

SOLICITATION, OFFER AND AWARD 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) RATING PAGE 1 OF 87 PAGES

2. CONTRACT No. 3. SOLICITATION No. SPE3S1-16-R-0008 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 2016 APR 21 6. REQUISITION/PURCHASE No. 1000046862

7. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA CODE SPE3S1 8. ADDRESS OFFER TO (If other than Item 7) See Block 7

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Business Opportunities Office, Bldg 36-2-S until 3:00PM local time 2016-May-09 (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 Candice Campbell PSPTPAE B. PHONE/FAX (NO COLLECT CALLS) Phone: 215-737-7721 FAX: 215-737-3814 C. EMAIL ADDRESS CANDICE.CAMPBELL@DLA.MIL

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OFFER (Must be fully completed by offeror)

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

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

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

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

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

AWARD (To be completed by Government)

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

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

24. ADMINISTERED BY (If other than item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 28. AWARD DATE

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

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SECTION A - SOLICITATION/CONTRACT FORM**SECTION A****A-1**

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

E-mail transmissions are acceptable for any proposal revisions. Candice Campbell (candice.campbell@dla.mil or James Lecollier (james.lecollier@dla.mil) may receive the e-mailed proposal revisions. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, if applicable, will be designated in that request. Submission of proposals and any revisions are subject to the terms of FAR 15.208.

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

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

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

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

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

SECTION B – SUPPLIES OR SERVICES AND PRICES

The items under section B-1, below, are set-aside as follows:

<u>Item(s)</u>	<u>Set-Aside/Unrestricted</u>	<u>NAICS</u>	<u>SB Employee #</u>
0001	Unrestricted as to Business Size Restricted to Contractors that Comprise the Industrial Base	311422	1250
0002	Unrestricted as to Business Size Restricted to Contractors that Comprise the Industrial Base	311422	1250
0003	Unrestricted as to Business Size Restricted to Contractors that Comprise the Industrial Base	311422	1250

B-1 Supplies	Estimated Requirements
Line Description/NSN	

0001 Meal, Ready-to –Eat (MRE), Menus No 1-24, 12 menus per Case (CS) NSN: 8970-00-149-1094 F.O.B. Origin, Type Pack-2	<table style="width:100%; border-collapse: collapse;"> <tr><td>Delivery Period 1</td><td>3,000,000 CS</td></tr> <tr><td>Delivery Period 2</td><td>3,000,000 CS</td></tr> <tr><td>Delivery Period 3</td><td>3,000,000 CS</td></tr> <tr><td>Delivery Period 4</td><td>3,000,000 CS</td></tr> <tr><td>Delivery Period 5</td><td>3,000,000 CS</td></tr> </table>	Delivery Period 1	3,000,000 CS	Delivery Period 2	3,000,000 CS	Delivery Period 3	3,000,000 CS	Delivery Period 4	3,000,000 CS	Delivery Period 5	3,000,000 CS
Delivery Period 1	3,000,000 CS										
Delivery Period 2	3,000,000 CS										
Delivery Period 3	3,000,000 CS										
Delivery Period 4	3,000,000 CS										
Delivery Period 5	3,000,000 CS										

Note: MREs contain 12 menus per case. Each pallet contains 24 Case A menus and 24 Case B menus. Vendors will alternate menu items between Cases in accordance with the technical requirements.

0002 Humanitarian Daily Ration (HDR) Each meal bag is for one person for one day, no beef, pork, poultry, fish or any other animal or animal by-product including animal based cooking fats or oils, except as permitted by this document NSN: 8970-01-375-0516 F.O.B.: Origin, Type Pack-2		<table style="width:100%; border-collapse: collapse;"> <tr><th colspan="2">Ceiling Price</th></tr> <tr><td>Delivery Period 1</td><td>30,000 CS</td><td style="text-align: right;">\$54.32</td></tr> <tr><td>Delivery Period 2</td><td>30,000 CS</td><td style="text-align: right;">\$55.07</td></tr> <tr><td>Delivery Period 3</td><td>30,000 CS</td><td style="text-align: right;">\$55.82</td></tr> <tr><td>Delivery Period 4</td><td>30,000 CS</td><td style="text-align: right;">\$56.57</td></tr> <tr><td>Delivery Period 5</td><td>30,000 CS</td><td style="text-align: right;">\$57.32</td></tr> </table>	Ceiling Price		Delivery Period 1	30,000 CS	\$54.32	Delivery Period 2	30,000 CS	\$55.07	Delivery Period 3	30,000 CS	\$55.82	Delivery Period 4	30,000 CS	\$56.57	Delivery Period 5	30,000 CS	\$57.32
Ceiling Price																			
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Delivery Period 3	30,000 CS	\$55.82																	
Delivery Period 4	30,000 CS	\$56.57																	
Delivery Period 5	30,000 CS	\$57.32																	

Note: HDRs contain 10 menus per Case. The Ceiling Price is the maximum unit price the Government will pay for each HDR.

0003 Meal, Individual Pork Free Menus No 1-12, 12 menus per Case NSN: 8970-01-623-9560 F.O.B. Origin, Type Pack-2	<table style="width:100%; border-collapse: collapse;"> <tr><td>Delivery Period 1</td><td>150,000 CS estimated</td></tr> <tr><td>Delivery Period 2</td><td>150,000 CS estimated</td></tr> <tr><td>Delivery Period 3</td><td>150,000 CS estimated</td></tr> <tr><td>Delivery Period 4</td><td>150,000 CS estimated</td></tr> <tr><td>Delivery Period 5</td><td>150,000 CS estimated</td></tr> </table>	Delivery Period 1	150,000 CS estimated	Delivery Period 2	150,000 CS estimated	Delivery Period 3	150,000 CS estimated	Delivery Period 4	150,000 CS estimated	Delivery Period 5	150,000 CS estimated
Delivery Period 1	150,000 CS estimated										
Delivery Period 2	150,000 CS estimated										
Delivery Period 3	150,000 CS estimated										
Delivery Period 4	150,000 CS estimated										
Delivery Period 5	150,000 CS estimated										

Note: Price evaluation is based on the unit of issue – i.e. case. Other component prices are only obtained for comparison with future alternate components and will not be used for award decision

Note: Delivery Periods are defined under Section F-1.

B-2 Indefinite Quantity Contracts (IQCs)/Multiple Sourcing:

1. The quantities shown in section B-1 represent the estimated annual quantities for each item, i.e., those quantities expected to be ordered in each program year. For the entire solicitation, the overall minimum quantities and overall maximum quantities for each line item are as follows:

ITEMS	Government Overall	Government Overall	Government Overall
	Minimum Requirement (GOMR)		Maximum (GOMAX)
0001 MRE Assembly	2,500,000 Cases		37,500,000 Cases
0002 HDR	30,000 Cases		3,750,000 Cases
0003 Meal, Individual Pork Free	Not applicable*		Not applicable*

The Government Overall Minimum Requirement (GOMR) is the total guaranteed minimum under this solicitation and will be apportioned among the resulting IQCs. The GOMAX is the total maximum that can be ordered under this solicitation without using the surge option provisions.

The GOMR and GOMAX quantities will apply to all resulting IQCs combined. Thus, the GOMR will be allocated based on the evaluation procedures spelled out in section M (i.e. the guaranteed minimum for each resulting IQC will depend on how the GOMR is allocated).

* **Note:** Item 0003 does not have its own GOMR or GOMAX. Instead, orders of item 0003 will apply toward the GOMR and GOMAX of item 0001 because item 0003 is just a specific type of MRE.

2. Pricing for line item 0001 shall be offered in 5% increments as follows:

GOMR Quantity Tiers (% of 2,500,000 cs)	Price
20% (500,000 cs)	Offerors are required to submit prices on the attached spreadsheet found at Section L-6
25% (625,000 cs)	
30% (750,000 cs)	
35% (875,000 cs)	
40% (1,000,000 cs)	
45% (1,125,000 cs)	
50% (1,250,000 cs)	

3. Please see Section M-4 (c) for pricing for line item 0002.

B-3 General Information:

The resulting contract(s) will have a five-year term. The effective period of the contract(s) will be from date of award through five (5) years after date of award. The contract(s) will include five, one-year delivery periods. For more information on each delivery period, see section F-1. Each contract will provide for item 0001 - MRE, item 0002 - HDR and item 0003 - Meal, Individual Pork Free. The Government intends to issue at least one delivery order for each delivery period.

A plan to address the Surge and Sustainment (S&S) requirements is required for this solicitation. Offerors are required to provide the S&S capability assessment plan (CAP) providing the surge capability numbers they will produce under a surge situation. To that end, offerors should refer to the S&S language in section I.

B-4 New Items:

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

B-5 Meal, Ready-to-Eat (MRE) Component Items:

MRE contractors shall supply the following components in item 1 as contractor furnished materials (CFM). CFM material is defined as components listed below in paragraph 1 and paragraph 2:

1. The 24 entrees are as follows:

- Beef Patty, Grilled, Jalapeno Jack
- Beef Ravioli in Meat Sauce
- Beef, Shredded, in Barbeque Sauce
- Beef, Southwest Style and Black Beans, w/Sauce
- Beef Stew
- Beef Strips, Asian Style, w/Vegetables

Beef Taco Filling
 Brisket Entrée
 Cheese Tortellini in Tomato Sauce
 Chicken Burrito Bowl
 Chicken Chunks, White
 Chicken, Noodles and Vegetables, in Sauce
 Chicken Pesto Pasta
 Chili and Macaroni
 Chili w/ Beans
 Creamy Spinach Fettuccini
 Elbow Macaroni in Tomato Sauce
 Hash Brown Potatoes w/ Bacon, Peppers and Onions
 Meatballs in Marinara Sauce
 Mexican Style Chicken Stew
 Pork Sausage Patty, Maple Flavored
 Spaghetti w/Beef and Sauce
 Tuna, Chunk, Light, Water, Lemon Pepper
 Vegetable Crumbles w/ Pasta in Taco Style Sauce

2. The following components shall be supplied:

Black Beans, Seasoned
 Cornbread
 Granola, w/Milk and Blueberries
 Italian Bread Sticks
 Multigrain Snack Bread
 Potatoes, Au Gratin
 Potatoes, Mashed, Garlic
 Rice and Beans, Santa Fe Style
 Cobbler, Cherry Blueberry
 Cranberries, Osmotically
 Raisins, Osmotically Dried
 Almonds, Unblanched, Barbeque Flavored
 Almonds, Unblanched, Smoke Flavored
 Beef Snacks, Strips, Cured, Smoked
 Beef Snacks, Sticks, Cured, Fermented, Teriyaki
 Cashews, Halves, Jalapeno
 Cinnamon Bun
 Cookies, Sugar, Patriotic
 Corn Kernels, Barbeque
 Corn Kernels, Plain
 Crackers, Fortified, Plain
 Crackers, Fortified, Veg
 Crackers, Cheese Filled, Cheddar
 Crackers, Cheese Filled, Pepperoni Pizza
 Dessert, Pudding Chocolate
 Dessert, Pudding Vanilla
 Filled French Toast
 First Strike Energy Bar, Apple Cinnamon
 First Strike Energy Bar, Chocolate
 First Strike Energy Bar, Cran-Raspberry
 Nuts and Raisins w/ Pan Coated Choc Disks
 Peanuts, Dry Roasted, Salted
 Pretzel, Sticks
 Pretzels, Cheddar, Cheese Filled
 Pretzels, Nuggets, Honey Mustard and Onion
 Snack Crackers, Baked, Cheddar Cheese
 Snack Crackers, Baked, Hot and Spicy Cheese
 Toaster Pastry, Chocolate Chip, Frosted
 Toaster Pastry, Brown Sugar Cinnamon, Frosted
 Trail Mix, Recovery
 Turnover, Apple Filled

CONTINUED ON NEXT PAGE

Candy, Licorice, Cherry, Bite Size
 Candy, Mint Rings, Peppermint
 Candy, Pan-Coated, Fruit Flavored Disks, Berry
 Candy, Pan-Coated, Fruit Flavored Disks, Sour
 Candy, Pan-Coated, Fruit Flavored Original
 Candy, Pan-Coated, Choc Disks
 Candy, Pan-Coated, Chocolate w/Peanut Butter
 Candy, Pan-Coated, Choc Disks, Choc w/Peanuts
 Candy, Toffee, Rolls, Chocolate Flavored
 Chocolate Protein Drink Powder
 Bag, Beverage, Hot, Zip-lock Polybag
 Hot Sauce
 Hot Sauce, Buffalo Style
 Hot Sauce, Chili and Lime
 Ketchup, Tomato, Regular
 Mustard, Prepared, Yellow
 Insert Card, Paperboard
 Pepper, Red, Crushed
 Flameless Heater, for MRE, for ration assembly only;
 Sleeve, Paperboard, SSP
 Spoon, Picnic Plastic, High Impact
 Chewing Gum, Tablet, Sugar-free, Peppermint
 Chewing Gum, Tablet, Sugar-free, Cinnamon
 Coffee, Spray Dried, Agglomerated or freeze Dried
 Hand Cleaner Towelette, Unscented
 Matches, Safety
 Paper, Toilet Tissue, Sheet Form Packet
 Salt, Table Iodized, Fine Granulated or Evaporated
 Sugar, Refined Granulated, Cane or Beet
 Sugar Substitutes, Non-Carbohydrate, Sucralose

In addition to the above CFM, MRE assembly contractors shall provide all services and materials not specifically designated as Rations National Contract (RNC) items, which are necessary for the required assembly, palletization and unitization of completed cases and for the loading, blocking and bracing of complete pallets onto shipping conveyances. RNC components are listed on page 24.

Components will be assembled into menus 1-24 for the MRE as specified in ACR-M-37, 1 December 2015 w/Change 01 24 March 2016.

B-6 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 shall be identical. The approval of any PDM will not constitute a waiver of the requirement that all delivered product must meet all other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements unless specifically stated by the Contracting Officer. The Contractor shall be responsible for the shipment of PDM samples to Natick, to DLA Troop Support, and as required, to Government Quality Assurance Representatives (GQAR).

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

Initial PDM:

CONTINUED ON NEXT PAGE

PDMs must be submitted prior to the close of the solicitation and found to meet the standards as referenced elsewhere in the solicitation. Refer to Sections L and M for submission and evaluation instructions for PDMs. Offerors shall 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.

New PDM:

During the course of contract performance, new items may be introduced for delivery during the next delivery period. PDMs are required for all new food items and shall be submitted 45 days prior to end of the current delivery period and the start of the delivery period in which the new items will be incorporated into the MRE. If approved product technical requirements documents for new food items are not available to meet this requirement, PDMs shall be submitted within 30 days from the date the requirements document is published. Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s).

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 noncomparable to one or more observable characteristics of the production standard.

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

The contractor shall bear all expenses incident 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:

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

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

Submission Process for New, Replacement, and Replenishment PDMs:

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

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

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

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

Product Demonstration Model
Contract Number

CONTINUED ON NEXT PAGE

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

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

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

For items requiring Government origin inspection:

a. The contractor shall submit a total of 70 New or Replacement PDMs to the cognizant GQAR for Government use. In this instance, the offeror shall advise the Government inspector that the offeror is about to prepare PDMs prior to production of the PDMs and shall obtain a signed statement from the inspector confirming possession of the PDMs and identifying the PDMs as from the same production lot as those submitted to Natick. The contractor shall submit this statement(s) along with 4 PDMs to DLA Troop Support (c/o the applicable Contract Specialist). These 4 PDMs must come from the same product-code as those submitted to Natick and to the USDA GQAR.

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

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

Evaluation Process for New, Replacement, and Replenishment PDMs:

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

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

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

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

CONTINUED ON NEXT PAGE

SECTION C, D and E

Sections C, D and E are part of this solicitation and have been incorporated into a technical data package due to the volume of material contained therein and for ease of use by the technical/quality assurance community (See attachments labeled Tab 1-6).

Tab One:

ACR-M-37, 1 December 2015 w/Change 01 24 March 2016.

Tab Two:

MIL-PRF-44073 Packaging of Food in Flexible Packages

Tab Three:

Section C - MRE Description/ Specification

Technical data for MRE assembly and for Contractor Furnished Material (CFM) components

C - 1 - Technical Data for Assembled MRE

C - 2 - Technical Data for Contractor Furnished Material (CFM) components

Tab Four:

Section D - MRE Packaging and Marking

Packaging requirements for assembled MREs and CFM component items

Part I - Technical Data for MRE Assembly

Part II – Technical Data for Contractor Furnished Material (CFM) components

Tab Five:

Section E – MRE Inspection and Acceptance

Inspection and Acceptance requirements for Assembled MREs and CFM components

Tab Six:

Humanitarian Daily Ration (HDR) specification requirements

CONTINUED ON NEXT PAGE

SECTION F – DELIVERIES/PERFORMANCE**F-1 Item 0001 MRE Assembly/Item 0002 HDR/Item 0003 Meal, Individual Pork Free:**

a. MRE Assembly:

Deliveries during the first delivery period shall be from January 01, 2017 through December 31, 2017 in equal monthly quantities. Deliveries during the second delivery period are scheduled for January 01, 2018 through December 31, 2018. Deliveries during the third delivery period are scheduled for January 01, 2019 through December 31, 2019. Deliveries during the fourth delivery period are scheduled for January 01, 2020 through December 31, 2020. Deliveries during the fifth delivery period are scheduled for January 01, 2021 through December 31, 2021.

In order to maintain a warm production base and continuous delivery the following is provided: At contract award and prior to the beginning of each delivery period, the Government intends to issue a delivery order for the estimated requirements referenced in B-1. Each delivery order will be competed among the offerors/awardees as provided in this solicitation. Deliveries under each order will be scheduled separately and will occur over a 12 month period. The delivery date for each monthly delivery line will be the last working day of the month*.

*The contractor may begin delivery at any time during the month the line is due.

Note: The delivery times are planned; however, operational situations may require deviation from the plan, although the overall objective of continuous production should still be achieved.

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

b. HDR:

Delivery schedule as specified in accordance with the provision for Contract and Delivery Order Limitations on page 34.

c. Meal, Individual Pork Free:

Delivery schedule as specified in accordance with the provision for Contract and Delivery Order Limitations on page 34.

F-2 RNC Component Items:

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

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

F-3 Electronic Transmissions:

It is anticipated that the shipping of MRE final cases will be done electronically as follows:

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

F-4 Section F Deliverables

The following deliverables are required under any contract resulting from this solicitation. These deliverables are not separately priced:

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- Receipt/Inspection Paperwork: Must be sent with the delivery or emailed/faxed to the ordering entity upon receipt.
- Bi-annual Prompt Payment Discount report: Due every 6 months (Section H-2)
- On-Hand Inventory/Work-in-Process Reports: Due by the 7th of each month for the previous month's data (Section H-9)
- Physical Inventory: Due 14 days after contract delivery year completion (Section H-9)
- Monthly Damage Reports (DLA Troop Support form 2651): Due by the 7th of each month for the previous month's data (Section H-9)
- Final Reconciliation: Due 30 days after completion of contract delivery year (Section H-9)
- Annual CFM price lists: Due 30 days after the start of a new contract delivery year.
- Production Progress Reports (DD form 375/375C): As required by ACO/PCO (Section H-8)
- Nutritional Analysis: As required in accordance with Section C-3 COMPONENTS, para 2.

F-5 Variation in Quantity

During the final delivery in an assembly period, the contractor may be required, at the determination of the Contracting Officer, to assemble and deliver additional cases consistent with the number of components and packaging materials available, and with any substitutions or changes that may be authorized by the Contracting Officer.

F-6 Section F Provisions

Delays in Shipment of Products Requiring United States Department of Agriculture (USDA) Laboratory Analysis

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

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

Example:

RDD	Shipping date	Receipt of analysis	Adjusted RDD
30 Nov	27 Nov	28 Nov	1 Dec

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

- (1) The Contractor notifies the USDA Inspector to mail the reserve sample within one day after the Contractor is notified of results on the original sample (if notification is received on Saturday, the reserve sample is to be mailed no later than the next business day), and
- (2) The reserve sample is in compliance with specifications.

Shipments Direct To Port Terminals for Export

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

(b) Transportation control number (TCN).

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

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

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

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

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

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

(c) Notice of shipment.

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

(d) Advance notice of proposed shipment.

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

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

(9) Name of Contractor.

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

(e) Documentation to accompany all seavan shipments.

Four copies of a document showing the contents of the van, and including the words "date stuffed" with such date, will be placed in a waterproof envelope marked "milstamp documentation" and attached either to the interior of the loading door of the van or to one of the packages visible immediately upon opening. (This document may be any one of the following: contract, delivery order, packing/loading list, DD Form 250, transportation control and movement document (TCMD), bill of lading or other document which identifies the contents.)

F-7 Section F Clauses

52.211-17 Delivery of Excess Quantities (SEP 1989)

52.242-15 Stop-Work Order (AUG 1989)

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

52.247-32 F.O.B. Origin, Freight Prepaid (FEB 2006)

52.247-52 Clearance and Documentation Requirements -- Shipments to DoD Air or Water Terminal Transshipment Points (FEB 2006)

52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)

52.247-59 F.O.B. Origin -- Carload and Truckload Shipments (APR 1984)

52.247-65 F.O.B Origin, Prepaid Freight -- Small Package Shipments (JAN 1991)

NOTICE: The following clause is incorporated in full text:

252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

(a) This clause implements section 884 of the National Defense Authorization Act for Fiscal Year 2009 (Pub. L. 110-417).

(b) Unless an exception is authorized by the Contracting Officer, the Contractor shall pass through any motor carrier fuel-related surcharge adjustments to the person, corporation, or entity that directly bears the cost of fuel for shipment(s) transported under this contract.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, with motor carriers, brokers, or freight forwarders.

SECTION G – CONTRACT ADMINISTRATION DATA

G-1 Contract Administration:

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

G-2 Correspondence:

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

G-3 Invoices:

See DFAR clauses 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012) and 252.246-7000 Material Inspection and Receiving Report (MAR 2008).

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Section H – Special Contract Requirements

DLA Troop Support will establish Rations National Contracts (RNCs) with component manufacturers, and will authorize the MRE assemblers to order directly from the RNCs in lieu of DLA providing the components as Government Furnished Material (GFM). The RNCs will establish the component prices, but the assemblers will order and pay for the material directly. The assemblers will have full control over when to order, how much to order, and will have full responsibility for the supply chain and inventory.

Terms and conditions of the individual component contracts (i.e. RNCs) shall prevail in case of a conflict between the individual contracts and contract(s) resulting from this solicitation.

H-1 Ordering RNC Components

Orders shall be placed with no less than a 60 day lead time, and must be placed in economic production quantities, unless the component contractor concurs and there is no additional cost.

Orders may be cancelled partially or in total within 15 days of order placement for any reason. Any cancellation after 15 days may only be accepted with the express consent of the component contractor.

Component prices will be based on FOB Destination. Acceleration or delay of any delivery may only occur at no additional cost to the Government and with the consent of the component contractor. Additionally, deliveries must be scheduled to take advantage of economical shipping containers/rates.

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

COMPONENT	ALLOWABLE LOSS
Peanut Butter, Jellies, Jams, and Cheese Spread	.01%
Retort Items	.1 %
Cocoa, Beverage Items	.03 %
Bakery Items	.05 %
Accessory Components	.03 %

The loss allowable rate will be applied against the unit net receipts under the resultant contracts; i.e., total shipments and residual transfers receipted minus any GFM transfer shipments out. See Section H-9 for reporting damages to GFM components.

H-2 Payments

Payment to the component contractor shall be made promptly in accordance with the terms and conditions of the component contract. If a prompt payment discount is provided, then the assembly contractor should pay in accordance with the discount terms. If such a payment is made, the assembly contractor may keep 50% of the discount savings. The assembly contractors will notify DLA Troop Support of prompt payments biannually (every 6 months) beginning when the first delivery order is issued. A Modification for a credit memo will then be issued to deduct the discount amount from the next payment to the assembler.

The contractor must submit a detailed report explaining payment to the Government. Specifically, the report must include, at a minimum, the following information for each payment for which the contractor received a prompt payment discount:

- (1) when each payment was due and when the payment was made,
- (2) the name of the RNC contractor providing each discount, and
- (3) the amount of the discount for each payment.

The Government reserves the right to audit the contractor's records to verify compliance with this requirement.

Remaining GFM at the end of MRE 36 that can be transferred to the next MRE year will be sold to the assembly contractor at the unit price paid by the Government. A modification for credit memo will be issued when all parties have agreed on the final cost of the sale of the residual GFM material. Such transfer will occur after MRE 36 has been completed and a final wall to wall inventory and reconciliation is completed. Government representatives will be present for verification purposes.

Note: Excess/residual components may be transferred to the next MRE year subject to approval by the Contracting Officer.

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It is anticipated that economic price adjustment (EPA) terms will be used in some of the component contracts (i.e. the RNCs). If any adjustment is made to component prices they will be furnished to the assembly contractor to be used in developing prices for any follow on delivery orders. If the EPA is made after prices for follow-on delivery orders are established the assembly contract price will be modified to reflect EPA price changes. A lump sum adjustment will be made for deliveries that have been completed and the unit price will be adjusted for all remaining deliveries.

H-3 Replacement of Defective Components (GFM components, if applicable):

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

H-4 Storage of Component Items: (Applies to both RNC and CFM)

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

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

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

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

H-6 Bulk Component Packaging: (Applies to both RNC and CFM)

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

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

H-7 Subassemblies: (Applies to both RNC and CFM)**CONTINUED ON NEXT PAGE**

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

H-8 Title of Containers and Packaging Materials: (Applies to RNC)

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

H-9 Special Provisions – While not anticipated, if for any reason GFM is utilized, this provision will be applicable to the assembly contractor.

a. Applicable GFM Components:

Beverages: Cocoa, Cocoa-Hazelnut, Creamer-Non Dairy, Cappuccino, (French Vanilla, Irish Cream, Mocha); Type I: Fruit Punch, Grape, Lemon-Lime, Orange; Type II: Lemon-Lime, Tropical Punch, Orange Formula D; Type III: Cranberry, Lemonade, Raspberry, Orange

Bakery: Cookies: Chocolate Chip, Oatmeal-Chocolate Chunk, Oatmeal-Plain; Cake: Applesauce, Carrot, Lemon Poppy Seed, Marble, Spice, Vanilla; Assort: Chocolate Banana Nut Muffin Top, Maple Muffin Top, Tortillas Plain, Tortillas, Chipotle, Wheat Snack Bread, Wheat Snack Bread Twin Pack

Spreads: Cheese Spread (Plain, Bacon, Jalapeno); Jam (Strawberry, Blackberry); Jelly (Grape, Apple) Peanut Butter (Regular, Chunky, Chocolate), BBQ Sauce, Fat Free Mayo, Table Syrup

Fruit: Applesauce (Raspberry, Carb Enhanced, Mango-Peach Puree), Mixed Fruit, Pears sliced or diced, Spiced Apple pieces

b. Delivery/Inspection of GFM Components:

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

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

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

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

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

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

b. Use of GFM Components:

1. Definitions:

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

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

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

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

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

f. "Transportation damage" is defined as that damage that occurs after leaving the manufacturer's plant, in transit to the assembler or prior to reaching the assembly contractors loading dock.

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

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

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

COMPONENT	ALLOWABLE LOSS
Peanut Butter, Jellies, Jams, and Cheese Spread.	01%
Retort Items	.1%
Cocoa, Beverage Items	.03%
Bakery Items	.05%
Accessory Components	.03 %

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

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

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

GFM as of 30 April 2011:

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

Section H-9 Defective Qty Def: Qty Replaced:

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

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

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

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

Liability shall be calculated as follows:

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

2. Additionally, the contractor shall prepare a final reconciliation as described below and provide this report to the PCO and ACO within 30 calendar days from completion of each contract delivery period as described in Section F-1a. For the purpose of the final inventory reports, contract completion shall be the date the final assembled case is produced and accepted. Failure to comply with these timely submissions may result in the following:

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

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

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

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

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

5. If the contractor's assembler damage exceeds the allowable loss percentage for an item, the contractor will reimburse the Government. The contractor's liability will be calculated as follows: the unit price or weighted average price of the component multiplied by the number of units in excess of the allowable loss. The monetary loss of any one component due to excessive damage cannot be reduced by the savings from another component. Therefore, if the total dollar value of the contract damages (computed as the sum of the total dollar value of the damages allowed for each individual GFM item) is less than the total dollar value of the damages allowed under the contract, but various individual component items were damaged over the allowable tolerance, the contractor is still liable for the cost of these individual component damages. However, for homogeneous items offsets may be taken. Offsets will be calculated on a value basis as described above. For example, if the actual losses for cheese spread have exceeded the allowable losses but the actual losses for peanut butter, a homogeneous item, are less than the allowable loss quantity, the dollar difference between the actual and allowable losses for peanut butter can be applied to the value of the excess losses of cheese spread to reduce the contractor liability for the cheese spread. This procedure is allowed only for homogeneous items.

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

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

- Spreads: Peanut Butter and cheese spreads
- Jelly/Jams: All types.
- Sugar Beverage Base: All Flavors
- Sugar Free Beverage Base: All Flavors
- Carb Electrolyte Beverage Base: All Flavors
- Cappuccino: All Flavors
- Cocoa: All Flavors
- Cakes: All Flavors
- Wet Pack Fruit: All Flavors (except spiced apple)

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

f. Government Liability for Delinquent Components: The Government will not be liable for assembly delays due to non-availability of GFM components if the MRE assembler does not advise the Contracting Officer in writing at least 10 days prior to such non-availability. If, despite proper notification, a final assembly shutdown occurs solely due to the lack of GFM components, the Government shall only be liable for 1) additional and unavoidable direct costs incurred by the contractor as a result of the shutdown, and 2) unabsorbed indirect costs (i.e. manufacturing, Overhead or General & Administrative) incurred by the contractor solely due to the shutdown causing performance to be completed outside the timeframe required by a delivery order(s).

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g. The contractor will, if required, continue to store, handle and prepare for shipment or dispose of residual GFM, at no cost to the Government, for a period of ninety (90) calendar days after agreement to the final inventory reconciliation has been reached between the contractor and the Government. In the event the contractor storage of GFM exceeds this period, the Government will only be liable for those additional and direct costs incurred by the contractor as a result of this extended storage. Disposition will be in accordance with instructions from the Contracting Officer. The property administrator designated for this contract will be located at the assigned DCMA activity.

H-10 Distribution of Production Progress Reports:

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

H-11 Retort Pouches

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

H-12 Mandatory Economic Evaluation

There will be a mandatory economic evaluation adjustment with respect to prime contractor's selection of subcontractors which utilize Government Furnished Equipment to manufacture MRE menu bags to be delivered under this contract.

The contractor shall, when considering potential sources to subcontract any portion of the work required in this contract to any other source, apply the following economic adjustment in its evaluation of prospective subcontracting sources:

Whenever a proposal, bid, offer or other arrangement is considered by the contractor in which Cadillac Products Inc. ("Cadillac") is to manufacture MRE menu bags utilizing Government furnished equipment (GFE), to be delivered to the Government under this contract, the contractor shall add 2% to the offered unit price to obtain a total evaluated unit price. The contractor shall consider the total evaluated unit price as if it had been the unit price originally offered for the purposes of selecting a subcontracting source, to the extent that price is considered among competing offers for the same subcontracting opportunity. The provisions of this paragraph are intended to offset a competitive advantage as a result of Cadillac's possession of GFE that other competitors do not have the benefit of utilizing. The provisions of this paragraph shall not be construed to require a prime contractor to select subcontracting sources on the basis of price alone (i.e. other factors may be considered), nor shall the provisions of this paragraph be construed to require that price be accorded a particular level of importance relative to the consideration of other factors in the prime contractor's decision in selecting a particular subcontracting source.

H-13 Evaluation Factors for Delivery Orders Placed After the Initial Delivery Order for MRE Assembly (item 0001):

a.) After ordering the GOMR quantity, as apportioned among the resulting contracts for MRE Assembly, the Government is under no obligation to order any additional quantities from any contractor. In accordance with FAR 16.505(b)(1), all contractors will be given a fair opportunity to be considered for each delivery order, if any, placed after the initial delivery order for the GOMR quantity.

b) It is anticipated that a delivery order will be issued to one or more of the three contractors each delivery period after the first delivery period. The requirements covered by each delivery order will be apportioned among the contractors using the following delivery order award procedure, which is designed to maintain the industrial base. When delivery orders after the initial delivery order are contemplated, tiered pricing will be requested in accordance with the following format:

Pricing Tiers		Delivery Order Quantity		Tier Quantities
20%	x	2,500,000	=	500,000 cs
25%	x	2,500,000	=	625,000 cs
30%	x	2,500,000	=	750,000 cs
35%	x	2,500,000	=	875,000 cs
40%	x	2,500,000	=	1,000,000 cs
45%	x	2,500,000	=	1,125,000 cs
50%	x	2,500,000	=	1,250,000 cs

Note: Quantities shown are for example only. Actual quantities will be provided if and when an additional delivery order will actually be issued and a request for pricing is issued to the contractors.

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c) Other delivery orders for various quantities may also be issued during any of the delivery periods. For these delivery orders, submitted pricing will be based on the quantities requested. The determination as to the number of awards to be made for delivery orders will be based on the following: circumstances of the individual order, the quantity of the individual requirement, and maintaining properly balanced sources of supply for meeting the unique requirements of the operational ration acquisition program in the interest of industrial mobilization.

d) The award of all delivery orders after the initial delivery order will be determined based upon a separate evaluation of the factors and subfactors listed below. Award and, if applicable, allocations of requirements will be based on a determination of best value to the Government considering price and other specified factors. It is the Government's intent to evaluate each delivery order based on the overall lowest price. However, the Government reserves the right to evaluate past performance in addition to price. For those delivery orders where the Government has determined to evaluate past performance, it will be substantially more important than price. The Government will utilize adjectival ratings for those evaluations.

For each delivery order pricing request, the following factor shall always be used for evaluation.

- 1.) Price (for the requirements on individual delivery order being considered)

For those delivery orders that identify past performance as an evaluation factor, the following factor and subfactors shall be used.

- 2.) Performance under the contract with respect to:
 - a) Quality, and
 - b) Delivery

The performance period that will be evaluated will be specified in the request for additional delivery order pricing.

- e) The Government reserves the right to include options in the solicitation for subsequent delivery orders.

H-14 Evaluation Factors for Delivery Orders Placed After the Initial Delivery Order for HDR (item 0002):

In accordance with FAR 16.505(b)(1), all offerors will be given a fair opportunity to be considered for each delivery order, if any, placed after the initial delivery order for the GOMR quantity. The award of all delivery orders after the initial delivery order will be determined based upon the following variables:

Best Lead Time-because these items are often required in response to emergency requests, delivery in these instances is of primary importance. If delivery is not the driving factor in placing additional orders then price will become of prime importance.

Price-offers below the ceiling price will receive greater consideration than offers at the ceiling price.

Quantity-generally multiple awards are preferred. However, if the quantity would result in an uneconomical production run as the result of two or more delivery orders then a single delivery order to one firm will be issued.

The Government reserves the right to include options in the solicitation for subsequent delivery orders.

When new HDR requirements are received, the assemblers will be prompted to submit their best delivery and price information. The Contracting Officer will determine the award of additional HDR quantities based on an evaluation of the delivery and price information submitted by the assemblers. Contractors will be advised of the relative importance of delivery and price when requests for delivery and price information are made.

H-15 Meal, Individual Pork Free (item 0003):

The award of each additional order, if any, beyond the initial delivery order for the GOMR quantity will be determined on a rotating basis to all 3 Assemblers, as long as the offered price is competitive.

Note: Quantities for the Meal, Individual Pork Free (item 0003) are not in addition to the MRE GOMR quantity of 2.5 million cases, but are part of 2.5 million cases. In other words, item 0003 does not have its own GOMR or GOMAX. Instead, orders of item 0003 will apply toward the GOMR and GOMAX of item 0001 because item 0003 is just a specific type of MRE

SECTION I – CONTRACT CLAUSES

I-1- Contract Provisions

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Production Facility Changes

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

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

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

Food and Drug Administration (FDA) Compliance - DLA Troop Support and Subsistence

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.

Contract and Delivery Order Limitations

(a) Delivery orders will specify delivery no less than 60 days from the date of order. Changes or cancellations to delivery orders may be made by giving the contractor notice no less than 2 days (remembering that days are always calendar days unless otherwise defined) before the required delivery date.

(b) Maximum Contract Limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is MRE - 37,500,000 cs; HDR - 3,750,000 cs, exclusive of surge option quantities.

I-2 – Contract Clauses Incorporated by reference and in full text

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

52.202-1 Definitions (NOV 2013)

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to The Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (MAY 2014)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

52.203-14 Display of Hotline Poster(s) (OCT 2015)

252.203-7000 Requirements Relating to Compensation of Former DOD Officials (SEP 2011)

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-16-R-0008	PAGE 24 OF 87 PAGES
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252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013) DFARS
 252.203-7003 Agency Office of the Inspector General (DEC 2012) DFARS
 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
 52.204-7 System for Award Management (JUL 2013)
 252.204-7003 Control of Government Personnel Work Product (APR 1992) DFARS
 252.204-7004 Alternate A, System for Award Management (FEB 2014) DFARS
 252.225-7048 Export-Controlled Items (JUNE 2013) 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)
 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
 52.209-09 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (OCT 2015) DFARS
 52.210-01 Market Research (APR 2011)
 52.211-5 Material Requirements (AUG 2000)
 52.211-15 Defense Priority and Allocation Requirement (APR 2008)
 252.211-7006 Passive Radio Frequency Identification (SEPT 2011) DFARS
 252.211-7007 Reporting of Government-Furnished Property. (AUG 2012) DFARS
 52.211-9010 Shipping Label Requirements – Military Standard (MIL-STD) 129P (APR 2014) DLAD
 52.211-9014 Contractor Retention of Traceability Documentation (AUG 2012) DLAD
 52.215-2 Audit and Records Negotiation (OCT 2010)
 52.215-8 Order of Precedence -- Uniform Contract Format (OCT 1997)
 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications (AUG 2011)
 52.215-13 Subcontractor Cost or Pricing Data – Modifications (OCT 2010)
 52.215-14 Integrity of Unit Prices (OCT 2010)
 52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)
 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
 52.215-19 Notification of Ownership Changes (OCT 1997)
 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 2010)
 252.215-7000 Pricing Adjustments (DEC 2012) - DFARS
 52.219-9 Small Business Subcontracting Plan (OCT 2015)
 52.219-16 Liquidated Damages -- Subcontracting Plan (JAN 1999)
 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (MAR 2016) DFARS
 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
 52.222-19 Child Labor- Cooperation With Authorities and Remedies (FEB 2016)
 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (MAY 2014)
 52.222-21 Prohibition of Segregated Facilities (APR 2015)
 52.222-26 Equal Opportunity (APR 2015)
 52.222-35 Equal Opportunity for Veterans (OCT 2015)
 52.222-36 Equal Opportunity for Workers With Disabilities (JUL 2014)
 52.222-37 Employment Reports on Veterans (OCT 2015)
 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) DFARS
 52.222-50 Combating Trafficking in Persons (MAR 2015)
 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
 52.223-6 Drug-Free Workplace (MAY 2001)
 252.223-7001 Hazard Warning Labels (DEC 1991)
 52.225-8 Duty Free Entry (OCT 2010)
 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
 252.225-7001 Buy American Act and Balance of Payments Program (NOV 2014)
 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 2012) DFARS
 252.225-7012 Preference for Certain Domestic Commodities (FEB 2013) DFARS
 252.225-7031 Secondary Arab Boycott of Israel (JUN 2005) DFARS
 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000)
 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, Native Hawaiian Small Business Concerns (SEP 2004) DFARS
 52.227-1 Authorization and Consent (DEC 2007)
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
 52.227-3 Patent Indemnity (APR 1984)
 52.229-3 Federal, State, and Local Taxes (FEB 2013)
 52.230-2 Cost Accounting Standards (OCT 2015)
 252.231-7000 Supplemental Cost Principles (DEC 1991) DFARS
 52.232-1 Payments (APR 1984)

52.232-8 Discounts for Prompt Payment (FEB 2002)
 52.232-11 Extras (APR 1984)
 52.232-17 Interest (MAY 2014)
 52.232-23 Assignment of Claims (MAY 2014)
 52.232-25 Prompt Payment (JUL 2013)
 52.232-33 Payment by Electronic Funds Transfer—System for Award Management. (JUL 2013)
 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012) DFARS
 252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013) DFARS
 252.232-7010 Levies on Contract Payments (DEC 2006) DFARS
 52.233-1 Disputes (MAY 2014)
 52.233-3 Protest After Award (AUG 1996)
 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
 52.242-13 Bankruptcy (JUL 1995)
 52.242-17 Government Delay of Work (APR 1984)
 252.242-7004 Material Management and Accounting System (MAY 2011) DFARS
 52.243-1 Changes -- Fixed Price (AUG 1987)
 52.243-6 Change Order Accounting (APR 1984)
 252.243-7001 Pricing of Contract Modifications (DEC 1991) DFARS
 252.243-7002 Requests for Equitable Adjustment (DEC 2012) DFARS
 52.244-5 Competition in Subcontracting (DEC 1996)
 52.244-6 Subcontracts for Commercial Items (FEB 2016)
 252.244-7000 Subcontracts for Commercial Items and Commercial Components (JUN 2013) DFARS
 52.245-9 Use and Charges (APR 2012)
 52.246-2 Inspection of Supplies -- Fixed-Price (AUG 1996)
 52.246-15 Certificate of Conformance (APR 1984)
 52.246-16 Responsibility for Supplies (APR 1984)
 52.246-23 Limitation of Liability (FEB 1997)
 252.246-7000 Material Inspection and Receiving Report (MAR 2008) DFARS
 252.246-7003 Notification of Potential Safety Issues (JUN 2013) DFARS
 52.246-9000 Certificate of Quality Compliance (DEC 1994) DLAD
 52.246-9002 Product Certification and Test Report(s) (Metals) (JUL 2008) DLAD
 52.246-9008 Inspection and Acceptance at Origin (NOV 2011) DLAD
 52.246-9013 Contractor and Government Samples at Origin (SEPT 2007) DLAD
 52.246-9023 General Inspection Requirements (NOV 2011) DLAD
 52.246-9024 Alternative Inspection Requirements for Selected Items (NOV 2011) DLAD
 52.246-9025 Reinspection of Nonconforming Supplies (NOV 2011) DLAD
 52.246-9039 Removal of Government Identification from Non-Accepted Supplies (NOV 2011) DLAD
 52.246-9044 Sanitary Conditions (APR 2014) DLAD
 52.246-9045 Federal Food, Drug and Cosmetic Act-Wholesale Meat Act (AUG 2008) DLAD
 52.247-1 Commercial Bill of Lading Notations (FEB 2006)
 52.247-9012 Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007) DLAD
 52.248-1 Value Engineering (OCT 2010)
 52.249-2 Termination for Convenience of the Government (FIXED-PRICE) (APR 2012)
 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
 52.253-1 Computer Generated Forms (JAN 1991)

Notice: The following clauses are incorporated in full text:

52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

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“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause required the disclosure of classified information.

(d)

(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor’s preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.frs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor’s parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

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(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

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(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor

(h) The FSRS database at <http://www.fsr.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

252.204-7008 Compliance with Safeguarding Covered Defense Information Control (DEC 2015)

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

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

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

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

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

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

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

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

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. (DEC 2015)

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

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

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

“Covered defense information” means unclassified information that—

(1) Is—

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

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

(2) Falls in any of the following categories:

(i) Controlled technical information.

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

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

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

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

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

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

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

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEC 2015)

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

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

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

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

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

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

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

“Covered defense information” means unclassified information that—

(i) Is—

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

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Cyber incident reporting requirement.*

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

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

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

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

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

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

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

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

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

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

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

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

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

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

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

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

52.209-9 – Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

FAR 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date through 5 years.

(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.

FAR 52.216-19 -- Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 CS 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 GOMAX for the MRE and HDR

(2) Any order for a combination of items in excess of individual contract maximum for the MRE and HDR or

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

FAR 52.216-22 Indefinite Quantity (Oct 1995)

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

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

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days.

52.219-8 -- Utilization of Small Business Concerns (OCT 2014)

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

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business

Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)

(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—

- (i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm ; or <http://www.sba.gov/hubzone> ;
- (ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or
- (iii) The SBA HUBZone Help Desk at hubzone@sba.gov .

FAR 52.219-28 – Post-Award Small Business Program Representation (JUL 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) 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 that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in 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:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.[Contractor to sign and date and insert authorized signer's name and title].

FAR 52.222-54 Employment Eligibility Verification (OCT 2015)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists,

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consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) 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 that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in 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:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.[Contractor to sign and date and insert authorized signer's name and title].

FAR 52.223-11 Ozone-Depleting Substances (MAY 2001)

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

FAR 52.225-20 Prohibition of Conducting Restricted Business Operations in Sudan - Certification (AUG 2009)

(a) *Definitions.* As used in this provision 'Business operations' means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce. 'Marginalized populations of Sudan' means

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 Note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act. 'Restricted business operations' means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate

(1) Are conducted under contract directly and exclusively with the regional Government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization ;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspend.

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

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52.243-7 -- Notification of Changes (APR 1984)

(a) *Definitions*. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice*. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance*. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response*. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments*.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

FAR 52.245-1 -- Government Property (APR 2012)

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

"Cannibalize" means to remove parts from Government property for use or for installation on other Government property.

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“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

- (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
- (2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and
- (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government Property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

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“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

- (1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).
- (2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).
- (3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

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(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

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(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

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(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition) and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

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- (2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.
- (3) Quantity.
- (4) Accountable contract number.
- (5) A statement indicating current or future need.
- (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
- (7) All known interests in commingled material of which includes Government material.
- (8) Cause and corrective action taken or to be taken to prevent recurrence.
- (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
- (10) Copies of all supporting documentation.
- (11) Last known location.
- (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.
- (C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—
- (1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;
- (2) Property Administrator grants relief of responsibility and liability for loss of Government property;
- (3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
- (4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) *Utilizing Government property.*
- (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.
- (ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.
- (x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.*

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administer and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

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- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible. Standard Form 1428.

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements*.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules*.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional; information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

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(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

FAR 52.246-17 Warranty of Supplies of a Noncomplex Nature (JUN 2003)

(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 the contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 6 months

(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 1 month 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;

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(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor –

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

252.247-7023 Transportation of Supplies by Sea DFARS (APR 2014)

(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—

(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—

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(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
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) 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 (h), 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 (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

52.249-9000 Administrative Costs of Reprocurement after Default (MAY 1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination

for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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: <http://acquisition.gov/comp/far/loadmainre.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm>

FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

I-3 Food Defense Plan:

The DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflict, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DLA Troop Support to take steps and insure steps are taken by its contractors to prevent the deliberate tampering and contamination of subsistence items.

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers, as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism.

The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

The offeror's Food Defense Plan shall be part of any contract awarded. The contractor's Food Defense Plan (Plan) may be audited by the AVI or the DLA Troop Support Quality Audit Team. Failure to comply with provision of the Plan will be considered a failure by the contractor to comply with the terms and conditions of the contract.

I-4 Surge and Sustainment:**Surge and Sustainment (S&S) Requirements**

This solicitation includes items that are critical to support the Department of Defense's ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services' go-to-war requirements. The objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements. S&S requirements are defined as follows:

- (a) Surge and sustainment capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements, using production and/or supplier base capabilities, to support increased requirements with accelerated delivery, such as for Department of Defense (DOD) contingencies or emergency peacetime requirements. This capability includes both the ability to ramp-up to meet accelerated delivery and/or increased quantities (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.
- (b) S&S quantity and accelerated delivery schedule are identified on an individual item basis, based on the Services' wartime planning requirements. The surge quantities are identified by Monthly Wartime Rate (MWR) as a percentage or an exact number. The S&S quantity and delivery requirements are above and beyond the peacetime requirements.
- (c) S&S capability assessment plan (CAP), (previously referred to as the "Surge Plan"). The CAP provides the offeror's method of covering S&S requirements; identification of competing priorities for the same resources, and date the Contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:
- (1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.
 - (2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping (e.g., S&S quantity and delivery requirements is for 10 feet of wire every 30 days, and the wire is sold to the government in 100 foot rolls. A single delivery of one roll in the first 30 days would meet the requirement for ten 30-day delivery periods).
 - (3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements (e.g., the schedule calls for 20 o-ring seals each 30-day period, but the vendor needs a 30 day ramp-up and could deliver 40 in the second period and 20 each delivery period thereafter).
 - (4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the MWR or D1-D6* (e.g., the schedule calls for 20 seals each 30-day period, and the

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vendor can meet the schedule starting in the third ordering period but needs a Government investment to be capable of meeting deliveries in the first two months).

* D1, D2 is D-Day (the day that the contingency begins) plus 1 month D-Day plus 2 months etc.

(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the MWR.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the MWR or D1-D6 quantities specified), and includes an investment strategy that would improve the supplier's capability to deliver at the MWR.

(7) The S&S quantity and delivery requirements cannot be met with existing resources, and there is no cost effective solution to improve the industrial capability to deliver at the MWR.

(d) Exit strategy. The CAP must include a proposed exit strategy describing how to transition and ramp-down S&S assets and/or Government investment. The exit strategy must be designed to conserve protected S&S resources when (1) the contract expires, (2) a follow-on contract transitions to another supplier and/or (3) the requirement is reduced or eliminated by the requiring customer(s). The exit strategy must consider peacetime demand patterns, production run levels, normal lead-times for raw materials used in the production process, and other relevant factors, and address least cost/best-value alternatives that minimize the risk of unused raw materials or the untimely disposition of other serviceable S&S assets before the contract expires.

(e) S&S validation plan. In most cases, the Government will develop a validation plan prior to verifying the supplier's capability against the required S&S CAP and the Schedule. Upon request, the supplier shall submit a S&S validation plan that defines how the S&S capability can be verified when

(1) complex industrial and manufacturing processes are involved, or

(2) the supplier methodologies for gaining visibility over supplier base capabilities within an existing structure to enable a more cost effective alternative. In any case, a validation/test plan will be developed prior to any validation/testing of the supplier's S&S capability.

(f) Agreement to participate in S&S validation. By submission of an offer, the supplier agrees to participate in S&S validation as required by the Government to verify the S&S capability as described in the approved CAP. Validation may include any methodology that can verify the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist after contract award and may be conducted throughout the contract period. Validation includes, but is not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate by the Contracting Officer. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(g) Supplier notification of S&S capability changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of Supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the Contracting Officer within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

(h) Government changes, Additions and Deletions to S&S Coverage. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule must be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the schedule and CAP during the contingency.

(i) Early or unexpected S&S requirements. The supplier shall support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, and (2) for requirements exceeding those agreed upon in the Schedule and the CAP, if agreed to by the Contractor and not exceeding any applicable contract maximum dollar value or quantity. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier.

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(l) S&S execution. The Government will issue a surge order or series of orders equaling the MWR or D1-D6 each month, when executing S&S requirement. S&S orders are in addition to any other requirements included in the contract and do not excuse the Contractor from compliance with orders for non-S&S requirements. The order limitations clause applicable to peacetime requirements does not apply to the surge quantities if it conflicts with the quantity necessary to support a contingency. The Government reserves the right to order less than the MWR or D1-D6 quantity as specified on each surge order. Multiple orders for the same NSN may be issued to support multiple contingencies. The Government reserves the right to order in excess of the MWR or D1-D6 provided the supplier accepts the order.

(1) When a surge order is issued and Government investment is used to establish the S&S capability, the supplier must use funds generated from the order to refresh or replace S&S material (e.g., inventories of lead-time materials, partially finished units, or finished product) consumed within ninety (90) days to support future S&S requirements.

(2) When a surge order is issued and no Government investment is used to establish the S&S capability, the supplier must replace S&S material (e.g., inventories of lead-time materials, partially finished units, or finished product) consumed within ninety (90) days to support future S&S requirements.

(j) Contract expiration or termination. The Contracting Officer will notify the supplier and exercise the approved S&S exit strategy in accordance with the terms and conditions of the contract. The exit strategy must conserve protected S&S resources when (1) the contract expires, (2) a follow-on contract transitions to another supplier and/or (3) the requirement is eliminated by the requiring customer(s). When exercising the exit strategy, the supplier must consider peacetime demand patterns, production run levels, normal lead-times for raw materials used in the production process, and other relevant factors, and address least cost/best-value alternatives that minimize the risk of unused raw materials or the untimely disposition of other serviceable S&S assets before the contract expires.

I-5 Integrated Pest Management Plan:

Integrated Pest Management (IPM) Program Requirements for Operational Rations Applicable to all Operational Rations Facilities

28 April 2011

I. Scope and Applicability:

All contractors and/or subcontractors who manufacture, repackage, store, assemble, or ship Rations National Contract (RNC) and/or Contractor Furnished Material (CFM) used in the production and/or assembly of operational rations are required to have an integrated pest management program in place. The IPM program implemented needs to adequately protect products from infestation and/or contamination by insects (or other arthropods), rodents, birds, or other animals. Contractors/ subcontractors supplying other than subsistence items for the Operational Rations programs are exempt from this requirement. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.

The IPM program implemented shall comply with the Federal Food, Drug and Cosmetic Act; the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) as amended; and any regulations promulgated there under.

SECTION RESERVED

Contractors and/or subcontractors of products with **Higher Level Quality Requirements** (documented Quality Systems Plan required) must submit the following to DLA Troop Support-FTS as part of their Quality System Plan:

A statement on whether service is in-house or provided by an external provider. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.

A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.

A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.

If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)?

The IPM program shall be in existence prior to contract award. The program will also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action

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is deemed necessary to ensure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under unsanitary conditions.

II. Integrated Pest Management (IPM) Program Concepts

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

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.
2. Continuous product and facility inspections to include a pest surveillance program, utilizing pheromone surveillance technology.
3. Proper facility design, maintenance, and physical pest exclusion.
4. Proper stock handling and warehousing techniques.
5. Appropriate use of mechanical pest control techniques and trapping strategies.
6. Proper selection and application of pesticides, using those of least toxicity where feasible.

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

Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.
2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.
3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris will be disposed of immediately. Waste receptacles will be kept covered at all times.
4. Inbound conveyances will be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation will be immediately reported to DLA Troop Support. Outbound conveyances will be inspected and rendered sanitary and pest free before loading.
5. Damaged product will not be placed in the general storage area. Damaged product discovered in the general storage area will be removed to a designated rework/salvage area. The rework/salvage area will be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, will be expeditiously disposed of with the approval of the Contracting Officer when required.
6. Ingredient mixing/batching rooms/areas will receive detailed attention to sanitation requirements. Product residues associated with such operations will not be allowed to accumulate.
7. The facility grounds will be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters will be kept covered at all times.

B. Product/Facility Inspections and Pest Surveillance

1. All incoming products and materials, including packaging and packing materials will be inspected upon receipt for evidence of pest infestation/contamination. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.

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2. Daily facility walk-through sanitary inspections should be conducted in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

Note: The procedures in the following paragraph 3 must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program.

3. Insect surveillance will be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items. **NOTE: If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.**

a. Pheromone traps will be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures will be periodically changed in accordance with the manufacture's recommendations. Damaged and/or dirty traps will be changed when necessary.

b. Trap monitoring should be accomplished jointly by contractor and pest control subcontractor personnel when an external service provider is used. The in-plant Government Quality Assurance Representative (GQAR) shall have access to the monitoring records. Reports of activity over an extended period without action being taken shall be reported to the Contracting Officer and DLA Troop Support-FTS. A written corrective and preventive action plan from the contractor will be requested if the problem persists.

c. If insect activity is observed within contractor facilities by the GQAR during the course of contract operations, exclusive of pheromone traps and electrocution devices, the GQAR shall immediately, verbally, notify the contractor and confirm this in writing. A copy of the written report shall simultaneously e-mailed to the Contracting Officer and DLA Troop Support-FTS. The contractor shall take immediate action and submit a written corrective plan (including specimen identification by the Contractor's Pest Management Company or Qualified Pest Management personnel) within 5-working days to the Contracting Officer and DLA Troop Support-FTS.

C. Facility Design, Maintenance, and Pest Exclusion

1. Roofs and walls will be maintained in a good state of repair to prevent leaks and accumulations of standing water.
2. All holes or gaps in interior and exterior walls will be sealed as necessary on a continual basis.
3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, will be properly screened.
4. All door entrances will be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors will be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation will be fitted with framed screen inserts to prevent insect entry.
5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients will be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches will be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, will be located at the lowest levels and consolidated for ease of monitoring and surveillance.
2. Two or more infestible components will not be located on a single pallet.
3. Proper stock handling practices, designed to minimize product damage, will be enforced throughout the course of contract operations.
4. Commercial ingredient items of an infestible nature will be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items will be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

1. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices will be included.

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2. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.

3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.

4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocutation devices will be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

F. Pesticide Selection and Application

1. Applicator and Pesticide Documentation

a. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), will only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/ certifications for in-house (contractor) personnel applying "Restricted Use" pesticides on the premises will be provided. Legible copies of product labels for any "Restricted Use" pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

b. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for in-house personnel applying "General Use" pesticides on the premises will be provided, if not commercially certified as above. Legible copies of product labels for any "General Use" pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

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

Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), will be applied in accordance with MPI directives and with the approval of the GQAR in Charge.

In no case will product, pouches/pouch material, meal bags/material, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

3. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations will be of the tamper proof type and secured for safety. The locations of the exterior bait stations will be indicated on the facility maps or layouts. Rodenticides will not be used in processing, assembly, or storage areas.

4. If a requirement exists for the use of toxic rodent tracking powders, a DLA Troop Support entomologist will first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.

5. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. If fumigation is necessary, DLA Troop Support may request the source of the capability and a copy of the subject certification be provided.

Retorted and pouch sealed components, as well as final assembled rations, will not be fumigated unless authorized by the Contracting Officer (and as recommended by the DLA Troop Support Food Safety Office or DLA Troop Support-FTS).

IV. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to an IPM program which impacts products intended for Government use will be submitted to the Contracting Officer for evaluation by a DLA Troop Support-FTS before implementation.

B. The Contracting Officer shall be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic and/or e-mail notification to the Contracting Officer and DLA Troop Support-FTS is required by the contractor and/or the GQAR as applicable.

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

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The requirements of the solicitation, contained in section I-2 through I-5 above, will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

I-6 Pricing on Delivery Orders

All offered prices must be formatted not more than two (2) places to the right of the decimal point. Standard rounding methods must be applied. For example, a price of \$2.215 or higher must be rounded up to \$2.22 and a price of \$2.214 or lower must be rounded down to \$2.21.

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Section J – List of Documents, Exhibits and Other Attachments

Unless otherwise specified, the issues of these documents are those active on the date of the solicitation or contract

Section J documents applicable to this solicitation are found at:

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

Government Documents:

ACR-M-37, 1 December 2015 w/Change 01 24 March 2016.

DLA Troop Support FORM 3507-

Loads, Unit: Preparation of Semi-perishable Items.

DLA Troop Support FORM 3556

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence.

DOD 4500.9-R-Part II Defense Transportation Regulation (DTR)

DLA Troop Support Instruction, Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-item Verification Inspections for Operational Rations, March 2001.

FED-STD-595 Colors used in Government Procurement

MIL -PRF 61002 Pressure Sensitive Labels for Bar Coding

MIL-PRF-44073 Packaging of Food in Flexible Packages

MIL-Std 129 Military Marking for Shipment and Storage

MIL-Std 147 Palletized Unit Loads

MIL-STD-3006

Sanitation Requirements for Food Establishments, MIL-STD-3006

Non-Government Documents:

ANSI/ASQ Z1.4

Sampling Procedures and Tables for Inspection by Attributes.

American Society for Quality Control, Milwaukee, WI 53202

ASTM D –5118/D-5118M

Standard Practice for Fabrication of Fiberboard Shipping Boxes.

ASTM D 1974

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes. ASTM D 1974..

ASTM D4727/D4727M

Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shapes.

ASTM D-5276

Standard Test Method for Drop Test of Loaded Containers by Free Fall. ASTM D – 5276.

ASTM F 88

Standard Test Method for Seal Strength of Flexible Barrier Materials. ASTM F 88.

U.S. Food Chemicals Codex. Committee on Specifications, U.S. Pharmacopeia (USP), the new publisher of Food Chemicals Codex:

<http://www.usp.org/fcc/>

Individual Product Performance-based contract requirements (PCRs)

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Product Based Contract Requirements

Commercial Item Descriptions (CID)

Packaging and Quality Assurance Provisions (PKG&QAP)

Monograph and Packaging and Quality Assurance Provisions (PKG&QAP)

Military Details (MIL-DTL)

Attachments:

Food Defense Plan

Surge and Sustainment Capability Assessment Plan

Integrated Pest Management Plan

Additional attachments are listed on the last page of this solicitation.

Section K – Representations, Certifications and Other Statements of Offerors

252.209-7002 Disclosure of Ownership or Control by a Foreign Government (June 2010) DFARS

52.222-38 Compliance with Veterans' Employment Reporting Requirements (FEB 2016)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Related to Iran—Representation and Certifications. (OCT 2015)

NOTICE: The following clauses are incorporated in full text:

52.204-3 -- Taxpayer Identification (Oct 1998)

(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 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 a Federal Government;

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

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- 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.
 Name and TIN of common parent:
Name _____
TIN _____

FAR 52.204-5 -- Women-Owned Business Other Than Small Business (OCT 2014)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

52.204-8 -- Annual Representations and Certifications (FEB 2016)

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is _____ [insert NAICS code].
(2) The small business size standard is _____ [insert size standard].
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the 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 certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 (i) Paragraph (d) applies.
 (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

- (1) The following representations or certifications in 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.
(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
(viii) 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.
(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

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- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 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.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 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.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 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 \$77,533, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 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) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vi) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change

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.

DFARS 252.204-7007 Alternate A, Annual Representations and Certifications (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:
 (d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

- (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 Commercial Satellite Services from Certain Foreign Entities—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.

(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.

FAR 52.209-5 -- Certification Regarding Responsibility Matters (OCT 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.209-7 – Information Regarding Responsibility Matters (JUL 2013)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 -- Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] **intends**, [] **does not intend** [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

52.219-1 -- Small Business Program Representations (OCT 2014)

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

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(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

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

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer 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 offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror 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 offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer 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

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(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror 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 offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

FAR 52.222-22 -- Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that --

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

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

FAR 52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that -

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

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

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FAR 52.225-18 Place of Manufacture (Mar 2015)

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

52.230-1 -- Cost Accounting Standards Notices and Certification (OCT 2015)

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 \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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(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 subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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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 subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

* yes * no

252.247-7022 Representation of Extent of Transportation by Sea DFARS (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

Section L - Instructions, Conditions and Notices to Offerors

L-1 Solicitation Clauses and Provisions

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

52.204-6 Data Universal Numbering System (DUNS) Number (Jul 2013)

252.206-7000 Domestic Source Restriction (DEC 1991) DFARS

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52.214-34 Submission of Offers in the English Language (APR 1991)

52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004) ALTERNATE I (OCT 1997)

52.216-27 Single or Multiple Awards (Oct 1995)

52.204-17 Ownership or Control of Offeror (Nov 2014)

52.217-9003 Manufacturing or Production Information (Nov 2011) DLAD

52.222-24 Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

52.233-9000 Agency Protests (Nov 2011) DLAD

NOTICE: The following clauses are incorporated in full text:

52.211-2 -- Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (Apr 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

FAR 52.211-14 -- Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008)

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

252.211-7001 Availability of Specifications, Standards, and Data Item Descriptions Not Listed in the Acquisition Streamlining and Standardization Information System (ASSIST), and Plans, Drawings, and Other Pertinent Documents (MAY 2006) DFARS

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to: <https://pcf1.bsm.dla.mil/cfolders> with the exception of DLA Troop Support, Clothing & Textile which should be directed to:

<https://warfighter.dla.mil/contracting/>

252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005) DFARS

Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at

<http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or
Standard:

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

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror may submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

52.215-5 -- Facsimile Proposals (Oct 1997)

(a) *Definition.*

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

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

(c) The telephone number of receiving facsimile equipment is: 215-737-9300;9301; 9302; 9303;9216;8414.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document --

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

52.215-9023 REVERSE AUCTION (OCT 2013) DLAD

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

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

(b) Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the auction process.

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

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

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

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

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

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

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

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

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

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

(7) Training:

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

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

52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Quantity contract resulting from this solicitation.

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer James A. Lecollier (addressed as follows) by obtaining written and dated acknowledgment of receipt from DLA Troop Support, Subsistence Directorate, Building 6, Philadelphia, PA 19111-6667

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es): <http://www.dla.mil/j-3/j-336/icps.htm>

FAR 52.252-5 Authorized Deviations in Provisions (APR 1984)

(a) The use in this solicitation of any Federal Acquisition regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the provision.

(b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

L-2 Submission of Offers:

DLA Troop Support will use overall Lowest Price Technically Acceptable source selection award procedures for this acquisition. Offerors must ensure that they complete and submit all requirements of the solicitation. Additionally, vendors must submit a separate technical proposal in accordance with paragraph L-3 below. A separate business (cost/price) proposal, in accordance with paragraph L-4 below, and the completed solicitation must also be submitted. All required information and all Product Demonstration Models (PDMs) must be received no later than the time and date set for receipt of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraphs L-3 and L-4 to facilitate the Government's proper, thorough, and timely review of your proposal. The complete proposals should be specific, stating clearly how you will meet all the requirements of the solicitation. Failure to furnish all of the required information and PDMs by the time/date specified in the solicitation may be cause for rejection of the proposal as technically unacceptable, untimely pursuant to the late offer clause, or both. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

The use of e-mail is authorized in the transmission of proposal revisions. Any such e-mail transmissions should be sent to the Contracting Officer, James Lecollier (james.lecollier@dlamail.mil), and the Contract Specialist, Candice Campbell (candice.campbell@dlamail.mil). If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, if applicable, will be designated in that request. Submission of proposals and any revisions are subject to the terms of FAR 15.208.

Note: the use of e-mail is not authorized for the transmission of initial proposals or final proposal revisions.

Your proposal must be prepared in separate parts as follows:

Part	Title	# of copies
1	Completed Solicitation	1
2	Technical Proposal	5
3	Business Proposal (Prices)	5

It is the intention of the Government to multisource items 0001 (MRE assembly), 0002 (HDR) and 0003 Meal, Individual Pork Free under this solicitation, i.e., to make more than one award for each item. When multisourcing, the following information is provided for clarification:

a) The combination of awards which will represent the greatest value to the Government in accordance with the evaluation criteria stated below.

b) It is the objective of DLA Troop Support that each firm comprising the current industrial base receive a contract under this acquisition in order to ensure that these firms will be available to timely meet the Armed Services' or other Agencies' crisis requirements for operational rations in the event of a military contingency or national/international emergency. While it is the objective of the Government to make awards to all such firms, there is no guarantee it will do so.

Note: For item 0001, MRE Assembly, offers for less than 20% of the minimum requirement, or for more than 50% of the minimum requirement, shall not be considered by the Government. See sections L and M below for further instructions. Delivery orders for item 0002, HDR, will be issued as needed, for at least the minimum quantity. Delivery orders for item 0003, Meal Individual Pork Free will be ordered as needed for at least the minimum quantity.

It is the Government's intention to issue a delivery order for the Government Overall Minimum Requirement (GOMR) quantity for item 0001, MRE, concurrent with award of the contract(s). The GOMR is the total guaranteed minimum under this solicitation and will be apportioned among the resulting indefinite quantity contracts (IQCs). The Government Overall Maximum (GOMAX) is the total maximum that can be ordered under this solicitation without using the surge option provisions.

The GOMR and GOMAX quantities will apply to all resulting IQCs combined. Thus, the GOMR will be allocated based on the evaluation procedures spelled out in section M (i.e. the guaranteed minimum for each resulting IQC will depend on how the GOMR is allocated). Subsequent delivery orders will be based upon the evaluation factors cited in Section H of this solicitation. Ordering under all resulting IQCs will be subject to the GOMR and GOMAX, as described above and below, and in accordance with FAR clauses 52.216-18 and 52.216-19.

L-3 Technical Proposals:

The following information is required for technical proposals:

Product Quality/Product Demonstration Models (PDMs)

1. Vendors must submit PDM's for the MRE and HDR. PDMs will be submitted at no expense to the Government and must be received prior to the time set for receipt of offers. PDMs will become the property of the Government and will not be returned to the offeror. Failure to submit PDMs may result in rejection of an offer. Analytical and microbiological test results, wherever required, must be submitted with PDMs.

2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on a production line, which will result in rejection of the product.

3. Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may result in rejection of the offer. Offerors shall also warrant that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. Product from any resultant contract that does not conform to all requirements shall not be accepted by the Government.

4. PDMs shall be submitted as follows:

0001, MRE Assembly:

PDMs shall be submitted for all MRE component items as listed in Section B-5 "Meal, Ready-to-Eat (MRE) Component Items" except for mandatory source items.

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

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

DEPARTMENT OF THE ARMY

CONTINUED ON NEXT PAGE

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

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

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

Inside the Case, along with the 32 PDMs, should be the required paperwork fully identifying the item, the lot number, the contractor, the subcontractor (i.e., supplier of CFM accessory-pack items and bulk-packed food items¹), the solicitation number, the type of ration, the type of PDM (i.e. Initial); analytical and microbiological test results; or any other information to assist in identifying the product and conducting the evaluation.

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

A total of 70 PDMs shall be sent to the cognizant in-plant Government inspector, i.e. the Government Quality Assurance Representative (GQAR), for items requiring Government origin inspection. In this instance, the offeror shall advise the Government inspector that the offeror is about to prepare PDMs prior to production of the PDMs and shall obtain a signed statement from the inspector confirming possession of the PDMs and identifying the PDMs as from the same production lot as those submitted to Natick. The offeror shall submit this statement(s), along with the remaining PDMs, to DLA Troop Support, as stated below.

The remaining 4 PDMs for each item shall be mailed along with your technical proposal to DLA Troop Support (Attn. Candice Campbell) at the address indicated on block 8 of the SF33 and must come from the same product lot code as those submitted to Natick and the GQAR.

Offerors may direct proposed subcontractors to submit Initial PDMs directly to Natick on their behalf. In those instances, the offeror shall send written notification of subcontractor submissions to Natick and such PDMs must be clearly labeled for which offeror(s) they are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated and results reported on behalf of 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.

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.

0002 HDR

Offerors must submit their proposed HDR meal compositions to include food and nonfood components, and demonstrate how the proposed meal meets the salient characteristics and other requirements of the solicitation. Details should be provided concerning calorie and nutritional profiles as well as those for packaging, packing and labeling. Offerors shall describe the rationale for using particular items as entrees and the integration of items to form a meal or a complete day's meal. A total of five (5) cases are required for the PDM submission.

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A total of 4 cases of the completed assembled ration with a menu list and nutritional profile of each meal/component shall be submitted to the following address:

Office of the Secretary of Defense
Defense Security Cooperation Agency
2800 Pentagon Pedestrian Tunnel
Washington, DC 20301
Attn: Phylliss Marshall

One case shall be sent to DLA Troop Support (Attn: Candice Campbell) at the address indicated on block 8 of the SF33.

5. Offerors are advised that they may have to submit more than one set of PDMs per item in order to be determined acceptable under the terms of this solicitation or to commence production.

L-4 Business Proposal:

a. The Government reserves the right to require information other than cost or pricing data, as defined at FAR 15.403, or cost and pricing data, as applicable and if required to determine price reasonableness of any offer(s).

b. Pricing for MRE (item 0001):

The business proposal must include the completed pricing spreadsheets, or the same information in the offeror's similar format, for each unit price proposed.

Note: Price evaluation is based on the unit of issue (Case).

1.) For the initial delivery order, the award will be based on a percentage of the Governments Overall Minimum Requirement (GOMR) quantity of 2,500,000 cases. Offerors must provide pricing for each of the incremental pricing tiers, which range from 20% to 50% of the GOMR quantities.

2.) Pricing will be solicited in 5% increments from 20% through 50%; i.e., offerors must submit proposed prices based on receiving an award of 20% of the GOMR, 25% of the GOMR, 30% of the GOMR, etc. For example, for the initial delivery order, each offeror will be asked to propose prices that the offeror would charge if the offeror received an award to provide a minimum of 20% of 2,500,000 cases (i.e. 500,000 cases), or 25% of 2,500,000 cases (i.e. 625,000 cases), etc., through 50% of 2,500,000 cases (i.e. 1,250,000 cases).

3.) Pricing shall be offered as follows:

Pricing Tiers (Offers to be provided on the attached spreadsheets):

Tier		First Delivery Order Quantity (i.e. GOMR Quantity)		Tiered Quantities
20%	x	2,500,000	=	500,000 cs
25%	x	2,500,000	=	625,000 cs
30%	x	2,500,000	=	750,000 cs
35%	x	2,500,000	=	875,000 cs
40%	x	2,500,000	=	1,000,000 cs
45%	x	2,500,000	=	1,125,000 cs
50%	x	2,500,000	=	1,250,000 cs

The tiered quantity awarded to a successful offeror for the first delivery order will also be the guaranteed minimum for that awardee's indefinite quantity contract (IQC). Therefore, the smallest guaranteed minimum quantity that will be awarded to any offeror will be 20% of the GOMR of 2,500,000 cases (i.e. 500,000 cases). The largest guaranteed minimum quantity that will be awarded to any offeror will be 50% of the GOMR (i.e. 1,250,000 cases). So, for example, the Government may decide to make three awards with guaranteed minimums representing 20%, 30% and 50%, respectively, of the GOMR.

Initial proposals offering pricing for quantities below 20% of the GOMR or for quantities above 50% of the GOMR will not be evaluated. There are 36 possible price/quantity scenarios that are available for consideration. We will compare the 36 price scenarios and select the apportionment between the vendors that represents the overall lowest price to the Government. At the time of award, or shortly thereafter, the Government intends to issue a delivery order that will be apportioned among the various awardees in the tiered quantities totaling up to the GOMR.

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The Government is under no obligation to order any additional quantities above the GOMR, or above the guaranteed minimum quantity for each resulting IQC.

c. Pricing for Humanitarian Daily Rations (HDRs):

Price tiers are not applicable to HDRs as the ceiling price is dictated by the Defense Security Cooperation Agency, Humanitarian Assistance and Mine Action. Pricing for the HDRs is detailed in Section M-4 (c).

d. Pricing for Meal, Individual Pork Free:

The price for the Meal, Individual Pork Free will be the same price that we are paying the vendor for Item 0001, MRE, and therefore it is not necessary to submit separate pricing for this item.

Note: Quantities for the Meal, Individual Pork Free (item 0003) are not in addition to the MRE GOMR quantity of 2.5 million cases, but are part of the 2.5 million cases. In other words, item 0003 does not have its own GOMR or GOMAX. Instead, orders of item 0003 will apply toward the GOMR and GOMAX of item 0001 because item 0003 is just a specific type of MRE.

Note: The pricing submitted by the offeror will not include the price of the component items. After the RNC contracts are awarded, and the unit price of all of the component items are known, the assembler's contracts will be modified to include the total price per unit. The total unit price will be determined as follows: ((assembler unit price x estimated quantity) plus (component unit price x estimated quantity) = the total price per unit).

L-5 Additional Submission Requirements:

1. **Food Defense Plan:** In accordance with Food Defense Plan requirement identified in Section I-2, the offeror shall submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Defense Checklist. An electronic copy of the DLA Food Defense Checklist is available at http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf

2. **Surge and Sustainment (S&S):** The offeror must provide a detailed approach for covering S&S requirements in the capability assessment plan (CAP) and, if required, a validation plan.

(a) CAP:

Offerors must submit a CAP that describes the method and capability to meet the surge requirements identified as monthly wartime rate (MWR) in the solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and a proposed exit strategy to support the S&S requirement.

Offerors shall submit a company profile and surge production data on-line through the DLA Troop Support Subsistence Industrial Capability Questionnaire Tool through the Support Planning integrated Data Enterprise Readiness System (SPIDERS) website at <https://spiders.dla.mil/>.

(b) Validation Plan:

Offerors shall submit a validation plan upon Government request. The plan must address the most cost effective way and best industry practices for evaluating the stated capability. If required, any cost associated with performing a validation/test (including test plan development, testing, and testing report) will be separately priced. When possible, use statistical methods based on simulations, limited production runs, or other methods that do not require full production of the S&S requirements to conduct the validation/test. The following must be included in the validation/test plan: methodology, rating criteria (e.g., how offeror determines the stated coverage in the CAP), labor cost, material cost, and time required to conduct validation/test.

3. **Integrated Pest Program:** Contractors and subcontractors of products with Higher Level Quality Requirements (documented Quality Systems Plan required) must submit the following to DLA Troop Support-FTS as part of their Quality System Plan (see section I-4 for further details):

a. A statement on whether service is in-house or provided by an external provider. If service is in-house, a copy of the employee's current pesticide applicator certificate/license shall also be submitted. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.

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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.)

L-6 Pricing Spreadsheets

Below is the pricing spreadsheet for the 50% level of the Government's Overall Minimum Requirement (GOMR). Offerors will be required to submit pricing for all percentage increments on a Microsoft Excel version, available upon request.

SPM3S1-16-R-0008 - 20% Quantity Level (1 - 500,000)

NOTE: FILL IN YELLOW SHADED CELLS.

NOTE: DO NOT REARRANGE OR CHANGE SPREADSHEET FORMAT. DO NOT FILL IN GRAY SHADED CELLS.

Item Description		DELIVERY Year 1		
		Qty Per Case	Cost Per Unit	Cost Per Case
0001	Meal, Ready-to-Eat, Individual (MRE), Menus No. 1-24; NSN: 8970-00-149-1094			
	Beef Patty, Grilled, Jalapeno Jack			
	Beef Ravioli in Meat Sauce			
	Beef, Shredded, in Barbeque Sauce			
	Beef, Southwest Style and Black Beans, w/Sauce			
	Beef Stew			
	Beef Strips, Asian Style, w/Vegetables			
	Beef Taco Filling			
	Brisket Entrée			
	Cheese Tortellini in Tomato Sauce			
	Chicken Burrito Bowl			
	Chicken Chunks, White			
	Chicken, Noodles and Vegetables, in Sauce			
	Chicken Pesto Pasta			
	Chili and Macaroni			
	Chili w/ Beans			
	Creamy Spinach Fettuccini			
	Elbow Macaroni in Tomato Sauce			
	Hash Brown Potatoes w/ Bacon, Peppers and Onions			
	Meatballs in Marinara Sauce			
	Mexican Style Chicken Stew			
	Pork Sausage Patty, Maple Flavored			
	Spaghetti w/Beef and Sauce			
	Tuna, Chunk, Light, Water, Lemon Pepper			
	Vegetable Crumbles w/ Pasta in Taco Style Sauce			
	Black Beans, Seasoned			
	Cornbread			
	Granola, w/Milk and Blueberries			

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Italian Bread Sticks		
Multigrain Snack Bread		
Potatoes, Au Gratin		
Potatoes, Mashed, Garlic		
Rice and Beans, Santa Fe Style		
Cobbler, Cherry Blueberry		
Cranberries, Osmotically		
Raisins, Osmotically Dried		
Almonds, Unblanched, Barbeque Flavored		
Almonds, Unblanched, Smoke Flavored		
Beef Snacks, Strips, Cured, Smoked		
Beef Snacks, Sticks, Cured, Fermented, Teriyaki		
Cashews, Halves, Jalapeno		
Cinnamon Bun		
Cookies, Sugar, Patriotic		
Corn Kernels, Barbeque		
Corn Kernels, Plain		
Crackers, Fortified, Plain		
Crackers, Fortified, Veg		
Crackers, Cheese Filled, Cheddar		
Crackers, Cheese Filled, Pepperoni Pizza		
Dessert, Pudding Chocolate		
Dessert, Pudding Vanilla		
Filled French Toast		
First Strike Energy Bar, Apple Cinnamon		
First Strike Energy Bar, Chocolate		
First Strike Energy Bar, Cran-Raspberry		
Nuts and Raisins w/ Pan Coated Choc Disks		
Peanuts, Dry Roasted, Salted		
Pretzel, Sticks		
Pretzels, Cheddar, Cheese Filled		
Pretzels, Nuggets, Honey Mustard and Onion		
Snack Crackers, Baked, Cheddar Cheese		
Snack Crackers, Baked, Hot and Spicy Cheese		
Toaster Pastry, Chocolate Chip, Frosted		
Toaster Pastry, Brown Sugar Cinnamon, Frosted		
Trail Mix, Recovery		
Turnover, Apple Filled		
Candy, Licorice, Cherry, Bite Size		

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Candy, Mint Rings, Peppermint			
Candy, Pan-Coated, Fruit Flavored Disks, Berry			
Candy, Pan-Coated, Fruit Flavored Disks, Sour			
Candy, Pan-Coated, Fruit Flavored Original			
Candy, Pan-Coated, Choc Disks			
Candy, Pan-Coated, Chocolate w/Peanut Butter			
Candy, Pan-Coated, Choc Disks, Choc w/Peanuts			
Candy, Toffee, Rolls, Chocolate Flavored			
Chocolate Protein Drink Powder			
Bag, Beverage, Hot, Zip-lock Polybag			
Hot Sauce			
Hot Sauce, Buffalo Style			
Hot Sauce, Chili and Lime			
Ketchup, Tomato, Regular			
Mustard, Prepared, Yellow			
Insert Card, Paperboard			
Pepper, Red, Crushed			
Flameless Heater, for MRE, for ration assembly only;			
Sleeve, Paperboard, SSP			
Spoon, Picnic Plastic, High Impact			
Chewing Gum, Tablet, Sugar-free, Peppermint			
Chewing Gum, Tablet, Sugar-free, Cinnamon			
Coffee, Spray Dried, Agglomerated or freeze Dried			
Hand Cleaner Towelette, Unscented			
Matches, Safety			
Paper, Toilet Tissue, Sheet Form Packet			
Salt, Table Iodized, Fine Granulated or Evaporated			
Sugar, Refined Granulated, Cane or Beet			
Sugar Substitutes, Non-Carbohydrate, Sucralose			

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SECTION M – EVALUATION FACTORS FOR AWARD**BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION**

(a) This acquisition is being conducted under business systems modernization (BSM). Quotes/offers in response to this solicitation will be evaluated as specified in the solicitation.

(b) Delivery shall be quoted/offered in terms of a number of days after date of order (ADO). The number of delivery days requested in this solicitation is calculated based on the Government's planned need and customer requirements. Unless delivery is identified elsewhere in the solicitation as an evaluation factor, quoters/offers are encouraged to conform their delivery terms as closely as possible to the delivery days requested. If delivery is not identified as an evaluation factor, there will be no evaluation preference, or penalty, for quotes/offers of fewer delivery days than the number of delivery days requested by the Government. Quoting/offering a greater number of delivery days than requested may result in the quote/offer not being considered.

M-1 Qualification for Award:

Pursuant to the authority of 10 U.S.C 2304(c)(3), competition under this solicitation will be limited to those vital contractors that comprise the industrial base to supply the MRE, HDR and Meal, Individual Pork Free in order to ensure they are kept available as an adequate industrial base in the event of a national emergency.

M-2 Source Evaluation and Selection Procedures:

A. Overview: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. The evaluation factors will be evaluated separately, and then an assessment of the offer will be made by the Contracting Officer. If a decision is made to hold discussions, the Contracting Officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one or more proposals will be selected for award by the SSA, as described in paragraph (B), below. The source selection authority's assessment will strive to determine the overall acceptability of each offer and judgment on the part of the Government evaluators is implicit in the entire process.

B. Evaluation Process:

1. **Technical Evaluation:** Offerors are required to submit a technical proposal as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical requirements specified in section M. Proposals so technically deficient as to make them incapable of being made technically acceptable will be rejected, and excluded from the competitive range. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

2. **Business Evaluation:** Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305.

3. **Selection:** The final technical and business evaluation reports will be furnished to the Contracting Officer. When offers are determined to be technically acceptable for non-price factors the price evaluation will be conducted and award will be made based on the overall lowest price to the Government.

M-3 Evaluation Factors for Award (Evaluation Criteria):

The Government will use Lowest Price Technically Acceptable best value continuum procedures, specifically the overall lowest price technically acceptable process, in evaluating proposals. The Government will make award to the responsible offeror(s) whose proposal(s) conform to the minimum requirements of the solicitation. Award quantities shall be divided among technically acceptable offerors by selecting a combination of minimum quantity tier pricing proposed by each company, which then results in the overall lowest price to the Government for the entire quantity being procured under this solicitation. Offerors must be technically acceptable on all factors for all line items to be found technically acceptable for award.

Evaluation of Product Demonstration Models (PDMs):**Evaluation of MRE 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

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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 5 individual PDMs receiving an unacceptable rating.

Offerors shall have one opportunity to correct any deficiencies found during the evaluation of PDMs submitted as part of the initial proposal in order to have their MRE PDM pass evaluation. **Vendors are advised that if they have more than 5 unacceptable PDMs after the second evaluation, their proposal will be determined to be technically unacceptable and they will not be considered for award.**

The Government shall, however, require each PDM to be rated overall as "Acceptable" in order to commence production. In a scenario where a vendor has 5 or less unacceptable PDMs, allowing them to pass the overall PDM factor and be acceptable for award, the vendor will be allowed additional opportunities to correct the remaining PDMs prior to commencing production.

Revised or alternative PDMs submitted during negotiations shall be evaluated for the same criteria detailed above.

b. Evaluation of HDR PDMs

The Government will evaluate the proposed meals outlined in the solicitation. The Government is concerned with customer acceptance of the overall meals as well as individual items. An HDR PDM may be found unacceptable based on evaluation of the following characteristics even though it meets the minimum technical requirements of the Sections C and D. When evaluating the meal composition in relation to the customer's needs, the Government will take into account the following criteria:

- The palatability and ingredients of the products;
- How individual items are integrated to form a complete day's meal and variety of meal combinations;
- The rationale for using particular items as entrees and in combination; USA?);
- The clarity of the graphics (Will the recipients know what to do when they receive the meals?);
- Acceptability of all meal components based on unique cultural preferences;

The HDR PDM will be evaluated by Defense Security Cooperation Agency (DSCA) on an acceptable/unacceptable basis. Vendors shall have one opportunity to correct any deficiencies found during the evaluation of PDMs submitted as part of the initial proposal in order to have their HDR PDM pass DSCA evaluation. **Vendors are advised that their proposal will be determined to be technically unacceptable and they will not be considered for award if their HDR PDM is determined to be unacceptable after the second evaluation.**

M-4 Price Evaluation:

Price evaluation is based on the unit of issue, i.e. Case, for both the MRE and HDR. For the MRE only, other component prices are obtained for comparison with future alternate components and will be evaluated for balance only.

(a) MRE Evaluation: The Government will use the Government's overall minimum requirement (GOMR) tiered quantities described in Sections B and L-4, above, when evaluating the prices of item 0001.

The Government will multiply the highest case quantity for each GOMR tier quantity (20%, 25%, etc.) by each offeror's unit price for each respective tier. The combination of 7 tiers and 3 offerors will generate 36 different pricing scenarios. The overall prices to the Government for the 36 possible pricing scenarios will be ranked from lowest to highest. The case pricing scenarios will be evaluated for balance as well.

(b) Award Decisions: The award decision and percentage allocation of the GOMR will be determined based on the overall lowest price to the Government within the bounds of the prices provided. The overall lowest price shall be calculated by determining which combination of GOMR tier pricing allocations offered by all offerors, who were determined to be technically acceptable, provides the overall lowest total GOMR price to the Government. The component prices and case prices will be evaluated for balance.

(c) HDR Evaluation:

The HDR overall minimum-quantity requirement (HOMR) is intended to be evenly apportioned among the three assemblers. However, an offeror providing a price lower than the ceiling price for the initial award may receive a larger quantity share of the minimum. The Government reserves the right to split the HOMR among less than three assemblers in the event of an unacceptable PDM.

(d) Pork Free Evaluation:

The price for the Meal, Individual Pork Free will be the same price that we are paying the vendor for Item 0001, MRE, and therefore it is not necessary to evaluate separate pricing for this item.

Note: Quantities for the Meal, Individual Pork Free (item 0003) are not in addition to the MRE GOMR quantity of 2.5 million cases, but are part of the 2.5 million cases. In other words, item 0003 does not have its own GOMR or GOMAX. Instead, orders of item 0003 will apply toward the GOMR and GOMAX of item 0001 because item 0003 is just a specific type of MRE.

Note: The pricing submitted by the offeror will not include the price of the component items. After the RNC contracts are awarded, and the component unit prices are known, the assembler's contracts will be modified to include the total price per unit. The total unit price will be determined as follows: (assembler unit price) + [((Number of times item appears in case * Number of cases) * 101%) * Price]. / Number of cases. This formula will be used to calculate the unit cost per case for each component item.

M-5 Additional Evaluations

Required submissions will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

1. Food Defense Plan will be evaluated to determine acceptability.

2. Surge and Sustainment (S&S): Surge and sustainment capability is a requirement in this solicitation. The S&S evaluation will be based on the capability assessment plan (CAP), validation plan (if required), surge costs/prices, and S&S performance history (see (c) below). The offeror's proposal may be deemed unacceptable for failure to submit the required S&S information in accordance with the solicitation. The Government reserves the right to require additional information if necessary. S&S will be evaluated as follows:

(a) CAP evaluation. The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit, and S&S performance history (see (c) below). The CAP must demonstrate the offeror's ability to provide the full S&S quantity and delivery requirements as specified in the solicitation; the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and delivery requirements; and the ability to achieve these without Government investment.

(b) Validation plan (if required) evaluation. The offeror's validation/test plan will be evaluated to determine the extent to which the plan accurately measures the stated capability in the offeror's CAP. If the offeror requests Government investment to conduct the test, the Contracting Officer will make a unilateral determination to whether Government investment will be provided and, if it is, which phase(s) of the S&S capability testing will be funded (e.g., test plan development, testing and/or test plan report).

(c) S&S performance history evaluation. The quality and extent of the offeror's historical surge support performance will be considered in the evaluation for technical acceptability. In the absence of or in addition to historical S&S capability support, the Contracting Officer may consider other relevant performance history where the offeror demonstrated the ability to quickly respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both. This aspect of the offeror's past performance will not be considered in the evaluation of the past performance evaluation factor in this solicitation.

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3. An Integrated Pest Management Plan will be evaluated to determine acceptability.

SECTION J - LIST OF ATTACHMENTS**List of Attachments**

Description	File Name
ATTACH.	SPE3S1-16-R-0008 Pricing Spreadshe
ATTACH.	Tab 1 04-20-16 ACR-M- 037 MRE Assem
ATTACH.	Tab 2 04-20-16 MIL- PRF-44073G Pac
ATTACH.	Tab 3 04-20-16 MRE 37 Section C.do
ATTACH.	Tab 4 04-20-16 MRE 37 Section D.d
ATTACH.	Tab 5 04-20-16 MRE 37 Section E.do
ATTACH.	Tab 6 04-20-16-1 HDR Sections C_D_