(S) MAY NOT BE REQUIRED TO SUBMIT DOCUMENTS FOR THAT PLAN. THE OFFEROR MUST PROVIDE REFERENCE TO THE CONTRACT THAT THE PLANS WERE FOUND ACCEPTABLE WITH ITS CORRESPONDING DATE. DLA TROOP SUPPORT WILL DECIDE WHETHER OR NOT THE REFERENCED PLANS CAN BE ACCEPTED FOR THIS CONTRACT. TO BE CONSIDERED REFERENCED PLANS MUST HAVE BEEN RATED ACCEPTABLE WITHIN TWO YEARS OF THE SOLICITATION CLOSING DATE AND TIME.

Note: Additional submission requirements guidelines can be found at the Troop Support Subsistence website

<https://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality/>

Note: The successful awardee(s) will be required to maintain an acceptable Food Defense Plan, Integrated Pest Management Plan, QSP, and a Small Business/Subcontracting Plan throughout the life of the contract. The awardee(s) must have an Integrated Pest Management Plan, Food Defense Plan, QSP and Small Business/Subcontracting Plan (if applicable) approved by the Contracting Officer prior to contract award.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR****252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS****52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, 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, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) FAR**52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (NOV 2021) FAR****52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST AND PRICING DATA (NOV 2021) FAR**

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

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

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

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

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

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

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

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

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L09 REVERSE AUCTION (OCT 2016)**52.216-1 TYPE OF CONTRACT (APR 1984) FAR**

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

As prescribed in [16.105](#) , complete and insert the following provision

The Government contemplates award of a **Firm Fixed Price - Indefinite Delivery Indefinite Quantity** contract resulting from this solicitation.

(End of provision)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) FAR**L06 AGENCY PROTESTS (DEC 2016)****52.233-2 SERVICE OF PROTEST (SEP 2006) FAR**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Tiendung Nguyen**. [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

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

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. When offers are determined to be technically acceptable for non-price factors the price evaluation will be conducted, and award made based on the overall lowest price to the Government.

M-2 Evaluation Factors for Award (Evaluation Criteria)

Evaluation of MCW PDMs:

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

Natick shall assign an overall quality scale rating to each Initial PDM that it evaluates. The overall rating shall be equal to the mean score of the lowest-rated sensory characteristic category. For each Initial PDM, an overall quality rating of 6.00 through 9.00 shall indicate an acceptable rating and an overall quality rating of 1.00 through 5.99 shall indicate an unacceptable rating.

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

DLA Troop Support shall use Natick's quality scale ratings for each component evaluated to conduct an overall PDM evaluation on an acceptable/unacceptable basis. The evaluation will be based on the number of acceptable/unacceptable ratings received for all the items evaluated. The evaluation by DLA Troop Support will result in an overall acceptable/unacceptable determination, where an offeror must be acceptable in order to be considered for award. To be considered acceptable an offeror can have no more than 3 individual PDMs receiving an unacceptable rating.

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

Vendors shall have one opportunity to correct any deficiencies found during the evaluation of PDMs submitted as part of the initial proposal and have their MCW PDM pass evaluation. Vendors are advised that if they have more than 3 unacceptable PDMs after the second evaluation, their proposal will be determined to be technically unacceptable and they will not be considered for award.

The Government shall, however, require each PDM to be rated overall as "Acceptable" in order to commence production. In a scenario where a vendor has 3 or less unacceptable PDMs, allowing them to pass the overall PDM factor and be acceptable for award, the vendor will be allowed additional opportunities to correct the remaining PDMs prior to commencing production.

Revised or alternative PDMs submitted during negotiations shall be evaluated for the same criteria detailed above.

M-3 Price Evaluation

(i) Price evaluation is based on the unit of issue, Box (BX). Other component prices are obtained for determining the comparison with future alternate components and will be evaluated for balance only. Award will be based on the technically acceptable offer with the lowest, total evaluated price to the Government. The Government will determine the lowest, total evaluated price by multiplying the estimated quantity for this acquisition by the unit price offered for each tier. Then, the estimated prices for the three tiers will be added together to calculate the total evaluated price. The offerors' total evaluated price will be compared to determine the lowest, total evaluated price. The award will be based on the lowest, total evaluated price to the Government.

(ii) The Government will be utilizing Price evaluation preferences for HUBZone Small Business concerns in accordance with FAR 19.1307.

M-4 Additional Submission Requirements

Additional Submission Requirements will be reviewed for acceptability but will not be evaluated for award decision(s).

1. The Food Defense Plan will be reviewed to determine acceptability.
2. The Integrated Pest Management Plan will be reviewed to determine acceptability.
3. The Quality Systems Plan will be reviewed to determine acceptability.
4. The Small Business/Subcontracting Plan (applicable to large businesses only) will be reviewed to determine acceptability.

NOTE: The successful awardee(s) will be required to maintain an acceptable Food Defense Plan, Integrated Pest Management Plan, QSP, and Small Business/Subcontracting Plan (if applicable) throughout the life of the contract. These plans must be approved by the Contracting Officer prior to award.