

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

2. CONTRACT No.

3. SOLICITATION No.

4. TYPE OF SOLICITATION

5. DATE ISSUED

6. REQUISITION/PURCHASE No.

SPE3S1-21-R-0002

SEALED BID (IFB)

NEGOTIATED (RFP)

1000106816

7. ISSUED BY

CODE

SPE3S1

8. ADDRESS OFFER TO

DLA TROOP SUPPORT
SUBSISTENCE SUPPLY CHAIN
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5096
USA

See Continuation Sheet

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the places specified in Item 8, or if


See section A-1

3:00PM

local time

2021- April - 9

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	B. PHONE/FAX (NO COLLECT CALLS)	C. EMAIL ADDRESS
	KATHERINE KNECHT PHPHBB5	No fax	katherine.knecht@dla.mil Tiendung.nguyen@dla.mil


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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT 	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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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)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN  ITEM
<input type="checkbox"/> 10.U.S.C.2304(c) () <input type="checkbox"/> 41.U.S.C.253(c) ()	(4 copies unless otherwise specified)

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

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

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

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

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

SOLICITATION, OFFER AND AWARD - FORM SF33**SECTION A****A-1****Covid-19 notice:**

due to Covid-19, the bid room will not accept any proposal submissions and in- person deliveries by a contractor are not authorized until further notice. in-person deliveries may be made by commercial carrier; however, offerors are cautioned that the on-base mailroom accepting those deliveries is open only from 8:00 am et to 11:00 am ET Monday through Friday (aside from federal holidays). any deliveries received outside of those hours will be rejected. it is solely the offeror's responsibility to ensure its proposal is received by the date and time specified given the limitations of DLA Troop support's receiving office listed in section I and below:

**ATTN: KATHERINE KNECHT AND TIENDUNG NGUYEN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667**

Or the alternate address:

**DLA TROOPSUPPORT
700 ROBBINSAVENUE BLDG. 45-C-1047
PHILADELPHIA, PA 19111**

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

E-mail offers are acceptable, and the suggested form of transmission, for submission of initial proposals except for the initial Product Demonstration Models. E-mail offers should be sent to the Contract Specialist, Katherine Knecht (Katherine.knecht@dla.mil) and the Contracting Officer, Tiendung Nguyen (Tiendung.nguyen@dla.mil). Although e-mail offers are acceptable, all Product Demonstration Models must be delivered to the location identified above and in Section L by the date and time set for receipt of proposals. **Zip File** is not allowed to use for submitting an offer thru e-mail.

Note:

Offerors are advised that DLA Troop Support systems have certain email size and transmission limitations. Proposal submissions must be prepared accordingly. Individual email attachments should not exceed 5MB in size, and no individual email should exceed more than 10 MB per email (multiple email submissions may be necessary). When submitting multiple emails as a submission, label each email with a number (e.g., 1 of 8), accordingly. After transmitting an email submission, offerors should confirm receipt of all emails with the intended recipients.

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

As directed by the Contracting Officer, e-mail may also be used during discussions/negotiations, if discussions/ negotiations are held, and for proposal revision(s), including Final Proposal Revision(s). The Contract Specialist, Katherine Knecht (katherine.knecht@dla.mil) and the Contracting Officer, Tiendung Nguyen (Tiendung.Nguyen@dla.mil) may receive the e- mailed proposal revisions. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, will be designated in that request. Submission of proposals and any revisions are subject to the terms of FAR52.215-1.

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

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

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

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

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

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

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

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

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

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

DLA Troop Support and U.S. Combat Capabilities Command - Soldier Center (Natick) addresses for PDM submissions can be found in Section L-3.

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

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 Yearly Requirements**

Line Description/NSN

0001 Meal, Ready-to -Eat	Delivery Period 1	3,000,000 CS
(MRE), Menus No 1-24,	Delivery Period 2	3,000,000 CS
12 menus per Case (CS)	Delivery Period 3	3,000,000 CS
NSN: 8970-00-149-1094	Delivery Period 4	3,000,000 CS
F.O.B. Origin, Type Pack-2	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		Ceiling Price
(HDR) Each meal bag is for one person	Delivery Period 1	30,000 CS \$57.32
for one day, no beef, pork, poultry, fish	Delivery Period 2	30,000 CS \$58.07
or any other animal or animal by-product	Delivery Period 3	30,000 CS \$58.82
including animal based cooking fats or oils,	Delivery Period 4	30,000 CS \$59.57
except as permitted by this document	Delivery Period 5	30,000 CS \$60.32
NSN: 8970-01-375-0516		
F.O.B.: Origin, Type Pack-2		

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	Delivery Period 1	150,000 CS estimated
Menus No 1-12,	Delivery Period 2	150,000 CS estimated
12 menus per Case	Delivery Period 3	150,000 CS estimated
NSN: 8970-01-623-9560	Delivery Period 4	150,000 CS estimated
F.O.B. Origin, Type Pack-2	Delivery Period 5	150,000 CS estimated

Note: Price evaluation is based on the unit of issue - i.e. case (cs). 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.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**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 Minimum Requirement (GOMR)	Government Overall 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 will be offered in 5% increments as follows:

GOMR Quantity Tiers (% of 2,500,000 cs)**Price**

20% (500,000 cs)
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)

Offerors are required to submit prices on the attached spreadsheet found at **Section L-6**

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, will be submitted to the Administrative Contracting Officer. Also, see clause 52.243-7, Notification of Changes, in Section I.

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**B-5 Meal, Ready-to-Eat (MRE) Component Items:**

MRE contractors will 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 Goulash
 Beef Patty, Grilled, Jalapeno Pepper Jack
 Beef Ravioli in Meat Sauce
 Beef, Shredded, in Barbeque Sauce
 Beef Stew
 Beef Strips in a Savory Tomato Based Sauce
 Beef Taco Filling
 Cheese Tortellini in Tomato Sauce
 Chicken, Egg Noodles and Vegetables, In Sauce
 Chicken Burrito Bowl
 Chicken Chunks, White
 Chili and Macaroni
 Chili w/ Beans
 Elbow Macaroni in Tomato Sauce
 Italian Sausage With Peppers and Onions In Marinara Sauce
 Meatballs in Marinara Sauce
 Mexican Style Chicken Stew
 Mexican Style Rice and Bean Bowl
 Pizza Slice, Cheese
 Pizza Slice pepperoni
 Pork Sausage Patty, Maple Flavored
 Southwest Style Beef and Black Beans, w/ Sauce
 Spaghetti w/Beef and Sauce
 Tuna, Chunk, Light, Water, Lemon Pepper

The following components will be supplied:

Cornbread
 Granola, w/Milk and Blueberries
 Hash Brown Potatoes with Bacon, Peppers and Onions
 Italian Bread Sticks
 Multigrain Snack Bread
 Potatoes, Au Gratin
 Rice and Beans, Santa Fe Style
 Cobbler, Cherry Blueberry
 Cranberries, Osmotically
 Raisins, Osmotically Dried
 Almonds, Unblanched, Smoke Flavored
 Beef Snacks, Sticks, Cured, Fermented, Teriyaki
 Cashews, Halves, Jalapeno
 Chocolate Pudding with Protein
 Cinnamon Bun
 Cookies, Sugar, Patriotic
 Corn Kernels, Barbeque
 Crackers, Fortified, Plain
 Crackers, Fortified, Veg
 Crackers, Cheese Filled, Pepperoni Pizza
 Fruit and Vegetable Blend Juice Smoothie Powder, Tropical Blend
 First Strike Energy Bar, Chocolate
 First Strike Energy Bar, Cran-Raspberry
 First Strike Energy Bar, Apple Cinnamon

CONTINUED ON NEXT PAGE

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

Nuts and Raisins w/ Pan Coated Choc Disks
 Peanuts, Dry Roasted, Salted
 Pretzels, Cheddar, Cheese Filled
 Pretzels, Nuggets, Honey Mustard and Onion
 Protein Puffs, Ring Shaped, Barbeque
 Recovery Bar, Salted Caramel Marshmallow
 Crisp Snack Crackers, Baked, Cheddar Cheese
 Toaster Pastry, Chocolate Chip, Swirreled and/or Drizzled
 Trail Mix, Recovery with Pretzels
 Trail Mix, Recovery with Beef Jerkey
 Candy, Licorice, Cherry, Bite Size Candy,
 Mint Rings, Peppermint
 Candy, Pan-Coated, Fruit Flavored Disks, Sweet and Sour
 Candy, Pan-Coated, Fruit Flavored Original
 Candy, Pan-Coated, Milk Chocolate Disks, Plain
 Candy, Pan-Coated, Peanut Butter, Plain
 Candy, Pan-Coated, Disks, Oval/Round, Milk Chocolate w/Peanuts
 Chocolate Protein Drink Powder
 Chocolate Protein Drink Powder, Chocolate Hazelnut
 Bag, Beverage, Hot, Zip-lock Polybag
 Hot Sauce, Extra Hot
 Hot Sauce, Powdered
 Insert Card, Paperboard
 Pepper, Red, Crushed
 Flameless Heater, for MRE, for ration assembly only
 Sleeve, Paperboard, SSP
 Spoon, Picnic Plastic, High Impact (Mandatory Item/NIB)
 Chewing Gum, Tablet, Sugar-free, Peppermint
 Chewing Gum, Tablet, Sugar-free, Cinnamon
 Coffee, Spray Dried, Agglomerated or freeze Dried
 Hand Wipe, Non-Antimicrobial, Individually Wrapped
 Matches, Safety
 Paper, Toilet Tissue, Sheet Form Packet (Mandatory Item/NIB)
 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 will 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.

Components will be assembled into menus 1-24 for the MRE as specified in ACR-M-042, 2 February 2021.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**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 will 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 Offeror will 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, following award each Contractor will possess said Contractor's own set of approved PDMs and will be responsible for the retention and distribution of said PDMs to Government entities.

Initial PDM:

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

New PDM(may not apply):

During the course of contract performance, new items may be introduced for delivery during the next delivery period. PDMs are required for all new food items and will 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 will be submitted within 30 days from the date the requirements document is published. Offerors will confirm in writing to the government that the PDM(s) conforms to all specification/production description characteristics, or will 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 will 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 will submit a replacement. The contractor must submit a replacement PDM if determined necessary by the Government. Contractors must confirm in writing to the government that the PDM(s) conforms to all specification/production description characteristics, or will adequately describe any differences the PDM may have from the requirements of the product description or specification(s).

The contractor must 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.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**Replenishment PDM:**

Every 12 months, or as needed, for finished-product components inspected by the Government at origin, the Government Quality Assurance Representative (GQAR) will 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 will 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 must be submitted for each instance above as follows:

- A total of 32 PDMs of each item must be sent to:

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

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

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

Inside the Case, along with the 32 PDMs, 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 will submit a total of 70 New or Replacement PDMs to the cognizant GQAR for Government use. In this instance, the offeror will advise the Government inspector that the offeror is about to prepare PDMs prior to production of the PDMs and will 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 will 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 will collect a total of 70 Replenishment PDMs for Government use. The contractor will 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.

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

The submitting Contractor will send written notification of in-common product-code submissions, endorsed by each participating Contractor, to DLA Troop Support for approval by the Contracting Officer. DLA Troop Support will notify Natick as to which contractors are submitting what in-common product-codes. Once notified of Contracting Officer approval, the submitting Contractor will include in its submission package the identity of the Contractors for whom the submission pertains. The submitting Contractor will also be responsible for the distribution and shipment of any in-common product-code PDM samples to Natick, to DLA Troop Support, and, for items requiring Government origin inspection, to on-site and off-site GQARs. The GQAR at each participating Contractor will receive their required 70 PDM samples.

Evaluation Process for New, Replacement, and Replenishment PDMs:

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

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

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

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

SECTION C - SPECIFICATIONS/SOW/SOO/ORD**C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2020)****Technical Data For MRE Assembly And For Contractor Furnished Material (CFM) Components****Specifications and related tier documents applicable to this solicitation:**

<http://www.dla.mil/TroopSupport/Subsistence/Operationalrations/Frozen.aspx>

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

C-1 Description/Specification (Assembled MRE)

MEAL, READY-TO-EAT, INDIVIDUAL, Menus 1-12 (Case A); Menu. 13- 24 (Case B);

12 meals per shipping case, ACR-M-042

NSN: 8970-00-149-1094

C-2 Description/Specification (Contractor Furnished Material (CFM) Components)**A. Entrees**

BEEF GOULASH (BEEF WITH BROWN RICE, SPINACH, CARROTS, TOMATOES AND SMOKED PAPRIKA); 8 oz flex pg, PCR-B-060, 8970-01-675-4198

BEEF PATTY, GRILLED, JALAPENO PEPPER JACK; 2.6 oz flex pg, PCR-B-029, 8940-01-610-1718

BEEF RAVIOLI IN MEAT SAUCE; 8 oz flex pg, PCR-B-021, 8940-01-426-0553

BEEF, SHREDDED, IN BARBEQUE SAUCE; 8 oz flex pg, PCR-B-057, 8940-01-620-9418

BEEF STEW; 8 oz flex pg, PCR-B-020, 8940-01-550-1370

BEEF STRIPS IN A SAVORY TOMATO BASED SAUCE; 8 oz flex pg, PCR-B-061, 8970-01-675-5305

BEEF TACO FILLING; 8 oz flex pg, PCR-B-054, 8940-01-610-1730

CHEESE TORTELLINI IN TOMATO SAUCE; 8 oz flex pg, PCR-C-020, 8940-01-397-6661

CHICKEN, EGG NOODLES AND VEGETABLES, IN SAUCE; 8 oz flex pg, PCR-C-021, 8940-01-426-2282

CHICKEN BURRITO BOWL (CHICKEN W/ BROWN RICE, BEANS AND VEGETABLES); 8 oz (227gm) flex pg, PCR-C-088, 8940-01-650-9564

CHICKEN CHUNKS, WHITE; 5 oz flex pg, CID A-A-20352, PKG&QAP, 8905-01-633-5153

CHILI AND MACARONI; 8 oz flex pg, PCR-C-027, 8940-01-375-4375

CHILI WITH BEANS; 8 oz flex pg, PCR-C-062, 8940-01-527-2311

ELBOW MACARONI IN TOMATO SAUCE; 8 oz flex pg, PCR-E-019, 8940-01-645-0297

ITALIAN SAUSAGE WITH PEPPERS AND ONIONS IN MARINARA SAUCE; 8 oz (227 gm) flex pg, PCR- I-003, 8940-01-683-7561

MEATBALLS IN MARINARA SAUCE; 8 oz flex pg, PCR-M-015, 8940-01-545-4861

MEXICAN STYLE CHICKEN STEW; 8 oz flex pg, PCR-M-016, 8940-01-588-7957

MEXICAN STYLE RICE AND BEAN BOWL; 8 OZ (227 gm) flex pg, PCR-M-017, 8970-01-691-4800

PIZZA SLICE, CHEESE; 3.1 oz (88 gm) flex pg, MIL-DTL-32541, PKG&QAP, Type I, 8940-01-691-5078

PIZZA SLICE, PEPPERONI; 3.1 oz (88 gm) flex pg, MIL-DTL-32541, PKG&QAP, Type II, 8940-01-650-9591

PORK SAUSAGE PATTY, MAPLE FLAVORED; 2.6 oz flex pg, PCR-P-045, 890501-567-8777

SOUTHWEST STYLE BEEF AND BLACK BEANS, W/SAUCE; 8 oz flex pg, PCR-S-018, 8940 01-578-9100

CONTINUED ON NEXT PAGE

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

SPAGHETTI W/ BEEF AND SAUCE; 8 oz flex pg, PCR-S-002, 8940-01-224-5675

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

B. Starches and Soups

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

GRANOLA, WITH MILK AND BLUEBERRIES; 57 gm flex pg, PCR-G-003, Type I, 892001-556-1172

HASH BROWN POTATOES WITH BACON, PEPPERS AND ONIONS; 5 oz (142 gm) flex pg, PCR-H-012, 8940-01631-1860

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

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

POTATOES, AU GRATIN; 5 oz flex pg, PCR-P-048, 8915-01-588-9887

SANTA FE STYLE BROWN RICE AND BEANS; 5 oz flex pg, PCR-S-019, 8940-01-580-4428

C. Fruits

COBBLER, CHERRY BLUEBERRY; 5.0 oz flex pg, PCR-C-058, Flavor 1, 8920-01-525-3546

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

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

D. Desserts and Snacks

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

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

CASHEWS, HALVES (SPLITS), JALAPENO; 19 gm flex pg, CID A-A-20164, PKG&QAP, Type III, Size 2, Style c, 8925-01-578-5357

CHOCOLATE PUDDING WITH PROTEIN; 5.0 oz (128 gm), flex pg; PCR-C-081, Type II, 8940-01-682-8141

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

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

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

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

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

CRACKERS, CHEESE FILLED, PEPPERONI PIZZA; 48 gm flex pg, CID A-A-20195, PKG&QAP, Type VII, Flavor 2, 8920-0568-5168

FRUIT AND VEGETABLE BLEND JUICE SMOOTHIE POWDER, TROPICAL BLEND; 38 gm flex pg, PCR- F-005, 8960-01-691-7254

FIRST STRIKE BAR, APPLE-CINNAMON; 2.3 oz (65 gm) flex pg, PCR-F-001, Flavor II, Style A, Type I, 8940-01-551-6056

FIRST STRIKE BAR, REGULAR, CHOCOLATE; 2.3 oz (65 gm) flex pg, PCR-F-001, Flavor I, Style A, Type I, 8940-01-551-6059

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

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

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

PEANUTS, DRY ROASTED, SALTED; 28 gm flex pg, CID A-A-20164, PKG&QAP, Type II, Style a, 8925-01-450-4234

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

PRETZELS, NUGGETS, HONEY MUSTARD AND ONION; 28 gm flex pg, CID A-A-20195, PKG&QAP, Type II, Style E, Flavor 2, 8940-01-621-5514

PROTEIN PUFFS, RING SHAPED, BARBECUE; 32 gm, flex pg, CID A-A-20195, PKG&QAP, Type IX, 8940-01-684-7937

RECOVERY BAR, SALTED CARAMEL MARSHMALLOW CRISP; 2.2 ounces (62 grams), PCR-R-016, Flavor 1, 8920-01-690-6899

SNACK CRACKERS, BAKED, CHEDDAR CHEESE; 47 gm flex pg, CID A-A-20195, PKG&QAP, Type V, Flavor 1, 8940-01-525-3549

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

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

TRAIL MIX, RECOVERY, WITH BEEF JERKEY; 2.2 oz (62 gm), flex pg, PCR-T-014, Type II, 8940-01-683-8313

E. Candy

LICORICE, CHERRY, BITE SIZE; 63 gm (2.2 oz) flex pg, CID A-A-20177, PKG&QAP, Type V, Style B, Flavor 1, 8925-01-556-9413

MINT RINGS, PEPPERMINT; 32 gm (1.13 oz) flex pg, CID A-A-20177, PKG&QAP, Type VI, Style B, Flavor 2, 8925-01-631-1846

PAN COATED CANDY, DISKS, FRUIT FLAVORED, SWEET AND SOUR; 59.5 gm (2.1 oz) flex pg, CID A-A-20177, PKG&QAP, Type IV, Style A, Flavor 2, Flavor Style d, 8925-01-591-4123

PAN COATED CANDY, DISKS, FRUIT FLAVORED ORIGINAL; 59.5 gm (2.1 oz) flex pg, CID A-A-20177, PKG&QAP, Type IV, Style A, Flavor 2, Flavor Style a, 8925-01-426-1373

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

PAN COATED CANDY, DISKS, PEANUT BUTTER, PLAIN; 43.4 gm (1.53 oz) flex pg, CID A-A-20177, PKG&QAP, Type IV, Style A, Flavor 4, 8925-01-493-4684

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

F. Beverages

CHOCOLATE PROTEIN DRINK POWDER; 2.5 oz (71 gm) flex pg, PCR-C-082, Flavor I, 8960-01-582-6624 CHOCOLATE

PROTEIN DRINK POWDER, CHOCOLATE HAZELNUT; 2.5 oz (71 gm), Flat Interlocking-Closure Pouch; PCR-C-082, Flavor II,

8970-01-683-4579

G. Other Items

BAG, BEVERAGE, HOT, ZIP-LOCK POLYBAG; MIL-PRF-32176, PKG&QAP, 8970-01-522-5200 HOT SAUCE, EXTRA HOT 4X; 1/8 fl oz btl, CID A-A-20097, PKG&QAP, Type II, 8950-01-101-9897

HOT SAUCE, POWDERED, 2 gm foil laminate pg, CID-A-A-20001, PKG&QAP, Type II, Class O, Pack 1, 8950-01-693-3659

INSERT CARD, PAPERBOARD; SSP, MIL-PRF-44073, Type I, 8970-01-631-1828

PEPPER, RED, CRUSHED; 1 gm foil laminate pg, CID A-A-20001, PKG&QAP, Type I, Class Z, Form 3, Pack 1, 8950-01-644-9046

RATION SUPPLEMENT, FLAMELESS HEATER, for MRE, for ration assembly only; MIL-R-44398, 8970-01-321-9153

SLEEVE, PAPERBOARD, SSP; MIL-PRF-44073, Type I, 8970-01-622-8828

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

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**H. Accessory Components**

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

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

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

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

MATCHES, SAFETY, PAPER, 20 SPLINT BOOKS; CID- A-A-59489, PKG&QAP, Type I, Class B, 9920-00-174-3194

SALT, TABLE, IODIZED, FINE GRANULATED OR EVAPORATED; 0.67-0.75 gm pg, US Food Chemicals Codex Sodium, Chloride Monograph, PKG&QAP, 8950-00-641-8980

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

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

SUGAR SUBSTITUTES, NON-CARBOHYDRATE, SUCRALOSE, 1 gm pg, CID- A-A-20178, PKG&QAP, Type IV, Style A, Package 1, 8925-01-557-4041

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**C-3 Date of Pack****A. Ration Assembly**

1. For assembled ration: Acceptance will be limited to assembled rations containing components, including the flameless ration heater, which have been processed and packed subsequent to date of award, except as otherwise specified below.
2. No product shall be older than 180 days (from date of product production) at time of final assembly, unless authorized by the contracting officer. These timelines are not applicable if a shorter time is required by the contract or the product document (ACR, PCR, CID, etc.).
3. For crackers at the ration assembly: The crackers shall not be more than 90 days old at time of unit packaging.
4. The minimum shelf life of the assembled ration shall be 36 months at 80 ° F (27° C).

B. Ration Components

For CFM Entrees, Starches and Soups, Fruits, Desserts and Snacks, Candy, Beverages, edible Other Items, and edible Accessory Components: Acceptance will be limited to product processed and packed subsequent to date of award.

C-4 Miscellaneous Requirements**A. Compliance with Applicable Regulations**

1. The Contractor shall comply with 21 CFR §110 “Current Good Manufacturing Practice in Manufacturing, Packaging, or Holding Human Food” or 21 CFR §117 “Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food”, and other applicable regulations. The Contractor shall ensure all sub-contractors comply with all applicable regulations. In addition, the contractor is required to comply with all applicable parts of the Code of Federal Regulations.
2. All products shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, processing, thermoprocessing, packaging, labeling, packing, storage, and distribution of those products.

B. Performance, Packaging and Quality Specifications

1. This solicitation incorporates the individual Assembly Contract Requirements, Performance- Based Contract Requirements (PCR), Product Contract Requirements (PCR), Military Detail documents (MIL-DTL), Military Performance documents (MIL-PRF), military specifications, Commercial Item Descriptions (CID), Sodium Chloride monograph, and Packaging Requirements and Quality Assurance Provisions (PKG&QAP) to form an integrated technical package.
2. Unless otherwise specified in Sections C, D, or E of this document, Sections C, D, and E of the ACR are applicable in their entirety.
3. Unless otherwise specified in Sections C, D, or E of this document, the packaging provisions and quality assurance provisions (verifications) for individual component items are cited in their respective PCRs, MIL-STDs, MIL-PRFs, PKG&QAPs, and MIL specs.
4. The processing guidelines, salient characteristics, manufacturer's/distributor's product assurances, regulatory requirements, performance requirements, requirements sections of MIL-STDs and MIL-PRFs, and military specifications in their entirety are applicable to this solicitation/contract.
5. Unless otherwise specified in individual PCRs or PKG&QAPs; the thermoprocessing of meat, poultry, fish, vegetables, and fruits shall be in accordance with MIL-PRF-44073, Packaging of Food in Flexible Packages; and the hot-fill processing of fruits shall be in accordance with MIL-PRF-44073, Packaging of Food in Flexible Packages.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**C. Product Sanitarily Approved Source Requirements**

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

2. Sanitary approval is established by:

- a. Listing in the Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Worldwide Directory) as established by the Army Public Health Center, or
- b. An establishment specifically exempted from listing in the Worldwide Directory by AR 40-657/NAVSUP 4355.4H/MCO P10110.31H paragraph 2-15a(2)(a) through (i).

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

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

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

D. Nutritional Requirements

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

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

- a. The Genesis[®] food list files shall be provided for a 100 gm portion.
- b. Genesis[®] food item files shall be included in the analysis file.

CONTINUED ON NEXT PAGE

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

3. The ingredients and weight of each ingredient shall be included for each formulation.
- a. Nutrients included shall be:

<u>Nutrient</u>	<u>Measurement</u>	<u>Nutrient</u>	<u>Measurement</u>
Weight	gram	Kilocalorie	C
Protein	gram	Carbohydrate	gram
Dietary Fiber	gram	Fat (Total)	gram
Cholesterol	milligram	Fat (Saturated)	gram
Water	gram	Fat (Monounsaturated)	gram
Ash	gram	Fat (Polyunsaturated)	gram
Vitamin A	IU	Fat (Trans)	gram
Riboflavin (B2)	milligram	Thiamin (B1)	milligram
Vitamin B6	milligram	Niacin (B3)	milligram
Vitamin C	milligram	Vitamin B12	milligram
VitaminE(α -equivalents) IU		VitaminD	IU
Calcium	milligram	Folate	microgram
Iron	milligram	Copper	milligram
Phosphorus	milligram	Magnesium	milligram
Sodium	milligram	Potassium	milligram
Zinc	milligram		

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

c. Nutrient measurements shall be to the first decimal.

E. Integrated Pest Management Program Requirements

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

<http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**F. Food Defense**

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

G. Contractor Sanitation Program

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

H. Additional requirements

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

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

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

- a. Critical defect: A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end item, i.e., the consumption of the ration.
- b. Major defect: A major defect is a defect, other than critical, that is likely to result in failure, or reduce materially the usability of the unit of product for its intended purpose.
- c. Minor defect: A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use of operation of the unit.

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

8. INGREDIENTS FROM FOREIGN SOURCES: When ingredients are from a foreign country, the contractor shall have that ingredient listed on their "Master List of Ingredients from Foreign Sources". For each ingredient, the Master List shall list the ingredient, the country of origin, and the product(s) in which the ingredient is used. The Master List shall be updated as necessary. The Master List shall be provided to the in- plant GQAR and, upon request, to DLA Troop Support Contracting Officer.

9. RATIIONS NATIONAL CONTRACT (RNC) DELIVERIES AND USDA/USDC

CERTIFICATION: All deliveries of USDA/USDC inspected Rations National Contract (RNC) product shall be USDA/USDC certified. Original USDA/USDC certificates shall accompany each delivery, however, assembler's may receive deliveries accompanied by facsimiles (faxes, scans, etc.) as preliminary evidence of certification. RNC product that requires USDA/USDC certification shall not be accepted without the appropriate original USDA/USDC certification.

10. PER- OR POLYFLUOROALKYL SUBSTANCE PROHIBITION Any food contact substances that are used to assemble and package MRE components that shall not contain per- or polyfluoroalkyl substances.=

I. Surge & Sustainment

Surge and Sustainment (S&S) Requirements (FEB 2017)

1. Definitions. "*Surge and sustainment (S&S)*" means increased quantities and accelerated delivery rates required to meet Military Service requisitions across a broad spectrum of contingencies. The increased quantity and accelerated delivery rate are above and beyond the normal peacetime requirements

"*Capability Assessment Plan (CAP)*" means the offeror's plan for covering S&S requirements, identification of competing priorities for the same resources, and date when the S&S capability can be attained. The offeror must provide the CAP as an attachment to its proposal when S&S items are identified in the solicitation. If the offeror cannot meet S&S quantity and delivery needs, the CAP must identify the shortfall and provide best value solutions.

2. The contractor must maintain its S&S capability to produce and deliver the S&S quantity identified in Section C in accordance with the approved capability assessment plan (CAP) throughout the contract performance period. The contractor must participate in any S&S testing and verification requested by the Government. The contractor agrees to support S&S requirements to the maximum extent practical prior to achieving full S&S capability required in Section C and the CAP; and for requirements exceeding those required in Section C and the CAP but not exceeding any applicable contract maximum quantity or contract value required in FAR 52.216-19. Changes that negatively impact S&S capability must be reported in writing to the contracting officer within ten (10) working days after the contractor become aware of the impact. The notification must include a revised S&S CAP containing proposed corrective actions and date when the S&S capability will be attained.

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

3. The Government reserves the right to verify and test the S&S capability described in the CAP at any time during contract performance. The Government will prepare a test and verification plan and upon request the contractor must demonstrate its S&S capability.
4. If requested by the Government, the contractor must be prepared to provide a plan to participate in S&S validation and testing to verify the S&S capability described in the CAP. Participation in S&S validation and testing will be at no additional expense to the Government, and does not justify an equitable adjustment to the contract price. The plan must include methodology, rating criteria, labor, materials, and time required to conduct validation and testing. S&S validation generally entails verifying if the contractor and subcontractors have;
 - a. sufficient equipment, facilities, personnel, stock, prepositioned raw materials, production capabilities, and base resources;
 - b. agreements, networks, and plans for distribution (receiving, storing, packaging, and issuing);
 - c. transportation services to accommodate the S&S requirements in the contract;
 - d. examination of any in-house work;
 - e. review of the stock rotation plan; and other contracts that impact the production of added or accelerated delivery of contract quantities. The testing/verification plan is required to be included in the offeror's proposal.

C-5 Additions, Deletions, and/or Substitutions**A. The following applies to Fat Testing:**

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

- a. 991.36 - Fat (Crude) in Meat and Poultry Products (Solvent Extraction (Submersion) Method)
- b. 2007.04 - Fat, Moisture, and Protein in Meat and Meat Products Using the FOSS FoodScan™ Near Infrared (NIR) Spectrophotometer
- c. 2008.06 - Moisture and Fat in Meats by Microwave and Nuclear Magnetic Resonance Analysis

B. CID A-A-20298, PKG&QAP, Meat and Poultry Snacks, Cured:

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

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

1/ Each pouch shall have a date of pack noted by using a four digit code beginning with the final digit of the current year followed by the three digit Julian day code. (Example, 14 February 2022 would be coded as 2045). The Julian code shall represent the day the product was packaged into the pouch and processed. Following the four digit Julian code, the other required code information shall be printed in the sequence as listed above.

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

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**C. MIL-PRF-44073, Performance Specification Packaging in Flexible Pouches:**

1. Page 5, § 3.1.4.2 Residual gas volume, after "... not exceed 10 cc.", add the following: The residual gas volume in filled and sealed SSP pouches of Cobbler, produced in accordance with PCR-C-058, shall not exceed 20 cubic centimeters (cc)."
2. Until further notice or for the duration of this contract, two "V" shaped tear notches are authorized on spout pouches as long as the presence of, location of, and depths of the notches are in keeping with spec drawings. If two notches are present, use the reverse view to determine correct location of the second notch.

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

1. Until further notice or for the duration of this contract, the microbiological requirement for *Salmonella* testing is not required.

2. Page 13, Section E-5, § B (4) b. Aflatoxin testing, Disregard text and read as:
"b. Aflatoxin testing. Aflatoxin content testing. Compliance with aflatoxin testing requirements can be achieved in either of the two methods (A) or (B) described below. Note that method (B) requires certain conditions to be met.

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

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

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

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

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

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

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

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

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

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

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

*Crop Year: Most recent crop year available at the time of purchase as long as supplier shelf life and storage specifications have been met.

E. CID A-A-20195 PKG&QAP, Snack Foods:

Page 12, foot note "5/", after "...verified by", disregard "USDA" and read as "GQAR"

F. PCR-T-014, Trail Mix, Recovery, Packaged in a Flexible Pouch:

Until further notice or for the duration of this contract, the microbiological requirement for *Salmonella* testing is not required for Recovery Trail Mix, Types I & II.

G. ACR-M-042, Meal, Ready-To-Eat (MRE), Assembly Requirements:

1. Section D-1, § A, (5) last sentence, delete "of the appropriate food product document(s)" and insert "of Section D, Part II- Technical Data for Contractor Furnished Material (CFM) Components in this solicitation".
2. Section D-5 MARKING, § B. Unit Loads., disregard text after "...DLA Troop Support Form 3556."
3. This modification applies to all subsequent ACRs for the duration of the current contract.

H. PKG&QAP A-A-20352 Packaging Requirements and Quality Assurance Provisions for CID A-A-20352 Chicken Chunks, White, Cooked, Canned or in Flexible Pouches:

MRE Chicken Chunks - product exam preparation "Until further notice, when preparing pouches for the product examination in accordance with E-5, A, Table I, PKG&QAP A-A-20352B, 23 May 2014, W/ Change 05 15 May 18, it is not required to immerse pouches in not less than 140°F and not greater than 190°F water for 10 minutes prior to conducting the product examination. The preceding instruction, discontinuing the heating of product examination sample pouches, shall also apply to subsequent editions or revisions of PKG&QAP A-A-20352 applied to this contract. Instructions for preparing pouches for the drained weight inspection by immersing pouches in not less than 140°F and not greater than 190°F water for 10 minutes prior to conducting the drained weight inspection shall remain as designated in E-5, A, of the PKG&QAP. It is recommended that the set of sample pouches used to conduct the drained weight inspection also be used to determine the net weights of pouches, each successive sample pouch to have both a net weight and a drained weight determination performed on and recorded for that sample pouch."

I. PCR-F-001 First Strike Bars:

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

J. Salmonella Testing:

1. For all documents that require *Salmonella* testing, a nationally recognized certified laboratory or government laboratory can perform testing using AOAC OMA 2004.03 (VIDAS) or AOAC OMA 2003.09 (BAX) methods. The laboratory shall utilize the methods that are fit for purpose for the commodity type.
2. Product verification sampling for *Salmonella* testing When USDA verification of microbiological requirements is specified in the solicitation, contract, or purchase order, microbiological testing shall be performed on five individual samples regardless of lot size. Each individual sample shall be comprised of the number of randomly drawn filled and sealed pouches necessary to yield a minimum sample weight of 28 g (1 oz).

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**K. DLA Troop Support Form 3507, Loads, Unit: Preparation of Semipeishable Subsistence items, Apr 2014:**

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

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

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

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

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

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

Class (Class 1): Stringer Pallet.

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

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

Size 2. 40 inch x 48 inch.

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

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

L. ACR-M-042, Meal, Ready-to-Eat (MRE), Assembly Requirements:

ACR Section E, E.(1), TABLE VIII, footnote reading " 2/ Each missing meal is scored as a defect." is not applicable to this contract and shall be replaced. For the purpose of TABLE VIII inspection with this contract, replacement footnote 2/ shall be read "2/ Each missing meal shall be cause for rejection of the lot."

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

For commercially packaged items that are overwrapped, the above information shall be printed on either the inner or outer package or both. The product name and date shall be printed on the outer package.

- N.** When the color of the primary food component pouch is not indicated in the applicable product specification, the complete exterior surface of the pouch shall be uniformly colored in the range of 20219, 30219, 30227, 30279, 30313, 30324, or 30450 of SAE AMS -STD-595, Colors Used in Government Procurement."

SECTION D - PACKAGING AND MARKING**Part I - Technical Data for MRE Assembly**

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

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

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

D-4 Unitization:

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

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

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

² Three-stringer construction is acceptable.

D-5 Marking:

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

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

<p>8970-00-149-1094 MEAL, READY-TO-EAT, INDIVIDUAL 12 MEALS³ WT. _____ CU. _____ CONTRACT NO. _____⁴ NAME, ADDRESS, AND ZIP CODE OF ASSEMBLY CONTRACTOR (e.g. TEFCO, INC., BROOMALL, PA 19101 U.S. GOVERNMENT PROPERTY – COMMERCIAL RESALE IS UNLAWFUL</p>

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

<p>DATE OF PACK/LOT NUMBER _____^{5,6} INSPECTION/TEST DATE _____^{7,8} CASE TYPE and MENUS RANGE (designate A or B type case and menus range 1-12 or 13-24 as applicable)</p>
--

3. Time Temperature Indicator shall be centrally positioned on a closure flap and shall conform to a single pattern of placement. A minimum distance (quiet zone) of ¼ inch from the nearest marking shall be maintained.
4. One side panel of the shipping container shall be marked "MEAL, READY-TO-EAT, INDIVIDUAL" in letters not less than 1-1/4 inches high with the French translation "Repas, Prêt-à-Consommer, Individuel" marked underneath in letters not less than 1 inch. Underneath the ration nomenclature, in letters not less than ½ inch, the shipping container shall be marked "DO NOT ROUGH HANDLE WHEN FROZEN (0° F or below)".

SECTION D - PACKAGING AND MARKING (CONTINUED)

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

⁴ The "Contract No." line may precede or follow The "Name, address, and zip code of assembly contractor" line.

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

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

⁷ The Shipping containers shall contain all of the required marking. The ration assembler shall be responsible for applying the required markings. The shelf-life for the assembled ration is 36 months at 80°F and shall be used in computing the Inspection/Test date.

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

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

NOTICE

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

5. For line items scheduled for delivery to controlled storage, the following additional special markings shall be printed on pressure-sensitive labels. One label shall be applied to each case end-panel on the end opposite the contractual markings and one label shall be applied adjacent to the unit load markings. The label shall read as follows:
 - a. The lettering of the above label shall be ¼ inch solid letters with the exception of the word "NOTICE" which shall be ½ inch solid letters.
 - b. At the Contractors' sole discretion, the controlled storage markings as described above may be pre-printed on the shipping container or otherwise marked under any applicable requirements cited for marking of shipping containers. Under this alternative, it is the responsibility of the contractor to determine the quantity, if any, of such pre-printed shipping containers that will be necessary. It remains the responsibility of the Contractor to properly mark the shipping containers as required by contractual documents.
6. To be in compliance with OSHA requirements, when the shipping container contains Flameless Ration Heater (FRHs) the following information must appear on a major flap of the shipping case closure immediately to the right of the marked end panel. The upper case letters shall not be more than ¼ inch high. The lower case letters shall not be less than 3/16 inch high.

**Note: WATER ACTIVATED Flameless Ration Heater,
NSN 8970-01-321-9153, supplied in each menu bag.**

B. Assembled Ration Unit Loads⁹:

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

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

SECTION D - PACKAGING AND MARKING (CONTINUED)

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

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

Part II -Technical Data for Contractor Furnished Material (CFM) Components**Sub-part A: Requirements For CFM Components Packaged In Accordance With MIL- PRF-44073 “Packaging Of Food In Flexible Pouches”.****D-1 Packaging:**

Product shall be filled into pouches and processed in accordance with MIL-PRF-44073, Packaging of Food in Flexible Pouches, Type I, Style 1. End-item primary packaging materials in contact with and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances.

D-2 Labeling:

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

1. Labeling information shall include:

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

Pouch code includes: ¹⁰

(a) Lot Number

(b) Filling equipment identification number

(c) Company code or USDA establishment number (as applicable)

(d) Retort identification number and Retort cook number (Optional)

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

2. USDA official inspection legend for the packer's plant when applicable ¹¹

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

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

B. Paperboard Sleeves.

1. The sleeves shall be clearly printed on one of the panels with permanent black ink as follows: ^{12, 13, 14}

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

b. Ingredients

c. Net weight

d. Name and address of packer

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

2. Military nutrition information graphics shall be in accordance with the requirements in ACR-M-042.

¹² Applicable to entrees: With contracting officer approval, this information may be printed on the pouch in lieu of the paperboard sleeve.

¹³ Applicable to sides: With contracting officer approval, this information may be printed on the pouch or on a separate paperboard insert card in lieu of the paperboard sleeve.

¹⁴ Applicable to sides: If printed on the sleeve, it shall be configured to fit alongside similar information for an accompanying pouched product. Identity of accompanying pouched product and approval of label design shall be obtained from the contracting officer.

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

CONTINUED ON NEXT PAGE

SECTION D - PACKAGING AND MARKING (CONTINUED)**ENTREES:**

- Menu 1 PCR-C-062 CHILI WITH BEANS
 Menu 2 PCR-B-057 SHREDDED BEEF IN BARBECUE SAUCE
 Menu 3 PCR-C-021 CHICKEN, EGG NOODLES, AND VEGETABLES, IN SAUCE
 Menu 4 PCR-S-002 SPAGHETTI WITH BEEF AND SAUCE
 Menu 6 PCR-B-054 BEEF TACO
 Menu 7 PCR-B-050 BEEF STRIPS IN A SAVORY TOMATO SAUCE
 Menu 8 PCR-M-015 MEATBALLS IN MARINARA SAUCE
 Menu 9 PCR-B-020 BEEF STEW
 Menu 10 PCR-C-027 CHILI AND MACARONI
 Menu 12 PCR-E-019 ELBOW MACARONI IN TOMATO SAUCE
 Menu 13 PCR-C-020 CHEESE TORTELLINI IN TOMATO SAUCE
 Menu 14 PCR-M-017 MEXICAN STYLE RICE AND BEAN BOWL
 Menu 15 PCR-M-016 MEXICAN STYLE CHICKEN STEW
 Menu 16 PCR-C-088 CHICKEN BURRITO BOWL (CHICKEN WITH RICE, BEANS AND VEGETABLES)
 Menu 17 PCR-P-045 PORK SAUSAGE PATTY, MAPLE FLAVORED
 Menu 18 PCR-B-021 BEEF RAVIOLI IN MEAT SAUCE
 Menu 19 PCR-B-029 BEEF PATTY, GRILLED, JALAPENO PEPPER JACK FLAVOR, CAMEL COLOR ADDED
 Menu 20 PCR-I-003 ITALIAN SAUSAGE WITH PEPPERS AND ONIONS IN MARINARA SAUCE
 Menu 22 PCR-B-060 GOULASH (BEEF WITH BROWN RICE, SPINACH, CARROTS, TOMATOES AND SMOKED PAPRIKA) ASIAN STYLE BEEF STRIPS WITH VEGETABLES
 Menu 24 PCR-S-018 SOUTHWEST STYLE BEEF AND BLACK BEANS WITH SAUCE

SIDES:

- Menu 6 PCR-S-019 SANTA FE STYLE RICE AND BEANS
 Menu 8 & 24 PCR-C-058 CHERRY BLUEBERRY COBBLER
 Menu 17 PCR-H-012 HASH BROWN POTATOES WITH BACON, PEPPERS AND ONIONS
 Menu 19 PCR-P-048 AU GRATIN POTATOES

D-3 Packing: It shall be the responsibility of the Assembly Contractor to ensure that CFM components shipped to a unit packager and/or to the assembly point is packed to assure product compliance with applicable end-item requirements.

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

D-5 Marking: Marking of CFM product shipping containers shipped to a unit packager and/or to the assembly point shall be in accordance with applicable Federal and/or State requirements, provided that a production lot number that indicates the production date of the contents is included. The lot number on the shipping container may be "in the clear", a Julian date code, or such other code as must be explained in a letter to the Contracting Officer and to the applicable inspection personnel.

SECTION D - PACKAGING AND MARKING (CONTINUED)**Sub-art B: Packaging, Labeling, Packing, Marking Requirements For CFM Components Not Packaged In Accordance With MIL-PRF-44073 "Packaging Of Food In Flexible Pouches".****D-1 PACKAGING:**

A. Individual component packaging requirements are found in the component's technical specifications document:

1. For Performance-Based Contract Requirement and Product Contract Requirement (PCR) components: Packaging requirements are specified in Section D-1 of the PCR.
2. For Commercial Item Description (CID) components: Packaging requirements are specified in Section D-1 of the CID's Packaging Requirements and Quality Assurance Provisions (PKG&QAP).
3. For MIL-DTL components: Packaging requirements are specified in Section D-1 of the MIL-DTL's PKG&QAP.
4. For Ration Supplement, Flameless Ration Heater: Packaging requirements are specified in Section D-1 of the specification's PKG&QAP .
5. For Sodium Chloride Monograph components: Packaging requirements shall be in accordance with good commercial manufacturing practices.
6. For the Spoon, Picnic, Plastic: Each Spoon shall be unit packaged separately in a snug-fitting wrapper/bag/ envelope made of material suitably formulated for use with food packages. Polymeric film shall be 0.001 inch thick. The contractor shall certify that the materials used are safe in or on food by reference to, and in accordance with, 21 CFR, Parts 170-189 or other recognized health standards and regulations. Closure and forming seams shall be heat sealed in such a manner that after elimination of excessive entrapped air, the packaging material will closely conform to the spoon being unit packaged. Materials other than polymeric films shall require the approval of the contracting officer.
7. For Sugar and Sugar Substitute components referenced in Section C-2: Packaging requirements shall be in accordance with good commercial manufacturing practices.
8. End-item primary packaging materials in contact with and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances.

D-2 LABELING:

- A. In addition to individual component labeling requirements, all components shall be labeled in accordance with all applicable FDA and USDA requirements, including "NUTRITION FACTS" labeling in accordance with the Nutrition Labeling and Education Act (NLEA).
- B. When the unit packager/assembler is overwrapping commercially wrapped and labeled product that meets the requirements of the NLEA, it will only be necessary to apply product name and date-of-pack to the overwrapped pouch.
- C. Individual component labeling requirements are found in the component's prime documents:
1. For PCR components: Labeling requirements are specified in Section D-2 of the PCR.
 2. For CID components: Labeling requirements are specified in Section D-2 of the CID's PKG&QAP.
 3. For MIL-DTL components: Labeling requirements are specified in Section D-2 of the MIL-DTL's PKG&QAP.
 4. For Ration Supplement, Flameless Ration Heater: Labeling requirements are specified in Section D-1 of the specification's PKG&QAP.
 5. For Sodium Chloride Monograph components: Labeling requirements shall be in accordance with good commercial manufacturing practices.
 6. For Sugar and Sugar Substitute components referenced in Section C-2: Labeling requirements shall be in accordance with good commercial manufacturing practices.
 7. For the Spoon, Picnic, Plastic: The manufacturer's trade name/trademark, readily identifiable with the manufacturer, shall be molded on the underside of the spoon or alternatively, printed on each spoon packet.

SECTION D - PACKAGING AND MARKING (CONTINUED)

D-3 Packing: It shall be the responsibility of the Assembly Contractor to ensure that CFM components shipped to a unit packager and/or to the assembly point is packed to assure product compliance with applicable end-item requirements.

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

D-5 Marking:

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

PART III -Miscellaneous**D-1 Shipping and Comingling of Lots:**

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

1. Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc) and/or as authorized by the Contracting Officer.
2. Each shipping case shall normally contain only one manufacturer's lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within. See the following sub- paragraph entitled "Mixed Code Lots" for exception.
3. Each unit load shall contain only one production lot, as a rule. However, when a partial unit load remains at the end of a production day, the contractor is permitted to complete the unit load with another lot's material. In this instance a unit load may consist of two lots to facilitate shipment.
4. When two lots are incorporated on one pallet, the lots shall be distinctly separated by the use of paper or other material suitable for this purpose. When this occurs, the contractor shall affix a unit load placard on two adjacent sides of the unit load, identifying each lot number on the load and the quantities of pouches/items within each lot.
5. Assemblers shall assemble one (1) component lot at a time, i. e., one (1) component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow.
6. Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250, WAWF Receiving Report. Thermostabilized items, water activity stabilized items and cheese spread shall also cite subcodes delivered.

SECTION D - PACKAGING AND MARKING (CONTINUED)

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

1. A "mixed code lot" is defined as a lot consisting of small quantities of components representing different lots. These components usually accumulate as the result of sampling for the purposes of incubation, USDA standby samples or for similar reasons.
2. Unit loads containing mixed code lots shall be identified by the use of unit load placards. The placards shall list all the lots and the quantities of pouches/items within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers and corresponding lot quantities shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250, WAWF Receiving Report.
3. Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.
4. When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot, a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

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

1. The entire lot shall be shipped to only one assembler and received in accordance with the applicable Quality Systems Plan.
2. Whole lots may be split in two (2) portions for separate shipments.
 - a. Split lot shipments may be shipped to more than one (1) assembler but not more than two (2) assemblers.
 - b. No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.
 - c. Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.
 - d. The origin manufacturer assumes full liability for both portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, both portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portion, regardless of where the product was assembled.
 - e. Associated lot shipping documentation will reflect split lot status, original lot quantities, and receipt inspection results.
 - f. Both portions of all split lots will be stored in approved facilities only.

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE

ASQ/ANSI Z1.4 -2003 (R2018), SAMPLING PROCEDURES AND TABLES FOR INSPECTION BY ATTRIBUTES, is the edition currently available at the ANSI webstore, and the edition of the standard referenced for use with this solicitation/contract. This latest standard is a reaffirmation of ANSI/ASQ Z1.4 -2003 (R2013), and the (R2013) edition may be used in place of the (R2018). Except as related to the inspection of supplies for the presence of defects categorized as critical by this solicitation and its supporting documents, the procedures found in ASQ/ANSI Z1.4-2003, paragraph titled "8. NORMAL, TIGHTENED AND REDUCED INSPECTION", apply for Government verification inspection. ASQ/ANSI Z1.4, sub-paragraph "8.5 LIMIT NUMBERS FOR REDUCED INSPECTION" is applicable for use with this solicitation/contract. Where contractor end-item inspection is required, the contractor must select for end item examination, as a minimum, the same number of samples selected by the Government for end item inspection.

Applicable to all Contractor Lot Offer Submittal Packages. The contractor's submittal package for each food component lot and each final assembly lot, shall contain the offeror's documentation that the end-item primary packaging materials in contact with the food and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Offeror's may offer Supplier's Certificates of Conformance as documentation. End-item compliance with the absence of per- or polyfluoroalkyl substances shall be verified and may be verified by means of a supplier's Certificate of Conformance. Any substance in contact with the end-item food that cannot be verified as a compliant substance shall be cause for rejection of the lot.

E-1. Quality Assurance Requirements for Ration Component Production Plants and Ration Sub Assembly and Assembly Plants.**A. Higher Level Quality Requirements - Documented Quality Systems Plan (QSP)**

The contractor shall model the documented QSP after ISO/ANSI/ASQ 9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQ 9001. The contractor shall identify the quality standard used to model their QSP. If the contractor proposes an alternate (i.e., non-standard) process control system, this shall be clearly stated in the QSP. Some contractors may have third party certification of their quality system, which the private sector devised to administer the ISO series standards. However, certification by any third party, to include Government certifications, is not required. Whether or not contractors want to use third party certification is completely optional on their part. Although certification information may be provided as documentation and evidence to support the system proposed by the contractor, third party certification/ registration documentation is not a substitute for government quality assurance with regard to components used in the operational ration programs. Regardless of the standard or non-standard document used to model the documented QSP, the documented QSP shall address, at a minimum, the following elements (within each section of the element the contractor shall provide the information and address the questions, as applicable, listed in Operational Rations Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline):

QSP General Outline

- I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN**
- II. TRAINING**
- III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS**
- IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT (IAW NCSL Z540.3 or ISO 10012)**
- V. CONTROL AND PROTECTION OF PRODUCT**
 1. Handling, Storage, Packaging, Preservation, and Delivery Program
 2. Product Identification and Traceability Program
 3. Inspection and Test Status and Records
 4. Control of Nonconforming Material/Product
- VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER- SUPPLIED PRODUCT (Government Furnished Material)**
- VII. RECEIPT INSPECTION AND TESTING**
- VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:**
 1. Manufacturing Process Control Techniques (MPC QAP)
 2. Statistical Process Control Techniques (SPC QAP)

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**IX. REGULATORY CONTROLS**

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

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

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

The documented QSP will be evaluated by the Operational Rations Quality System Audit Team (composed of DLA Troop Support-FTSB and USDA-AMS, Quality Systems Auditors), USDA-AMS Operational Rations Program Coordinator, and the Government In-Plant Quality Assurance Representatives (QAR) assigned to perform Government QA functions at contractors' facilities. Government personnel will use the Operational Rations Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline (in conjunction with the standard or other document identified in the contractor's QSP) as the basic framework against which they will evaluate QSPs. Workbook I was developed to standardize the evaluations of documented QSPs (developed using ISO/ANSI/ASQ 9001, other recognized industry quality standards, or a non-standard contractor's specific process control system) submitted by contractors for the purpose of demonstrating their capability to meet the higher-level contract quality requirements using any of the aforementioned documents and for the contracting officer to assess a contractor's capability to meet the contract requirements.

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

Offerors/Contractors can request a copy of Workbook I by contacting the applicable contracting officer or DLA Troop Support-FTSB. Workbook I is also available online in PDF format at the following website:

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

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

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

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

1. Accessory package components (except for RNC beverage contract items). The ACR provides the list of accessory components.
2. Condiments (even if packaged in laminated barrier pouches): hot sauce, ketchup, mayonnaise, mustard, etc.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

3. Bulk packed food component items: Bulk packed, as used in this paragraph, means product in compliance with the *Bulk Packed Component Item Qualification Requirements* applies to product that is packed for transportation in accordance with local, state, and federal requirements, and received for the purpose of its finished product packaging.

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

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

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

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

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

Send MAILED OFFER to:

ATTN: Katherine Knecht and Tiendung Nguyen

DLA TROOP SUPPORT

POST OFFICE BOX 56667 PHILADELPHIA,

PA 19111-6667

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

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

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

ATTN: Benjamin Jackson

1400 INDEPENDENCE AVE. SW

ROOM 1536, SOUTH BLDG.

WASHINGTON, DC 20250-0247

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**ARMY PUBLIC HEALTH CENTER****VETERINARY SERVICES PORTFOLIO**

Attn: MCHB-IP-VF

CHIEF, OPERATIONAL RATIONS

5158 BLACKHAWK ROAD BLDG. E5158

ABERDEEN PROVING GROUND, MD 21010-5403

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

a. DCMA GARDEN CITY

605 STEWART AVE.

GARDEN CITY, NY 11530-4761

b. DCMA DAYTON

1507 WILMINGTON PIKE

DAYTON, OH 45444-5300

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

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

Send MAILED OFFER to:**ATTN: FTSB Operational Rations Quality Systems Audit Team**

DLA TROOP SUPPORT

POST OFFICE BOX 56667

PHILADELPHIA, PA 19111-6667

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

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

Procedures or changes to a QSP that may involve a change to a specific contractual requirement (cited in the contract TDP/ items specifications/CID/) must be coordinated and approved by the Contracting Officer. To expedite the evaluation process, all QSP changes (**that do not involve a specific contractual change**) shall be **simultaneously** provided to the In-Plant GQAR and a copy faxed, E-mailed, or mailed to DLA Troop Support-FTSB and each applicable office for their review.

To expedite the evaluation process, all QSP changes (**that do not involve a specific contractual change**) shall be **simultaneously** provided to the In-Plant GQAR and a copy faxed, E-mailed, or mailed to DLA Troop Support-FTSB and each applicable office for their review.

The GQAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DLA Troop Support-FTSB after the contractor submits the change to DLA Troop Support. The contractor's documented QSP is considered a living document and continuous improvements are highly encouraged.

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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

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

As the holder of a contract with the Department of Defense, the Contractor should be aware of the vital role they play in supporting our customers. It is incumbent upon the Contractor to take all necessary actions to secure product produced for and delivered to all DLA customers. The Government strongly recommends that all firms review their food defense plans relating to plant security and security of the products produced in light of the heightened threat of terrorism, and secure product from intentional adulteration/contamination.

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

Food Defense Plans will be evaluated to ensure compliance with the DLA Troop Support Food Defense Checklist. All areas of concern listed in the DLA Food Defense Checklist must be addressed within the FDP.

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

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

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

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

B. The following is applicable to this contract:

QUALITY ASSURANCE PROVISION MANUFACTURING

PROCESS CONTROLS AND IN-PROCESS INSPECTIONS

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

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

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

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

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

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

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

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

C. The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract:**QUALITY ASSURANCE PROVISION****STATISTICAL PROCESS CONTROLS**

DLA Troop Support FT-12-001

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

I. General Requirements:

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

B. Minimum criteria are established in the American Society of Quality (ASQ) standards B.1, B.2 and B.3 (formerly the ANSI standards Z1.1, Z1.2, and Z1.3). Alternate SPC techniques such as short run methods are also allowed where applicable.

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

C. This QAP applies to all work performed at the prime contractor and, when required by contract, at subcontractor facilities. However, in those instances where it is not required of the subcontractor by contract, it does not prohibit the prime contractor from requiring it from their subcontractor of their own accord.

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

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

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

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

2. If techniques selected (MPC, SPC, or combination of both) were determined to be adequate (in a QSP previously submitted and approved by DLA Troop Support - FTSB), the offeror shall certify that these techniques are still adequate to effectively control the processes and that the system implemented is still capable of consistently producing conforming product.

II. Specific Requirements:

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

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

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

5. For Other Items SPC techniques are optional.

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

(b) **SPC Program:** The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) shall be covered in the applicable section of the contractor's QSP. For characteristics as designated by the Offeror and/or the Government to be controlled using SPC or MPC techniques as indicated above, the QSP, as a minimum, must address the following:

The QSP must identify and define each in-process control point (IPCP) and/or process control point (PCP) in sequence in relation to the production, subassembly/assembly flow or chain of events (from weighing/mixing/batching of ingredients/materials, packaging, to final product); clearly identify the control technique selected (SPC/ MPC or combination) to control each process identified; the number of samples selected, location of sample selection, and frequency of sampling at each IPCP and PCP identified; include procedures that describe the production/ assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item); and identify documents that are the basis for the SPC/MPC program including internal audits, textbooks, standards, and/ or Government documents.

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

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

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

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

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

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

D. The contractor's documented QSP and implemented Quality Systems are to be verified by the in-plant Government QAR's/inspectors, when Government source inspection is required, in accordance with the DLA Troop Support Operational Rations Documented QSP Evaluation Guideline- Workbook I, the regulations/and file codes of the respective inspection agency, and the particular requirements detailed in the contract.

E-2. Particular Requirements for Ration Assembler

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

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

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

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

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

F. VFI inspection is required for the sub assembly packaging, at the assembly plant, of bulk-packed component items that are individually packaged by an assembler/packer into military packaging (laminated barrier pouches), accessory bags, menu sub assembly pack, and MRE final assembly, i.e., MRE menus and final cases. When the sub assembly packaging of the aforementioned products occurs at a location not under the supervision of the Veterinary Food Inspector, the process shall be under the requirements of contractor-paid USDA-AMS,SCI Division inspection. When dairy component products or non-dairy creamer (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, puddings, granolas with milk and fruit, ice cream sandwich, etc.), are packaged into finished product at the assembler's plant, in-process and final inspection will be under the requirements of contractor-paid USDA-AMS, SCI Division inspection. Regardless of the Government agency designated cognizance for the support of the Government's quality assurance requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory. The regulations, file codes, inspection manuals, inspection procedures, etc. of the respective inspection agency are applicable to the contract in conjunction with the quality assurance requirements of the contract.

G. Plan for the Inspection Job (PIJ)

(A.) Prior to initiating production of supplies, the contractor must furnish information to and cooperate in the completion by the GQAR of DSCP Form 3587 (Plan for the Inspection Job (PIJ)) or a PIJ document of a form acceptable to the GQAR. The DSCP Form 3587 or PIJ document shall include, but not necessarily be limited to, the data or information necessary to complete and finalize the DSCP Form 3587 and sub-part (B.) of this part of sub-section E-2, and which shall address procedures for supplying the GQAR with information necessary to maintain the GQAR's Critical Defect Log and informing the GQAR of Contractor's response to meeting or exceeding critical defect action

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

levels/process averages documented in the contractor's Quality Systems Plan. A copy of Form 3587 may be found at

<https://www.dla.mil/TroopSupport/Subsistence/OperationalRations/qapubs/>

(B.) The PIJ prepared by the QAR is deemed complete and approved for the production of supplies as described therein when dated and signed by the contractor and the QAR. **A copy of the completed and signed PIJ and subsequent revisions shall be submitted to DLA Troop Support -FTSB and FTSC.**

Preparation of this document may require preproduction/postaward conferences between Government and contractor representatives. The contractor shall sign and date the PIJ to signify agreement to all terms and conditions therein. Production of supplies shall not commence until the document is signed by both parties. The document may remain in effect for subsequent contracts provided it is reviewed (revised as necessary) at quarterly intervals, initialed and dated by the contractor and the QAR to certify currency. The document shall be revised/amended prior to production of new items not included in the basic document or whenever significant changes occur in contractual inspection documents that necessitate modification. When signed by both the contractor and the QAR, the PIJ document is contractually binding. Failure of the contractor to comply with the document will be reported by the QAR to the contracting officer for appropriate action for noncompliance with the inspection requirements of the contract. However, occasional minor deviations from the scheduled production hours or lot size(s) cited in the PIJ may be approved by the QAR for cogent reasons.

The contractor shall make no changes in the approved PIJ document without submitting a written request detailing the change and receiving written approval from the QAR. In the event the contractor and the QAR cannot agree on any detail of the content of the document, the QAR shall refer the conflict to the contracting officer for resolution.

H. Traceability Requirements and Examination

The ration assembler shall maintain records identifying the menu components used in packing and assembling each end item lot. These records shall maintain traceability of components to the extent that a lot and contract number of a component can be traced to an assembled end item lot. The system should also enable the assembler to list component contract numbers and lots within a particular end item lot. The assembled end item lot, usually one day's production, shall be clearly identified on the exterior of each case. In addition, the ration assembler shall maintain records of when and where assembled end item lots for a particular assembly contract have been shipped. The ration assembler shall provide the VFI (Veterinary Food Inspector) with a copy of the lot traceability records prior to shipment of each assembled lot. The following non-food items are exempt from traceability requirements: hand cleaner, matches, spoons and toilet tissue.

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

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

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

I. Assembly of Mixed Code Lots

Mixed lots are small quantities of components representing different lots. These lots may include component material from the salvage operation or other sources that has been determined to be conforming and authorized for use in assembly. Unit loads containing mixed code lots, shall be identified as such by the use of unit load marking panels.

The unit load marking panels shall list all the lots contained on the pallet; they shall be affixed to two sides of the unit load. The assembly contractor may periodically assemble the mixed lots into one lot.

Mixed lot components shall be exhausted by assembling them into a final lot at least once every quarter but may be assembled into two consecutive production days if not more than once a month. For the purpose of precluding residual mixed lot components, all mixed lots components in-house prior to the final week of scheduling assembly production, shall be used in final assemblies delivered under this contract.

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**K. Receipt Inspection at Destination**

In addition to the origin inspection specified above, the supplies delivered shall be subject to receipt inspection at destination in accordance with the following criteria: All items delivered (CFM and RNC) shall be receipt inspected in accordance with the assembler's receipt inspection program as outlined in the assembler's Quality Systems Plan (QSP). The contractor's receipt inspection program will be verified by the USAPHC Veterinary Food Inspection (VFI) personnel assigned to the assembly plant. Receipt inspection must include examination for the presence of internal infestation, foreign material, and contamination. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot. Any receipt inspection failure applicable to a particular production lot shall be considered to be representative of the entire production lot and shall be cause for rejection of the entire production lot. Receipt examinations for pouch integrity (CFM and RNC), shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread and product packaged in accordance with MIL-PRF-44073. Samples for receipt inspection (ex. 200 samples items packaged in accordance with MILPRF- 44073) shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the Technical Data Package will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option or performed in accordance with the assembler's QSP.

For RNC product, at no time may the assembler's receipt inspection be more severe than origin inspection criteria. Defect classifications and descriptions shall correspond to the origin specification defect classifications. Generally, defects found by the assembler in RNC deliveries will be verified by the VFI and the VFI findings will be reported to DLA. However, the VFI is not required to verify the assembler's inspection results when the assembler finds that the required USDA-AMS/USDC-NMFS certification is missing or when the assembler finds evidence of insect or rodent infestation, foreign material, contamination, or other food-safety issues. The Government always reserves the right to have the VFI verify the assembler's inspection results, whether or not the assembler finds any defects in RNC deliveries. Final responsibility for the initial acceptance of RNC product by the assembler, or initial rejection of RNC product by the Government resides with the Government. The Government's decision to accept or reject RNC product may be based upon the assembler's receipt inspection results or the VFI findings, as the Government deems appropriate. The Government's decision to accept or reject product is binding on the both the RNC supplier and the assembler. NOTE FOR GQAR AT ASSEMBLER: Upon a Government determination to declare RNC product acceptable at receipt, the assembler assumes ownership of RNC product.

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

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

There will be no grand lotting of items packaged in accordance with MIL-PRF-44073 or with PCR-C-039 for pouch integrity inspection. When the total shipment is inspected as a single lot, the identity of the items must be maintained and samples must be drawn from each lot in proportion to its size. Homogeneous components are defined as follows: items procured by identical prime documents (identical PCRs, Commercial Item Descriptions) except for items packaged in accordance with MIL-PRF-44073 and PCR-C-039.

The Government may perform verification inspection (examination, testing, or both) to assure itself that the conformance certificates (USDA/USDA certifications, DCMA certifications, CoAs, CoCs) furnished by the contractor can be relied upon. Verification inspection performed by the Government will be in accordance with the Quality Assurance Provisions of the product being verified. The original inspection lots need not be reconstituted. For sampling purposes, supplies delivered under the contract may be grouped to form lots. The size of the sample will be determined for the quantity of supplies on which action is proposed. Whenever the contract does not provide criteria to determine the number of sample units, the number of containers selected for appropriate number of sample units, the number of containers selected for sampling will be the square root of the number of containers in the lot. Preformed pouches, HFFS roll-stock, and any other materials that contact the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Compliance with the absence of per- or polyfluoroalkyl substances shall be verified by the assembler upon receipt, and may be verified by the supplier's Certificate of Conformance.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

L. In the event the assembler is also a manufacturer of component(s) of the MRE, the requirements in the sub-sections (E-1 through E-7) of this Section E are required where applicable to components being manufactured.

M. Subcontracts

- (1.) The contractor agrees that the Government shall have the right to perform a source inspection of components to be used in the manufacture of the supplies covered herein whenever the contracting officer deems such an inspection appropriate; where source inspection requires the additional consent to inspection from subcontractor, the contractor agrees to obtain such consent.
- (2.) In addition to obtaining consent to inspection from subcontractors, the prime contractor agrees to stipulate the applicable inspection provisions cited the sub-sections (E-1 through E-7) of this Section E as requirements in the contract (s) with the subcontractor(s).
- (3.) The prime contractor shall furnish with his offer a written certificate to the contracting officer as to the name of the subcontractor(s) utilized, including location and item procured. This includes the suppliers of the flameless ration heaters and packaging and packing materials requiring source inspection by the DCMA Quality Assurance Representatives. In the event the listing needs to be revised after award is made, the prime contractor shall furnish a revised listing to the Contracting Officer.
- (4.) The prime contractor shall be responsible for the performance of all subcontractors. The prime contractor shall impose the responsibility for quality control, inspection, and providing inspection records on subcontractors, as required to insure compliance with specifications and conformance to contract requirements. Such inspections shall be accomplished by contractors, subcontractors, or when required by the applicable federal inspection agency at contractor or subcontractor expense. However, to the extent that the offeror does propose to utilize subcontractors for the performance of this contract, determination by the Contracting Officer of the prospective subcontractor's responsibility will be necessary in order to determine the responsibility of the offerors; and this determination of responsibility shall be based on the same factors as are applicable to the determination of the responsibility of the offeror.
- (5.) To enable the contracting officer to make a determination of responsibility, each offeror must furnish with his offer the name and address of each subcontractor from whom it proposes to obtain the component(s).

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

A. For food items packaged and/or processed in accordance with MIL-PRF-44073 and procured as contractor furnished material (CFM) components, when the manufacturer/packager is the prime contractor (assembler), or a subcontractor, origin inspection shall be contractor paid United States Department of Agriculture, Agricultural Marketing Service, Specialty Crops Inspection Division (USDA-AMS,SCI Division) and/or for seafoods, United States Department of Commerce, National Marine Fisheries Service (USDC-NMFS) inspection in accordance with Provision 9023, unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective inspection agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by Provision 9024 is applicable, unless otherwise specified by this solicitation/contract. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15.

B. Quality Assurance Provisions to be used with product packaged and/or processed in accordance with MIL-PRF-44073, Packaging of Food in Flexible Pouches**B-1. Quality Assurance Provisions to be used in conjunction with section "4. Verification", of MIL- PRF- 44073, Packaging of Food in Flexible Pouches**

Inspection of finished product lots packaged and/or processed in accordance with MIL-PRF-44073 shall be in accordance with the inspection requirements cited in Section 4 of MIL-PRF-44073, Section E of the component's technical requirements document (PCR, MIL-DTL, CID) or Packaging Requirements and Quality Assurance Provisions as applicable, and the provisions cited in this solicitation/contract.

NOTE: The following quality assurance provisions are to be used in conjunction with MIL-PRF-44073 and are in addition to those cited in component's technical requirements document (PCR, MIL-DTL, CID) or Packaging Requirements and Quality Assurance Provisions documents and supersede those documents where applicable. The following quality assurance criteria, utilizing ANSI/ASQ Z1.4, Sampling Procedures and Tables for Inspection by Attributes, are applicable.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**QUALITY ASSURANCE PROVISIONS (PACKAGING AND PACKING MATERIALS)****A. Packaging.**

- (1) Performance characteristics testing. The pouch material shall be examined for the characteristics listed in TABLE I of MIL-PRF-44073 for Type I. Any test failure shall be classified as a major defect and shall be cause for rejection of the lot.
- (2) Examination of pouch. The pouches shall be examined for the defects listed in table II of MIL-PRF 44073 for Type I. The lot size shall be expressed in pouches. The sample unit shall be one filled and sealed and thermally processed pouch or high-pressure processed pouch. The inspection level shall be I and the AQL, expressed in terms of defects per hundred units, shall be 0.65 for major A defects, 2.5 for major B defects, and 4.0 for minor defects. **The number of sample units to be examined for critical defects, is cited in E-3-B-2. The finding of any critical defect shall be cause for rejection of the lot.**
- (3) Examination of pouch and sleeve (or paperboard insert card). When applicable, the sleeve shall be examined for the defects listed in table III of MIL-PRF- 44073 for Type I. The lot size shall be expressed in units of sleeves. The sample unit shall be one sleeve. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 0.65 for major defects and 2.5 for minor defects.

B-2. Additional Quality Assurance Provisions for Filled and Sealed Pouch Examinations for Critical Category Defects

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

TYPE I EXAMINATIONS - For those items whose specification sampling plans include Critical Category Defects, state a specific sample size to be used rather than citing an inspection level to determine a critical category samples size, and state specific accept and reject numbers rather than assigning an Acceptable Quality Limit (AQL) applicable for use with critical category defects (EX. MIL-PRF-44073 items, MIL-DTL sandwiches and wraps), the following inspection and switching procedures apply:

Changes in severity of inspection, for these non ASQ/ANSI Z1.4 based examinations, shall only be used for examination of the critical category of defects and shall be applied, product specifically, to verification inspection. The phrase "product specifically" includes the necessity of having a specific national stock number.

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

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

SWITCHING PROCEDURES.

NORMAL SEVERITY TO TIGHTENED SEVERITY. When normal severity inspection is in effect, tightened severity inspection shall be instituted when a lot has failed for a critical defect under this subsection during initial inspection by government verification inspection on original inspection. Ignore resubmitted lots for this procedure.

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

NOTE TO DETERMINE SAMPLE SIZE: Normal severity inspection sample size is 200 units; initial tightened severity inspection sample size is 315 units; first re-tightened severity sample size is 500 units, second re-tightened severity sample size is 800 units, third re-tightened severity sample size is 1250 units. Ignore resubmitted lots for this procedure.

TIGHTENED/RE-TIGHTENED SEVERITY TO NORMAL SEVERITY. When tightened/re-tightened severity inspection is in effect, normal severity inspection shall be instituted when 5 consecutive lots have been considered acceptable on original government verification inspection. For example, if a re-tightened severity inspection sample of 500 units is in effect, normal severity inspection shall be instituted when five consecutive lots consisting each of 500 sample units are considered acceptable on original government verification inspection. Ignore resubmitted lots for this procedure.

DISCONTINUATION OF INSPECTION. If the cumulative number of lots not accepted in a sequence of consecutive lots on either tightened severity inspection (ex. a sequence of 315 sample unit inspections) or a specific re-tightened severity inspection (ex. a sequence of 500 sample unit inspections) reaches 5, government inspection and acceptance procedures shall be discontinued. Ignore resubmitted lots for this procedure. **Government inspection and acceptance will not be resumed until corrective action has been taken, FTSB has reviewed the corrective action in relation to the contractor's Quality Systems Plans, and the Contracting Officer authorizes resumption of government inspection and acceptance procedures.**

The normal, tightened, and re-tightened severities of inspection described in this subsection apply only to the examination of samples for critical category defects. The switching of sample sizes used in the examination of lots for the presence of major and minor defect categories in sample pouches shall follow the procedures cited in ASQ/ ANSI Z1.4.

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

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

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

SWITCHING PROCEDURES

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

DISCONTINUATION OF INSPECTION. If the cumulative number of inspected lots not accepted in a sequence of consecutive lots on either tightened severity inspection or a specific re-tightened severity inspection reaches 5, government inspection and acceptance procedures shall be discontinued. Ignore resubmitted lots for this procedure.

Government inspection and acceptance will not be resumed until corrective action has been taken, FTSB has reviewed the corrective action in relation to the contractor's Quality Systems Plans, and the Contracting Officer authorizes resumption of government inspection and acceptance procedures.

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

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

1. For each end-item lot offered by the contractor for government acceptance, the contractor is required to perform an end-item examination of the lot's filled-and-sealed pouches for those critical category defects described in the quality assurance provisions of the product's specification (ex. MIL-PRF-44073, PKG&QAP MIL-DTL-32347). The rules for initiation of inspection, continuation of inspection, switching procedures, etc., found in sub-section E-3-B-2 are applicable.
2. The Government QAR will notify the contractor of a change in the severity of inspection as a result of Government origin inspections. The contractor is required to perform inspections which provide the same risk (equal or better) as those performed by the Government (ex: the contractor must select for end item examination, as a minimum, the same number of samples selected by the Government for end item inspection).

Upon notification by the Government QAR of change of severity of inspection from normal to tightened or re- tightened, and at the request of the Contracting Officer, the contractor shall submit a corrective action plan to the Government QAR and the Contracting Officer. Government QAR will withhold inspection of lots produced after notification until the requested corrective action plan is received and accepted . The corrective action plan shall contain, as a minimum, the following:

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Discontinuation of inspection may be invoked by the Contracting Officer when there is a pending action against a contractor to improve the quality of the submitted product/material, a contractor fails to submit a corrective action plan, and/or a corrective action plan is not effective in correcting or in preventing recurrence of root cause of the deficiency. In addition to the above, at the Contracting Officer's discretion may invoke increased inspection for critical defects at origin and/or destination when determined to be in the best interest of the Government.

B-4. Analytical/ Nutrient Content Testing Requirements for finished products packaged and/or processed in accordance with MIL-PRF-44073

The following applies to the nutrient content testing for entrees, starches and soups, and fruits packaged and/or processed in accordance with MIL-PRF-44073.

In the absence of a specified method of sample preparation in a component's technical data document, the National Science Laboratories will use written procedure (LABP-301) which incorporates the use of official method AOAC 983.18 "Meat and Meat Products - Preparation of Test Sample Procedure" and best practices for the preparation and homogenization of food related samples.

In the absence of a specified method of sample preparation in a component's technical data document, preparation of samples shall be as follows: The unopened pouches shall be gently warmed in a range of 120° - 140° F (49° - 60° C) water bath for 15 - 45 minutes to melt fat adhering to the inside of the pouches. The pouches shall be composited, as appropriate for the volume of the composite, in a Robot Coupe food processor, Waring blender or equivalent blender type to homogenized samples.

B-5. Additional Quality Assurance Requirements for MRE Tuna

As indicated in the Packaging Requirements and Quality Assurance Provisions for Commercial Item Description (CID) A-A- 20155, "Tuna, Canned or in Flexible Pouches" and CID A-A-20155, MRE and FSR pouched tuna shall be under contractor-paid origin inspection provided by the U.S. Department of Commerce, National Marine Fisheries Services (USDC-NMFS) in accordance with USDC fees and charges. Alternatively, if pouched tuna production occurs at a facility producing MRE entree items under USDA-AMS inspection, or if determined to be in the best interest of the government, the MRE pouched tuna entrees shall be inspected by USDA-AMS under USDA-AMS fees and charges. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract.

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

Alternative testing procedure: As an alternative to the methyl mercury and histamine testing procedures specified in E-3-A-4(a) of this solicitation/contract and with the consent of the contracting officer, end-item USDA verification testing for methylmercury and histamine for each lot may be performed by using a composite sample in accordance with paragraph E-5,B,(5) of Packaging Requirements and Quality Assurance Provisions for CID A-A-20155.

B-6. Commercial Sterility Requirement for finished product packaged in accordance with MIL-PRF-44073

Thermally processed pouches shall be free of swelling or microbial activity when tested in accordance with the following commercial sterility test. Commercial sterility test. Incubate filled, sealed and thermally processed pouches as follows:

Meat, poultry, fish, pudding, spreads, and vegetables: Incubate at 95°F ± 5°F for 10 days, unless otherwise specified by the inspection agency. 4/

Fruit: Incubate at 80°F ± 5°F for 10 days. 4/

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**C. Quality Assurance Provisions and Packaging Requirements for Other Food Components**

For other food components, when the finished product packager is the prime contractor (assembler), or a subcontractor, origin inspection shall be contractor paid United States Department of Agriculture, Agricultural

Marketing Service, Specialty Crops Inspection Division (USDA-AMS) inspection in accordance with Provision "9023 General Inspection Requirements", unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective inspection agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by Provision "9024 Alternative Inspection Requirements for Selected Items" is applicable, unless otherwise specified by this solicitation/contract.

When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15. Compliance with applicable product and packaging requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the PCR, CID, MIL-document, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. For products procured using both CID and PKG&QAP specifications, the applicable analytical and microbiological requirements, procedures, and testing requirements are specified in the product's PKG&QAP specification unless elsewhere superseded by this document. Regardless of the Government agency designated cognizance for the support of the Government's quality assurance requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

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

D. Quality Assurance Requirements for CFM Bulk Packed Accessory Items, Bulk Packed Food Component Items, and Bulk Packed Non-Food Items.

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

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

E. Quality Assurance Requirements for Ration Supplement Flameless Heater, for Meal, Ready-to-eat (FRH):

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

Name, address and point of contact of FRH manufacturer.

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

Name and address of Defense Contract Management Agency (DCMA)

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(4.) When the FRH is procured as contractor furnished material, FAR Clause 52.246-2; FAR Clause 52.246-11, Higher Level Quality Requirements; Statistical Process Control Quality Assurances Provision (SPC QAP); and Manufacturing Process Controls and In-Process Inspection Quality Assurances Provision (MPC QAP) are applicable. The plans shall be prepared, submitted, reviewed, evaluated, and verified in accordance with the provisions cited in paragraphs E-1, above, except that the appropriate DCMA shall have cognizance for the support of the Government's quality assurance requirements. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. One copy of the FRH manufacturer's Higher Level Quality Systems Plan and SPC plan shall be submitted to DLA Troop Support - FTRC and one copy of the plan shall be provided to the DCMA QAR assigned to the FRH manufacturer's plant.

(5.) The particular quality assurance requirements cited in paragraphs E-1, E-2, E-3, E-4, and E-5, as applicable, are required for this item with exception of E-4-E.

F. Additional Sanitary Conditions Requirement for Product Containing Dairy Ingredients and Non-Dairy Creamer

For end item food components*/ containing dairy ingredients, the end-item food-product processing plants, the end item packaging plants, and all plants providing the end-item's dairy ingredients must be approved for USDA Grading Service by the USDA, Marketing and Regulatory Programs, Agricultural Marketing Service (AMS), Dairy Grading Program, Washington, DC, 20250, and under 7 CFR, Part 58, prior to start of production. Contractors are responsible for obtaining such inspection and approval as early as necessary in order to meet contract delivery schedules. For information, please contact the inspection services of USDA, AMS, Dairy grading Branch, telephone (202) 720-9381 or (630) 437-5037.

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

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

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

G. Additional Quality Assurance Requirements for MRE Crackers

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

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

(2) At the cracker manufacturer when crackers are unit packed: All Section E paragraphs are required, except paragraph E,B(1), E,B(2), and E-5,B(1). Requirements for Product standard inspection, Periodic review evaluation, and Self life are given elsewhere in this solicitation/contract.

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

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

H. End Item Testing.

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

E-4. Quality Assurance Requirements for Ration Assembler, Ration Component Production Plants and Ration Sub Assembly and Assembly Plants.**A. Packaging and Packing Materials**

Packaging components (e.g., fiberboard shipping boxes, cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape, etc.) are subject to the

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Certificate of Conformance FAR Clause 52.246-15. Primary packaging/packing materials in contact with the food and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Offeror's may offer Supplier's Certificates of Conformance as documentation. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the specifications may be performed by the Government to assure compliance with the specifications. FAR Clause 52.246-15 shall also apply to bond strength tests on retort pouches.

B. General Inspection Requirements, Methods of Remediation, and Prohibitions

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

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

(B.) There will be no "skip lot" or "reduced" inspection option for critical defects.

NOTE: The contractor, if employing *Inspection and Acceptance Program, Option 1*, may petition the Government (through the Contracting Officer) for skip lot or a reduction in verification inspection at such time that the contractor *believes* his quality program is fully acceptable and reliable. This allowance does not apply for critical defects.

C. Government verification inspection (examination and/or testing (conducted by the GQAR or Government laboratory))

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

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

D. Operational Ration Component Lot Number and Lot Inspection

The component lot number for thermally processed (retorted), high-pressure processed, and hot-filled products packaged in flexible pouches and for food items classified by Natick Soldier Center (Natick) as primary components of operational rations shall be defined as the Julian lot number assigned at the origin manufacturer's plant and the inspection lot shall include only product produced in one work-shift. (See attachment for listing of primary, secondary, and ancillary operational rations component products). For products packaged in tray pack containers (metal/poly) and other products (including the FRH, food component lots not composed of, as classified by Natick, primary components, final assembled lots, and items listed under

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

candies in the attachment), a lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing subsamples from each sub-lot/sub-code during production of the lot), the sub-samples must be drawn at random from the sub-lot and not inspected until all the sub-samples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection). NOTE: Producers of components classified as "primary components" may petition the contracting officer, on a product by product basis (product identity includes NSN), for permission to define a product's lot number as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day.

E. Periodic Review Samples

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

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

Operational Rations Lead Person, Michael Lynch (three samples)
Operational Rations Marketing Specialist, Louis Obot (one sample)
Agricultural Commodity Grader Staff Assistant, Benjamin Jackson (one sample)
USDA Area Office Officer-in-Charge (one sample)

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

DEPARTMENT OF THE ARMY
FCDD-SCC-EMR
Attn: Jill Bates (Bldg 36 Rm E107)
COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760-5056

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

The Government verification inspection may be further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best Interest of the Government.

NOTE: For products requiring a drained weight examination, the following is also required: The contractor shall provide the Government Quality Assurance Representative (GQAR) a copy of the current production standard (PDM/ First Article) formula (including ratios of ingredients), and formulation records for each production lot submitted for Government end item verification inspection.

The sampling plans switching procedures cited in ASQ/ANSI Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used by the Option 1 contractors and Option 3 contractors during the performance of contractor's end item verification inspections of State 2 qualified products. Producers using the switching procedures, cited in ASQ/ANSI Z1.4, during the performance of their end item inspections must train personnel and follow all of the switching rules cited in the standard. As indicated in the standard, the sampling scheme is a combination of sampling plans with switching procedures, and each sampling plan has its own set of rules by which a lot is to be inspected and accepted or rejected. Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot.

However, for those Option 1 contractors who are using stratified sampling (drawing subsamples from each subplot during production of the lot) and for those Option 3 contractors inspecting State 1 or State 3 products who are using stratified sampling, the subsamples must be drawn at random from the subplot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with paragraph "Operational Ration Component Lot Numbers").

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

All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer.

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

G. Rework Of Nonconforming Product Pre or Post Acceptance

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

A. Corrective Action (Rework/Screen Inspections) Taken Prior to Government End-item Inspection (i.e., Contractor's Receipt Inspections (of both food and non-food supplies), In- Process Inspections, and End-Item Inspections): Unless otherwise specified in Part B, below, all corrective actions, reworks and screening inspections conducted prior to the initial Government end-item inspection of the lot do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. Government End-item Inspection, as used here, includes Government End-item Inspection at CFM and RNC component origin.

NOTE TO PART A: When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc.), he has the alternative to request the permission of the Contracting Officer to offer a lot, acknowledged by the petitioner to be nonconforming for a specific requirement, for Government end-item verification inspection with the understanding that should all required Government inspections, save that inspection acknowledged by the petitioner as representing a specific nonconformance to requirements, result in conforming inspection results, the lot shall be recorded by the GQAR as a lot rejected upon Government verification inspection but authorized by the contracting officer to be accepted "as is" on waiver of the specific nonconforming requirement revealed by contractor inspection or QSP. If the Contracting Officer authorizes the offer of a nonconforming lot

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

for Government end-item verification, the written approval shall be provided to the GQAR when the supplies are presented for Government verification inspection as previously stated. The GQAR shall inspect the supplies for compliance with all requirements of the contract, except the specific nonconforming requirement (skip-lot inspection and reduced inspection do not apply in this case). The Contracting Officer, may request that the GQAR inspect for the specific nonconforming requirement to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection.

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

1. **Insect or Rodent Infestation/Contamination:** Reworks must be approved by FTRC/FTSC Contracting Officer.
2. **Food Safety and Foreign Material:**
 - (a) All corrective actions performed on product due to foreign material and/or processed/ unprocessed container mix-ups must be approved by FTR. FTR approval may be accomplished by means of one the two following methods, the methods being subject to change as determined by the contracting officer to be necessary for determining FTR approval:

METHOD 1:

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

If the GQAR determines that the corrective action plan is acceptable, the contractor shall submit a "foreign material notification" or "unprocessed container notification" to FTR, prior to offering the lot for Government inspection. The notification shall include the corrective action plan, the GQAR's recommendation pertaining to the plan, and supporting documentation. FTR shall issue written authorization for offer of the lot for Government inspection.

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

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**METHOD 2:**

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

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

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

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

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

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

Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP Section XII - Corrective and Preventive Action Program (see 6. Standard Rework Procedure (SRP) below). SRP's shall only be submitted to DLA for foreign material inherent to a specific food product or ingredient.

Screws, washers, plastic pieces, bandages, metal fragments, glass, etc., are not inherent to ingredients used in food products and a SRP for these types of foreign material shall not be submitted to DLA for consideration and approval. SRPs submitted to DLA for review and approval shall have a title beginning with "Standard Rework Procedure for...". These SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

(d) Rework/Post-rework Testing of product that tested positive for food borne pathogens, histamine, methylmercury, is not authorized.

(i). This prohibition applies to the forementioned compounds and to any food borne pathogen to include but not limited to *Listeria Monocytogenes*, *Salmonella*, *Coliforms* and *E. coli*. Unless Contracting Officer decides that circumstances dictate otherwise, APC, SPC, HPC, Yeast, and Mold are excluded from this prohibition.

(ii). Upon notification of the National Science Laboratory test results and/or USDA-AMS of a presumptive positive/positive for *Listeria Monocytogenes*, *Salmonella*, and *E. coli*., the contractor shall commence actions recommended/required, as applicable, by attachment "MICRO TEST RESULTS QUESTIONNAIRE" Questions regarding completion of the recommended actions are to be directed to the responsible office, Food Safety Office (FTW) through FTRC.

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

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

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

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Reworked lots will be inspected or re-inspected, as applicable, by the GQAR at the location of the rework using the next larger sample size in the case of tests and exams not assigned an AQL by a specification's sampling plan (for example, from 200 samples to 315 for a first verification inspection after rework, from 315 samples to 500 samples for a second verification inspection after rework), and using tightened inspection criteria in the case of exams performed in accordance with a specification's sampling plan citing an AQL. Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

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

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

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

8. All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. See "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".

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

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

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

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

C. Contractor's Quality History:

1. Effectiveness of corrective actions (rework/screen inspections) taken by the contractor prior to Government end item verification inspection (receipt, in-process and contractor's end-item inspections) will be determined by the results of the end item verification inspection performed by the GQAR. Corrective actions taken to ensure compliance with the contractual requirements prior to the Government end item verification inspection will not be

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

counted against the contractor's quality history. If product is found conforming during the Government end item verification inspection, the corrective action will be determined to have been effective.

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

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

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

(A.) When the requirements cited in the section of this solicitation entitled "Rework Of Product Pre or Post Acceptance" require that a written request for deviation, waiver, rework, or reinspection must be furnished, as appropriate, to the Contracting Officer and cognizant Government QAR, that request shall at a minimum address the topics enumerated in the Section E attachment titled "Attachment 1 - REWORK, WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL, SUBSTITUTION, EXTENSION TEMPLATE"

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot

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

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

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

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

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

I. Inspection Optimization Allowances

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

1. Traceability

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

Each lot of assembled rations shall be examined to determine compliance with lot traceability requirements prior to shipment. The examination shall be accomplished by using the same sampling plan and samples examined under Section E, Packaging examination, Assembled meal bag examination of the applicable version of the Assembly Requirements (ACR) In lieu of performing the traceability examination as stated in the immediately preceding paragraph, the contractor traceability examination may be accomplished by a two-step process:

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

2. Residual Gas

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

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

3. Internal Pressure

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

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

submittal that certifies that the in-process data of the sub assembled MRE menu's has been reviewed and meets the requirements of the contract. The in-process data shall be made available upon request to the GQAR”.

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

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

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

(A.) The contractor/subcontractor may compute nutritional value based on the nutritional values of each component and the average fill weight of each component in the pouch and perform a nutritional validation test(s) on samples taken from multiple lots on an annual basis or whenever the calculated nutritional value of the end product changes and submit this information on a CoA with the finished product to the Government Inspection Agency.

(B.) The contractor may use in-process data for the quality items listed below to certify that the finished product meets end item requirements in lieu of performing an end item examination. This option shall apply only if the following conditions are met: 1) the sample sizes used for in-process inspections meet or exceed the sample sizes required for the pertinent inspection levels of the end item examinations 2) the pertinent acceptable quality level limits have been met. **Government verification inspection procedures will not be amended.**

- (1) The net weight and blueberry fill weight.
- (2) The seal strength of the pouch closure seal
- (3) The filled and sealed pouch exam
- (4) The shipping container exam

(C.) Any corrective actions *taken by the contractor in response to contractor findings* shall be taken in accordance with the approved QSP for the defects noted during the inprocess exam of the Granola with Milk product.1/ A COC shall be provided with the lot submittal that certifies the in-process data of the Granola with Milk product has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**E-5. Provisions****9003 MEASURING AND TEST EQUIPMENT (JAN 2014)**

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

9013 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (SEP 2007)

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

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

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

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

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

(1) The Contractor shall employ the services of the United States Department of Agriculture (USDA), Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish in process origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The Contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity.

The Contractor shall furnish the Government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers, and referenced specifications). Offerors may contact the appropriate Government office to discuss inspection procedures prior to submitting offers; however, nothing provided thereby shall be construed to alter the applicable specification in any manner or to reduce the responsibility of Contractor to comply with such specifications.

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

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

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

When the collection of insects is required, the Contractor shall be responsible for supplying and installing specified insect monitoring devices required to accomplish this task.

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

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

9024 Alternative Inspection Requirements for Selected Items (OCT 2020)

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

(a) Optional Contractor Testing.

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

(b) Compliance of Product.

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

(c) Reliability Conditions.

(1) The contractor's testing system will be considered reliable as long as its test results are determined to be conforming and to be comparable to the government test results. Unless the government agency having jurisdiction has inspected the item produced at the contractor's plant within the previous 120 days and determined the item to be reliable, and unless otherwise specified in this contract, for each different type of end item presented for inspection, in order to establish test system reliability, the inspector will select, for verification testing, random samples of the first three end item lots offered. If the results of the three tests indicate product conformance, the test system will be considered reliable. As long as the contractor's testing system is reliable, the government inspector will sample product for verification testing on a skip-lot basis. Skip-lot verification is done by random selection of samples from not less than one lot in six consecutive lots presented for inspection. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent inspection. (For instance, starting with a group of six lots (i.e., 1-6), one lot is randomly selected for inspection. If lot 4 is selected, the next samples will be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 is selected, the next samples will be selected from lots 9, 10, 11, 12, 13, or 14; and so on.)

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

(5) The Contracting Officer will notify the Contractor of any change in reliability status. Notification will include details of the statistical determinations and test results used in reliability studies.

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

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

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

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

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

(f) Format for Contractor/subcontractor test report.

Name and Address of Contractor:

Name and Address of Subcontractor: (if applicable)

Received for Testing: (date)

Contract Number:

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

Quantity Tested:

Applicable Specification:

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

Quantity in Lot: (units)

Testing Completed: (date)

Test Report

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

(Typed name and title of laboratory official and signature)

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

Certification

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Signature: _____

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

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

Certification

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

Signature: _____

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

Distribution:

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

9025 Reinspection of Nonconforming Supplies (NOV 2011)

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

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

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

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

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

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

9039 Removal of Government Identification from Non-Accepted Supplies (NOV 2011)

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

9044 Sanitary Conditions (APR 2014)

As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Institute of Public Health (USAIPH), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDC) and possessing a USDA/USDC establishment number. This requirement applies to all RNC and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by USAIPH will be routed through DLA Troop Support-FTSC for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTSC, in coordination with the Chief, Approved Sources Division, USAIPH

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to in establishments listed in the U.S. Army Public Health Command (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat, Poultry and Egg Inspection Directory,] published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at <http://www.fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory>. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(iii) Shell eggs may be supplied from establishments listed in the “List of Plants Operating under USDA Poultry and Egg Grading Programs” published by the USDA, Agriculture Marketing Service (AMS) at <http://www.ams.usda.gov/poultry/grading.htm>.

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published by the USDA FSIS at http://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under “U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products” in the “USDC Participants List for Firms, Facilities, and Products”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov).

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at

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

These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published by the USDHHS, FDA at

<http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRD3651022>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e.g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published by the USDHHS, FDA at <http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site:

http://www.apd.army.mil/pdffiles/r40_657.pdf) For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading “Distributed By”, “Manufactured For”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(b) Delivery conveyances. The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product ‘unfit for intended purpose’, supplies tendered for acceptance may be rejected without further inspection.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**(c) OCONUS Shipment Requirements.**

Be advised that customs requirements for other countries may be required due to logistical routing of shipments overseas. The Contractor is responsible for all export and import documentation required to ship MRE through ports to the country of destination, including, **HEALTH CERTIFICATES**.

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

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

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

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

FSIS Forms:

9060-5 - For All Shipments for Export

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

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

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

9180-2 - EEC Public Health Certificate

PY200 - Egg Products Inspection and Grading Certificate

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

These certificates should bear a "Consigned to" address as follows:

U. S. MILITARY FORCES or U. S. ARMED FORCES

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

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

(1) One (1) copy shall be placed inside the van together with other required documents, and attached conspicuously to one or more of the packages visible immediately upon opening the van.

(2) One (1) copy, along with other shipping documents shall be placed in a waterproof, plastic document packet, and sealed with moisture resistant tape. The packet shall be securely affixed to a protective area outside the van on the rod above the left door handle.

(3) One (1) copy, in an envelope conspicuously marked: "Contains Health Certificates", shall be mailed via Express Mail - International Service, at time of shipment to the Overseas Port of Debarkation (POD).

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**9045 Federal Food, Drug and Cosmetic Act-Wholesale Meat Act (AUG 2008)**

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

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

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

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

- (1) Retain all or part of the supplies and recover from the Contractor, or deduct from the contract price, a sum the Government determines to be equitable under the circumstances.
- (2) Return or offer to return all or part of the supplies to the Contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either Act or regulations promulgated there under, such seizure, at Government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled "Disputes".

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**9049 Storage of Semiperishable Components for Meal, Ready-To-Eat (MRE) and Tray Pack (AUG 2008)**

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

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

E-6. Inspection and Acceptance by the Government

(a) The following is applicable to this acquisition:

Inspection at: Contractor's Plant, Destination, AND

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

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

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

Street: _____

City/State/Zip: _____

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 will be from January 01, 2022 through December 31, 2022 in equal monthly quantities. Deliveries during the second delivery period are scheduled for January 01, 2023 through December 31, 2023. Deliveries during the third delivery period are scheduled for January 01, 2024 through December 31, 2024. Deliveries during the fourth delivery period are scheduled for January 01, 2025 through December 31, 2025. Deliveries during the fifth delivery period are scheduled for January 01, 2026 through December 31, 2026.

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 will be at origin. Destination locations will be forwarded to the contractor from DLA Troop Support via the basic contract/delivery orders or subsequent contract diversion modifications. Contractor(s) will coordinate with the Defense Logistics Agency (DLA) Distribution regarding issuance of Government Bills of Lading (GBLs) and Commercial Bills of Lading (CBLs) and scheduling of shipping containers/vans/trucks, etc. DLA Distribution 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 will 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 will be provided via facsimile or through the use of Invoicing, Receipt, Acceptance, and Property Transfer IRAPT.

Missed/Late Deliveries - RNC contractors will 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

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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:

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 will 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

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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 will 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 will be set forth in the contract. When a determination is made to use seavan containers for semiperishable acquisitions, the responsible transportation officer will furnish an additional TCN for use solely in the marking and control of theseavan.

(2) The last 2 digits will be inserted by the Contractor. The 16th digit will be used to identify the partial and/or complete shipment. The 17th digit will 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 will reflect each partial shipment utilizing the letter "A" for the first load, "B" for the second, etc., except that the letter "X" will not be used and the letter "Z" will always be used to identify the final shipment.

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

(c) Notice of shipment.

On the day shipment is made, Contractor will send a notice to the Contracting Officer who awarded the contract and to the DLA Distribution administrative Contracting Officer when the contract has been assigned to DLA Distribution for administration. The telegram will indicate the contract number, purchase request number, quantity shipped, method of shipment, and name of carrier and bill of lading number.

(d) Advance notice of proposed shipment.

The Contractor will 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).

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

(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.)

52.211-16 VARIATION IN QUANTITY (OCT 2020) FAR

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

0 % Percent increase

0 % Percent decrease

(End of clause)

F-7 Section F Clauses

52.211-17 Delivery of Excess Quantities (SEP 1989)

52.242-15 Stop-Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984) FAR

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)

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

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

Contract Administration will be performed by DLA Troop Support, Individual Rations Division - FTRC. The Contracting Officer has the ultimate, and sole authority to bind the Government.

G-2 Correspondence

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

G-3 Invoices

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**Section H - Special Contract Requirements**

Note: DLA Troop Support will establish a Rations National Contract (RNC) with each component manufacturer and will authorize the MRE assemblers to order directly from these contracts in lieu of DLA providing the components as Government Furnished Material (GFM). The Rations National Contract will establish component prices and contractual requirements, 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.

Note: Terms and conditions of an individual RNC contract will prevail in case of conflict amongst the individual RNC components contractors and MRE assemblers.

H-1 Ordering RNC Components

Orders must 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 a FOB Destination basis. 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.

H-2 Payments

Payment to the RNC contractor will be made promptly in accordance with the terms and conditions of the RNC contract.

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

It is anticipated that economic price adjustment (EPA) terms will be used in some of the RNC contracts. 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 equitable adjustment will be made for deliveries that have been completed and the unit price will be adjusted for all remaining deliveries under the affected delivery orders.

H-3 Replacement of Defective Components:

For cases of bulk-packed component items, if upon opening the case or during assembly a number of defective units are discovered in the case which cannot be readily segregated from useable components, e.g. leaking spreads or excessive accessory pack issues, the case must be removed from the assembly line and upon such verification from the Army Vet Inspector (AVI), the entire case will be considered defective, and placed on hold. The Contracting Officer must be given written notice of the defective product including the name and signature of the confirming AVI inspector. The assembler must include information regarding defective components and replacement of such components in its inventory reports.

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

Components must be stored in such a manner as to protect them from damage due to temperature or humidity changes. DLA Troop Support may be contacted for assistance concerning individual component storage problems or concerns regarding proper methods. If bulk-packaged components are removed from storage in a frozen condition, they must not be exposed to high temperatures and/or humidity without first being tempered. Tempering will be done by raising the temperature to no greater than 40 degrees F the first 24 hours; and to no more than 65 degrees F and 55 percent humidity the second 24 hours. Packaging material must not be removed prior to completing the tempering procedure.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)**H-5 FIFO Requirements: (Applies to RNC)**

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

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

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

- A. Strict adherence to Good Manufacturing Practices is required.
- B. An appropriate level of sanitation will be maintained in the bulk product packaging area in accordance with the facility sanitation program.
- C. Personnel involved in packaging operations will be provided with clean white frocks as needed.
- D. The hands of personnel participating in bulk product packaging operations must be clean at all times and free from sores, cuts, and/or abrasions.
- E. Personnel involved in packaging operations will be required to wear head coverings (hat or hair net) and beard nets, when appropriate.

H-7 Subassemblies: (Applies to RNC)

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

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

All containers and packaging materials in which RNC components are delivered will, upon separation from the contents, be retained by and title thereto will vest in the contractor of this acquisition. Contractor of this acquisition 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 Distribution of Production Progress Reports:

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

H-10 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-11 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 will, 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:

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

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 will add 2% to the offered unit price to obtain a total evaluated unit price. The contractor will 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 will 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 will 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-12 Evaluation Factors for Delivery Orders Placed After the Initial Delivery Order for MRE Assembly (CLIN 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.

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 such as excellent, good, fair and poor.

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

For those delivery orders that identify past performance as an evaluation factor, the following factor and subfactors will 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-13 Evaluation Factors for Delivery Orders Placed After the Initial Delivery Order for HDR (CLIN 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:

- A. 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.
- B. Price-offers below the ceiling price will receive greater consideration than offers at the ceiling price.
- C. 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.
- D. 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-14 Meal, Individual Pork Free (CLIN 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 fair and reasonable.

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**52.202-1 DEFINITIONS (OCT 2020) FAR****52.203-3 GRATUITIES (APR 1984) FAR****52.203-5 COVENANT AGAINST CONTINGENT FEES (OCT 2020) FAR****52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (OCT 2020) FAR****52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2020) FAR****52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR****52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR****52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2020) FAR****52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2020) FAR****52.203-14 DISPLAY OF HOTLINE POSTER (OCT 2020) FAR**

(a) Definition.

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

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

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

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

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

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

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

Poster(s) Obtain from

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

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

(d) *Subcontract flowdown*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts -

(1) That exceed [the Simplified Acquisition Threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract ~award]; and

(2) Is performed entirely outside the United States.

(End of clause)

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) FAR**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS****252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS****252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS**

SECTION I - CONTRACT CLAUSES (CONTINUED)**252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) DFARS****252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (NOV 2016) DFARS****52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR****52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR****52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2020) FAR****52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR****52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) FAR****52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) FAR****52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) FAR****52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) FAR****52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR****52.204-20 PREDECESSOR OF OFFEROR (AUG 2020) FAR**

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

Commercial and Government Entity (CAGE) code means --

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

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

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

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

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

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

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

Predecessor legal name:

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

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) FAR**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) FAR**

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

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

SECTION I - CONTRACT CLAUSES (CONTINUED)

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means --

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

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

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

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

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

- (i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

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

(End of clause)

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

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

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

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

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2020) FAR

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

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2020) DFARS

52.210-1 MARKET RESEARCH (OCT 2020) FAR

SECTION I - CONTRACT CLAUSES (CONTINUED)**52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR****52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR****252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) DFARS****52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION.****52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2020) FAR****52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR****52.215-11 PRICE REDUCTIONS FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2020) FAR****52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2020) FAR****52.215-14 INTEGRITY OF UNIT PRICES (OCT 2020) FAR****52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) FAR**

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

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

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

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

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2020) FAR**52.216-18 ORDERING (AUG 2020) FAR**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through 01/01/2022 thru 12/31/2026.

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

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

(End of clause)

SECTION I - CONTRACT CLAUSES (CONTINUED)**52.216-19 ORDER LIMITATIONS (OCT 1995) FAR**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 month supply of the yearly estimate for each item [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of IOC Maximum per line item [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of IOC Maximums() per line item(s) [insert dollar figure or quantity]; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(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 12/31/2026 [insert date].

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) FAR**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2020) FAR**

Alternate I (Nov 2016). As prescribed in 19.708(b)(1)(i), substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:

(c)(1) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

SECTION I - CONTRACT CLAUSES (CONTINUED)**52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020) FAR**

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

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

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

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

- (1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .
- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]
The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]
The Contractor represents that it [] is, [] is not a women-owned small business concern.

SECTION I - CONTRACT CLAUSES (CONTINUED)

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that --

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that --

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

(ii)It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it is, is not a veteran-owned small business concern.

[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that --

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

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

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

SECTION I - CONTRACT CLAUSES (CONTINUED)**252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (OCT 2020) DFARS**

Alternate I. As prescribed in [219.708](#)(b)(1)(A) and (b)(1)(A)(2), use the following clause, which uses a different paragraph (f) than the basic clause.

SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - ALTERNATE I (DEC 2019)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

Summary Subcontract Report (SSR) Coordinator means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.

(b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal (section 8025 of Pub. L. 108-87).

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to -

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the cognizant contract administration activity for the Contractor.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Standard Form 294, Subcontracting Report for Individual Contracts, shall be submitted in accordance with the instructions on that form.

(ii) Submit the consolidated SSR to the "Department of Defense."

(2) For DoD, the authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan in eSRS resides with the SSR Coordinator

(g) Include the clause at Defense Federal Acquisition Regulation Supplement (DFARS) [252.219-7004](#), Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS [219.702-70](#), if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a), and to have further subcontracting opportunities.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR**52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-00019) (JUL 2020) FAR**

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in --

SECTION I - CONTRACT CLAUSES (CONTINUED)

- (1) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (2) Mexico, and the anticipated value of the acquisition is \$83,099 or more; or
- (3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$182,000 or more.
- (b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.
- (c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:
- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)
- (d) Remedies.
- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (OCT 2020) FAR**52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR****52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR****52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2020) FAR****52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (OCT 2020) FAR****52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2020) FAR****52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR****52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR**

SECTION I - CONTRACT CLAUSES (CONTINUED)**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR****52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (AUG 2009) FAR****252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2017) DFARS****252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2016) DFARS****252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017) DFARS****252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005) DFARS****252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2018) DFARS****252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (OCT2020) DFARS**

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

“Assembly” means an item forming a portion of a system or subsystem that --

- (1) Can be provisioned and replaced as an entity; and
- (2) Incorporates multiple, replaceable

parts. “Commercially available off-the-shelf item” --

- (1) Means any item of supply that is --

- (i) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

- (ii) Sold in substantial quantities in the commercial marketplace; and

- (iii) Offered to the Government, under this contract or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. “Component” means any item supplied to the Government as part of an end item or of another component.

“Covered country” means --

- (1) The Democratic People's Republic of North Korea;
- (2) The People's Republic of China;
- (3) The Russian Federation; or
- (4) The Islamic Republic of Iran.

“Covered material” means --

- (1) Samarium-cobalt magnets;
- (2) Neodymium-iron-boron magnets;
- (3) Tantalum metal and alloy;
- (4) Tungsten metal powder; and
- (5) Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy.

“Electronic device” means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

“End item” means the final production product when assembled or completed and ready for delivery under a line item of this contract.

“Subsystem” means a functional grouping of items that combine to perform a major function within an end item, such as

SECTION I - CONTRACT CLAUSES (CONTINUED)

electrical power, attitude control, and propulsion.

“Tungsten heavy alloy” means a tungsten base pseudo alloy that --

- (1) Meets the specifications of ASTM B777 or SAE-AMS-T-21014 for a particular class of tungsten heavy alloy; or
- (2) Contains at least 90 percent tungsten in a matrix of other metals (such as nickel-iron or nickel-copper) and has density of at least 16.5 g/cm³.

(b) Restriction.

(1) Except as provided in paragraph (c) of this clause, the Contractor shall not deliver under this contract any covered material melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (10 U.S.C. 2533c).

(2)(i) For samarium-cobalt magnets and neodymium iron-boron magnets, this restriction includes --

- (A) Melting samarium with cobalt to produce the samarium-cobalt alloy or melting neodymium with iron and boron to produce the neodymium-iron-boron alloy; and
- (B) All subsequent phases of production of the magnets, such as powder formation, pressing, sintering or bonding, and magnetization.

(ii) The restriction on melting and producing of samarium-cobalt magnets is in addition to any applicable restrictions on melting of specialty metals if the clause at 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, is included in the contract.

(3) For production of tantalum metal and alloys, this restriction includes the reduction of tantalum chemicals such as oxides, chlorides, or potassium salts, to metal powder and all subsequent phases of production of tantalum metal and alloys, such as consolidation of metal powders and melting.

(4) For production of tungsten metal powder and tungsten heavy alloy, this restriction includes -

- (i) Atomization;
- (ii) Calcination and reduction into powder;
- (iii) Final consolidation of non-melt derived metal powders; and
- (iv) All subsequent phases of production of tungsten metal powder, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy.

(c) Exceptions. This clause does not apply --

(1) To an end item that is --

(i) A commercially available off-the-shelf item, other than --

- (A) A commercially available off-the-shelf item that is 50 percent or more tungsten by weight; or
- (B) A tantalum metal, tantalum alloy, or tungsten heavy alloy mill product, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component;

(ii) An electronic device, unless otherwise specified in the contract; or

(iii) A neodymium-iron-boron magnet manufactured from recycled material if the milling of the recycled material and sintering of the final magnet takes place in the United States.

(2) If the authorized agency official concerned has made a nonavailability determination, in accordance with section 225.7018-4 of the Defense Federal Acquisition Regulation Supplement, that compliant covered materials of satisfactory quality and quantity, in the required form, cannot be procured as and when needed at a reasonable price.

(i) For tantalum metal, tantalum alloy, and tungsten heavy alloy, the term “required form” refers to the form of the mill product, such as bar, billet, wire, slab, plate, or sheet, in the grade appropriate for the production of a finished end item to be delivered to the Government under this contract; or a finished component assembled into an end item to be delivered to the Government under the contract.

(ii) For samarium-cobalt magnets or neodymium-iron-boron magnets, the term “required form” refers to the form and properties of the magnets.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in subcontracts and other contractual instruments that are for items containing a covered material, including subcontracts and other contractual instruments for commercial items, unless an exception in paragraph (c) of this clause applies. The Contractor shall not alter this clause other than to identify the appropriate parties.

(End of clause)

SECTION I - CONTRACT CLAUSES (CONTINUED)**52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000) FAR****252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS****252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS****52.232-1 PAYMENTS (APR 1984) FAR****52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR****52.232-11 EXTRAS (APR 1984) FAR****52.232-17 INTEREST (MAY 2014) FAR****52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR****52.232-25 PROMPT PAYMENT (JAN 2017) FAR****52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR****52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR****252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS****252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS**

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization. “Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) *Document type.* The Contractor shall use the following document type(s).

invoice

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

SECTION I - CONTRACT CLAUSES (CONTINUED)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS**52.233-1 DISPUTES (MAY 2014) FAR****52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR****52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR****5452.233-9001 Disputes – Agreement to Use Alternative Dispute Resolution (ADR)****DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020)**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only

SECTION I - CONTRACT CLAUSES (CONTINUED)

be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [].

Alternate wording may be negotiated with the contracting officer.

(End of Provision)

52.242-13 BANKRUPTCY (JUL 1995) FAR**52.243-1 CHANGES - FIXED PRICE (AUG 1987) FAR****52.243-7 NOTIFICATION OF CHANGES (JAN 2017) FAR**

(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 paragraph 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 7 (to be negotiated) 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 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;

SECTION I - CONTRACT CLAUSES (CONTINUED)

- (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 (to be negotiated) 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 paragraphs (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 specification 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.

(End of clause)

SECTION I - CONTRACT CLAUSES (CONTINUED)**252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS****252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020) FAR**252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS****52.245-1 GOVERNMENT PROPERTY (JAN 2017) FAR****52.245-9 USE AND CHARGES (APR 2012) FAR****52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

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

<u>.....Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
-------------------	---------------	-------------	------------------

<input checked="" type="checkbox"/>	<u>...Quality Management Requirements Standard</u>	<u>ANSI/ISO/ASQ Q9001</u>	<u>2015</u>	<u>Note 1</u>
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.....

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

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

(End of clause)

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

SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR

(a) Definitions. As used in this clause.

“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under this contract. The word does not include “data.”

(b) Contractor's obligations.

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

(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 [Contracting Officer shall insert specific period of time; e.g., “45 days of the last delivery under this contract,” or “45 days after discovery of the defect”].

(2) Within a reasonable time after the notice, the Contracting Officer may either.

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer.

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

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

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

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

SECTION I - CONTRACT CLAUSES (CONTINUED)

(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.

(End of clause)

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR**252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS****52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (AUG 2007), ALT I (AUG 2007) DLAD****52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) FAR**

As prescribed in [47.104-4](#), insert the following clause

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

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

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No.(TBD) . This may be confirmed by contacting officer Tiendung Nguyen

Tiendung.nguyen@dla.mil

DLA Troop Support
700 Robbin Avenue
Philadelphia, PA 19111

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA -- BASIC (FEB 2019) DFARS

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

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies. “Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

SECTION I - CONTRACT CLAUSES (CONTINUED)

“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 --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

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 an 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:

SECTION I - CONTRACT CLAUSES (CONTINUED)

- (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) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall --

- (1) Notify the Contracting Officer of that fact; and
- (2) Comply with all the terms and conditions of this clause.

(i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

52.248-1 VALUE ENGINEERING (JUN 2020) FAR

“These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.”

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR**52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR**

SECTION I - CONTRACT CLAUSES (CONTINUED)**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS:

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

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS**

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

“Controlled technical information,” “covered contractor information system,” “covered defense information,” “cyber incident,” “information system,” and “technical 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](#), 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 service or system operated on behalf of the Government (see [252.204-7012](#) (b)(2)—

(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>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer 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 are 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.

(End of provision)

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

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

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

SECTION I - CONTRACT CLAUSES (CONTINUED)

“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 controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

“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.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“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 covered defense information is recorded, stored, or printed within a covered contractor information system.

“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-Noncommercial 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) *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.

SECTION I - CONTRACT CLAUSES (CONTINUED)

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

(End of clause)

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

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

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

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

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

“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 unclassified 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 controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

“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.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“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.

SECTION I - CONTRACT CLAUSES (CONTINUED)

“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 covered defense information is recorded, stored, or printed within a covered contractor 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.

“Rapidly report” 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—

Noncommercial 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 on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

(ii) 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.

(2) 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) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to 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” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (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.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor’s requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate

SECTION I - CONTRACT CLAUSES (CONTINUED)

baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(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 and identified in the contract, 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 <https://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 <https://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 <https://public.cyber.mil/eca/>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to 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—

SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

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

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

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

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

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

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION (DEC 2019) DFARS

(a) *Definitions.* As used in this provision, “covered defense telecommunications equipment or services” has the meaning provided in the clause [252.204-7018](#), Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

SECTION I - CONTRACT CLAUSES (CONTINUED)**252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION****252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019) DFARS****252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS****52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020) FAR****52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) FAR****52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019) FAR**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

I-2 Food Defense Plan:

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

As the holder of a contract with the Department of Defense, the Contractor should be aware of the vital role they play in supporting our customers. It is incumbent upon the Contractor to take all necessary actions to secure product produced for and delivered to all DLA customers. The Government strongly recommends that all firms review their food defense plans relating to plant security and security of the products produced in light of the heightened threat of terrorism, and secure product from intentional adulteration/contamination.

The Contractor will comply with its Food Defense Plan (as submitted as the Food Defense portion under this contract solicitation) to prevent product tampering and contamination, and assure overall plant security and food safety. The Contractor must take all practicable measures that are within its control to deter or prevent tampering or contamination of supplies provided for under this contract solicitation. The Contractor must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

Food Defense Plans will be evaluated to ensure compliance with the DLA Troop Support Food Defense Checklist. All areas of concern listed in the DLA Food Defense Checklist must be addressed within the FDP. Points will be deducted for not addressing an element in the DLA Food Defense Checklist, or by not providing the information requested. A copy of the Checklist is available online at <https://www.dla.mil/TroopSupport/Subsistence/FoodSafety/> Food Quality or through the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656.

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

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

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

NOTE : Production Facility Changes

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

SECTION I - CONTRACT CLAUSES (CONTINUED)

Changes in production facilities may be approved provided:

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

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

(End of provision)

I -3 Integrated Pest Management Plan

Integrated Pest Management (IPM) Program Requirements for Operational Rations

Applicable to all Operational Rations Facilities 15

November 2017

I. Scope and Applicability:

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

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

C. SECTION RESERVED

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

1. 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.
2. 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.
3. A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.
4. If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)?

E. The IPM program shall be in existence prior to contract award. The program shall also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to ensure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under unsanitary conditions.

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)**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 contains required elements of the IPM program for Operational Rations, and should be addressed in the program implemented. All program elements should be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing to DLA Troop Support- FTSB thru the Contracting Officer for consideration.

A. Sanitation, Housekeeping, and Good Manufacturing Practices

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

SECTION I - CONTRACT CLAUSES (CONTINUED)**B. Product/Facility Inspections and Pest Surveillance**

1. All incoming products and materials, including packaging and packing materials shall be inspected upon receipt for evidence of pest infestation/contamination. Pallets should be clean and free of debris. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.
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 shall be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items. NOTE: If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.
 - a. Pheromone traps shall be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures shall be periodically changed in accordance with the manufacture's recommendations. Damaged and/or dirty traps shall be changed when necessary.
 - b. Trap monitoring should be accomplished jointly by contractor and pest control subcontractor personnel when an external service provider is used. The in-plant Government Quality Assurance Representative (GQAR) shall have access to the monitoring records. Reports of activity over an extended period without action being taken shall be reported to the Contracting officer and DLA Troop Support-FTS. A written corrective and preventive action plan from the contractor shall be requested if the problem persists. 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 shall 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 shall 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, shall be properly screened.
4. All door entrances shall be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors shall be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation shall be fitted with framed screen inserts to prevent insect entry.
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 shall be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches shall be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, shall be located at the lowest levels and consolidated for ease of monitoring and surveillance.

SECTION I - CONTRACT CLAUSES (CONTINUED)

2. Two or more infestible components shall not be located on a single pallet.
3. Proper stock handling practices, designed to minimize product damage, shall be enforced throughout the course of contract operations.
4. Commercial ingredient items of an infestible nature shall be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items shall be segregated to the maximum extent possible, given the physical constraints of the storage facility.

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 shall be included.
2. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.
3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.
4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices shall 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), shall only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/ certifications for in-house (contractor) personnel applying "Restricted Use" pesticides on the premises shall be provided. Legible copies of product labels for any "Restricted Use" pesticide proposed for use shall be available for on-site review and/or provided upon written request from the Contracting Officer.
 - 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 shall be provided, if not commercially certified as above. Legible copies of product labels for any "General Use" pesticide proposed for use shall be available for on-site review and/or provided upon written request from the Contracting Officer.
2. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides shall be left to the discretion of the contractor or the pest control subcontractor. Pesticide application and treatment records shall be kept for each facility treated and shall be maintained for a minimum of one (1) year. These treatment records shall be made available to the Government upon request and shall be reviewed during Quality Systems Audits or other visits to the establishment.

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

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

3. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations shall be of the tamper proof type and secured for safety. The locations of the exterior bait stations shall be indicated on the facility maps or layouts. Rodenticides shall not be used in processing, assembly, or storage areas
4. If a requirement exists for the use of toxic rodent tracking powders, a DLA Troop Support entomologist shall first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.

SECTION I - CONTRACT CLAUSES (CONTINUED)

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.

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

IV. Required Notifications

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

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 Entomologist is required by the contractor and/or the GQAR as applicable.

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

I-4 Quality Systems Plan (QSP)

Refer to Section E for detailed requirements for a QSP.

I-5 Small Business/Subcontracting Plan

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

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

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

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

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

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

Example and format:

SECTION I - CONTRACT CLAUSES (CONTINUED)

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

	<u>Dollars</u>	<u>Percent</u>
Total Contract Price:	\$1,000,000	100%
Total to be Subcontracted:	\$900,000	90%
To Large Business:	\$630,000	70%
To Small Business:	\$270,000	30%
SB:	\$63,000	7%
SDB:	\$63,000	7%
WOSB: \$45,000	5%	
SDVOSB: \$36,000	4%	
HZSB: \$36,000	4%	

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

Notes:

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

I-6 Surge and Sustainment Plan

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).

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

(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 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.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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.

(1) 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.

(2) 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.

(3) 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.

Note: The successful awardee(s) will be required to maintain an acceptable Integrated Pest Management Plan, Food Defense Plan, QSP, Small Business/Subcontracting Plan (if applicable), and Surge and Sustainment Plan throughout the life of the contract. All plans must be submitted with initial offers. The awardee(s) must have all requirements listed above approved by the contracting officer prior to contract award.

I-7 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.

SECTION J - LIST OF ATTACHMENTS**Attachments**

- ATTACHMENT 1 REWORK, WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL,
EXTENSION TEMPLATE
- ATTACHMENT 2 SUBSTITUTION REQUEST TEMPLATE
- ATTACHMENT 3 MICRO TEST RESULTS QUESTIONNAIRE
- ATTACHMENT 4 PRIMARY, SECONDARY, ANCILLARY MRE COMPONENT CLASSIFICATION

These above attachments must be downloaded from below website.

<https://www.dla.mil/TroopSupport/Subsistence/Operationalrations/qapubs/appa.aspx>

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS**252.203-7994 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (NOV 2016) DFARS****52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) FAR**

As prescribed in [4.905](#), insert the following provision:

(a) Definitions.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number

(TIN). TIN: _.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole

proprietorship;

Partnership;

Corporate entity (not tax-exempt); Corporate entity

(tax-exempt);

Government entity (Federal, State, or local); Foreign government;

International organization per 26 CFR 1.6049-4; Other .

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. Name and TIN of common parent:

Name TIN

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014) FAR**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020) FAR**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **See Section B-2** [insert NAICS code].

(2) The small business size standard is **See Section B-2** [insert size standard].

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 certifications in the solicitation.

The offeror shall indicate which option applies by checking one of the following boxes:

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

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

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

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

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements- Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(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:

(v) [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 --

(vi) [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.

(vii) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations. (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations --Representation.

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

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

- (x) [52.214-14](#), Place of Performance --Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract 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.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- [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.
- (xv) [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.
- (xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA -designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA -designated items.
- (xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -Representation. This provision applies to solicitation that include the clause at [52.204-7](#).
- (xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xxi) [52.225-4](#), Buy American --Free Trade Agreements --Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.
- (D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan --Certification. This provision applies to all solicitations.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv)52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the

Contracting Officer: [**Contracting Officer check as appropriate.**]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Certification.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM

(End of provision)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020) FAR

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

Commercial and Government Entity (CAGE) code means --

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

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

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?: Yes or No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020) DFARS

Substitute the following paragraphs (b), d) and (e) for paragraph (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

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

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) [252.209-7003](#), Reserve Officer Training Corps and Military Recruiting on Campus --Representation. Applies to all solicitations with institutions of higher education.

(ii) [252.216-7008](#), Economic Price Adjustment --Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) [252.222-7007](#), Representation Regarding Combating Trafficking in Persons, as prescribed in [222.1771](#). Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) [252.225-7049](#), Prohibition on Acquisition of Certain Foreign Commercial Satellite Services --Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) [252.225-7050](#), Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

- (vii) [252.229-7012](#), Tax Exemptions (Italy) --Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (viii) [252.229-7013](#), Tax Exemptions (Spain) --Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (ix) [252.247-7022](#), Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) [252.209-7002](#), Disclosure of Ownership or Control by a Foreign Government.
- (ii) [252.225-7000](#), Buy American --Balance of Payments Program Certificate.
- (iii) [252.225-7020](#), Trade Agreements Certificate.
- Use with Alternate I.
- (iv) [252.225-7031](#), Secondary Arab Boycott of Israel.
- (v) [252.225-7035](#), Buy American --Free Trade Agreements --Balance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.

Use with Alternate III. |

Use with Alternate IV. | |

Use with Alternate V.

- (vi) [252.226-7002](#), Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

As prescribed in [7.203](#), insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR

(a) Definitions. As used in this provision -

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means -

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in -

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010) DFARS**

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government;
or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable) Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

(End of provision)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2014 APPROPRIATIONS (FEB 2014) DFARS

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that --

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(2) has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that --

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

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

(End of provision)

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

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

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

(End of provision)

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

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

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

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

(b) The Offeror represents that-

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

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

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997) FAR

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

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(b)

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

Place of Performance

(Street Address, City, State, County, ZIP Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of Provision)

52.225-18 PLACE OF MANUFACTURE (AUG 2018) FAR

As prescribed in 25.1101(f), insert the following solicitation provision:

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN - REPRESENTATION AND CERTIFICATION (OCT 2020) FAR**52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2020) FAR**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement --Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**II. Cost Accounting Standards --Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020) FAR

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204 -26, Covered Telecommunications Equipment or Services -- Representation, or in paragraph (v) of the provision at 52.212 -3, Offeror Representations and Certifications - Commercial Items.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204 -25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115 - 232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third- party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115 -232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third- party, such as backhaul, roaming, or interconnection arrangements; or

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that --

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that --

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph(e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (

1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(C) prohibition in paragraph (b)(2) of this provision.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016) FAR

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2020) FAR

252.206-7000 DOMESTIC SOURCE RESTRICTION (DEC 1991) DFARS

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY USE PROGRAM (APR 2008) FAR

As prescribed in [11.604\(a\)](#), insert the following provision:

Any contract awarded as a result of this solicitation will be [] DX rated order; [x] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

(a) (paragraph 4.2).

(b) 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.

(c) 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:

(d) 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

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR****52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2017), ALT I (OCT 1997) FAR****52.215-5 FACSIMILE PROPOSALS (OCT 1997) FAR****52.216-1 TYPE OF CONTRACT (APR 1984) FAR**

As prescribed in [16.105](#), complete and insert the following provision The Government contemplates award of a **Fixed-Price** contract resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995) FAR**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) FAR****52.233-2 SERVICE OF PROTEST (SEP 2006) FAR**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer – Tiendung Nguyen

by obtaining written and dated acknowledgment of receipt from Contracting Officer, Tiendung Nguyen, DLA Troop Support, 700 Robbins Ave, Philadelphia, PA 1911.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Clause)

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

As prescribed in [52.107\(a\)](#), insert the following provision:

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS:

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

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) FAR

(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.

(End of Provision)

L06 AGENCY PROTESTS (DEC 2016)**L21 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) - DLA Troop Support - Subsistence (FEB 2017)**

Offerors must submit the CAP for items identified with surge requirements in Section C of the solicitation. The CAP must --

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

- (1) Outline the offeror's method of addressing the S&S requirements, whether defined as a percentage of annual demands or by individual line items. If the S&S quantity or delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed strategy to offset the shortfall.
- (2) Describe how the offeror will reduce peacetime production lead times by 50% to meet S&S requirements.
- (3) Provide letters of commitment or other agreements from suppliers and service providers (e.g., additional equipment or warehouse space) confirming they can meet S&S requirements.
- (4) Provide a plan to continue operations from an alternate facility in the event the primary facility is damaged or otherwise unable to operate at full capacity.
- (5) Identify competing priorities for the same resources, and ensure that meeting surge delivery requirements is independent of any other contracts or production requirements.
- (6) Identify the lead time for providing required S&S capability.
- (7) If applicable, include an exit strategy describing how to transition and ramp-down S&S assets and any Government investment.

Note: Annotate the maximum Surge quantity you can provide for each item for the listed time frames of the spreadsheet below. The quantity listed for each time frame must be unique to that time frame, and not cumulative of the previous time frame(s). List the cumulative surge quantity of all time frames under the "Total" column. The proposed Surge quantities should be based on the offeror's maximum capacity for each item in schedule B in accordance with the timelines cited below. This information should be submitted in the chart below, or separately in a similar format. This information must be submitted along with the Surge and Sustainment Plan in each of the offeror's technical proposals by the closing date of the solicitation in accordance with the requirements cited in section L-5 below.

Line #	Item	Timeframes (in days)					Total
		0 - 15	16 - 45	46 - 135	136 - 225	226 - 365	
0001	Meal, Ready-to-Eat (MRE)						
0002	Humanitarian Daily Ration (HDR)						
0003	Meal, Individual Pork Free						

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.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

Your proposal must be prepared and submitted in separate parts to the following email the Contracting Officer, Tiendung Nguyen (Tiendung.nguyen@dla.mil), and the Contract Specialist, Katherine Knecht (Katherine.knecht@dla.mil) or to the following address:

ATTN: Katherine Knecht and Tiendung Nguyen
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT POST
OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

Or the alternate address:
DLA TROOP SUPPORT 700
ROBBINS AVENUE BLDG. 45-
C-1047 PHILADELPHIA, PA
19111

Note: Refer to Section A-1 for additional information. If any part is being submitted via email, only one copy of each part should be sent. If physical copies are being delivered to the above address, then the offeror must send the appropriate “# of copies” for each part indicated below.

Part	Title	# of copies
1	Completed Solicitation	1
2	Technical Proposal	5
3	Business Proposal (Prices)	5
4	Additional Submission Requirements	3

It is the intention of the Government to multisource CLINs 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 CLIN 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 to each contractors 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.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

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 as stated in the request for quotes applicable to the delivery orders. 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 confirm in writing to the Government 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
FCDD-SCC-EMR Attn: Jill Bates
COMBAT CAPABILITIES COMMAND - SOLDIER CENTER 10
GENERAL GREENE AVENUE
NATICK, MA 01760

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

Product Demonstration Model
Solicitation Number
Product Identity
Lot#

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Company Name and Address

Point of Contact Name and Phone Number

Inside the Case, along with the 32 PDMs, must be the required paperwork fully identifying the item - the lot number, the contractor, the 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.

70 PDMs of each item must be maintained by the offeror/contractor. In this instance, the offeror must self-certify, confirm possession of the samples, and identify the samples as from the same production lot as those submitted to Natick. The offeror must submit this statement(s) with the balance of PDM samples submitted to DLA Troop Support. Should an offeror be awarded a contract, the offeror must provide the 70 PDMs that were self-certified and maintained by the offeror to a Government Quality Assurance Representative (GQAR) during the first production cycle.

The remaining 4 PDMs for each item must be sent to DLA Troop Support to the below address: ATTN:

KATHERINE KNETCH AND TIENDUNG NGUYEN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

Or the alternate address:

DLA TROOP SUPPORT 700
ROBBINS AVENUE BLDG.
45-C-1047 PHILADELPHIA,
PA 19111

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.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

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 must 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 two (2) cases are required for the PDM submission.

The meal/component shall be submitted to the following address:

ATTN: KATHERINE KNETCH AND TIENDUNG NGUYEN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

Or the alternate address:

DLA TROOP SUPPORT
700 ROBBINS AVENUE
BLDG. 45-C-1047
PHILADELPHIA, PA 19111

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:

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).

Pricing for MRE (item 0001):

The business proposal must include the completed pricing spreadsheets, or the same information in the offeror's same 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):

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Tier First Delivery Order Quantity Tiered Quantities (i.e. GOMRQuantity)

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 to each contractor that will be apportioned among the various awardees in the tiered quantities totaling up to the GOMR. 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 has been previously established. 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 the Food Defense requirement identified in Section I-3, the offeror must submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. This plan must be submitted with the offeror's initial offer.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

2. Integrated Pest Program: Contractors and subcontractors must submit an Integrated Pest Management Plan based on the requirements stated in Section I-4. This plan must be submitted with the offeror's initial offer.

3. Quality Systems Plan: Contractors must submit a Quality Systems Plan based on the requirements in Section E. This plan must be submitted with the offeror's initial offer.

4. Small Business/Subcontracting Plan (applicable to large businesses only): Contractors must submit a Small Business/Subcontracting Plan based on the requirements stated in Section I-6. This plan must be submitted with the offeror's initial offer.

5. Surge and Sustainment Plan: Refer to provisions **C06 Surge and Sustainment (S&S) Requirements (FEB 2017) and L21 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) - DLA**

Troop Support -Subsistence (FEB 2017) for Surge and Sustainment Plan requirements and submissions instructions. This plan must be submitted with the offeror's initial offer.

Note: Additional submission requirements guidelines can be found at the Troop Support Subsistence website <https://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality/>

Note: These submissions are required to be timely made and approved by the contracting officer in order for the submitter to be eligible for award, but these are not evaluation factors for award and these submissions will not be evaluated as part of the award process. The successful awardee(s) will be required to maintain an acceptable Integrated Pest Management Plan, Food Defense Plan, QSP, and a Small Business/Subcontracting Plan throughout the life of the contract. The awardee(s) must have an Integrated Pest Management Plan, Food Defense Plan, QSP, Small Business/Subcontracting Plan (if applicable), and a Surge and Sustainment Plan approved by the contracting officer prior to production.

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.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

SPE3S1-21-R-0002 - 50% Quantity Level (1,125,001 – 1,250,000)

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 Goulash			
	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 in a Savory Tomato Based Sauce			
	<u>Beef Taco Filling</u>			
	Cheese Tortellini in Tomato Sauce			
	Chicken, Egg Noodles and Vegetables, In Sauce			
	Chicken Burrito Bowl			
	Chicken Chunks, White			
	Chili and Macaroni			
	Chili w/ Beans			
	Elbow Macaroni in Tomato Sauce			
	Italian Sausage <u>With</u> Peppers and Onions in Marinara Sauce			
	Meatballs in Marinara Sauce			
	Mexican Style Chicken Stew			
	Mexican Style Rice and Bean Bowl			
	Pizza slice, Cheese			
	Pizza Slice, Pepperoni			
	Pork Sausage Patty, Maple Flavored			
	Southwest Style Beef and Black Beans, w/sauce			
	Spaghetti w/Beef and Sauce			
	Tuna, Chunk, Light, Water, Lemon Pepper			
	Cornbread			
	Granola, w/Milk and Blueberries			
	<u>Hashbrown</u> Potatoes with Bacon, Peppers and Onions			

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Italian Bread Sticks			
Multigrain Snack Bread			
Potatoes, Au Gratin			
Santa Fe Style Rice and Beans			
Cobbler, Cherry Blueberry			
Cranberries, Osmotically Dried, Sliced			
Raisins, <u>Osmotically Dried</u>			
Almonds, Unblanched, Smoke Flavored			
Beef Snacks, Sticks, Cured, Fermented, Teriyaki			
Cashews, Halves, Jalapeno			
Chocolate Pudding with Protein			
Cinnamon Bun			
Cookies, Sugar, Patriotic			
Corn Kernels, Barbeque			
Crackers, Fortified, Plain			
Crackers, Fortified, Veg			
Crackers, Cheese Filled, Pepperoni Pizza			
Fruit and Vegetable Blend Juice Smoothie Powder, Tropical Blend			
First Strike Energy Bar, Apple Cinnamon			
First Strike Energy Bar, Chocolate			
First Strike Energy Bar, <u>Cran-Raspberry</u>			
Nuts and Raisins w/ Pan Coated Choc Disks			
Peanuts, Dry Roasted, Salted			
Pretzels, Cheddar, Cheese Filled			
Pretzels, Nuggets, Honey Mustard and Onion			
Protein Puffs, Ring Shaped, Barbecue			
Recovery Bar, Salted Caramel Marshmallow Crisp			
Snack Crackers, Baked, Cheddar Cheese			
Toaster Pastry, Chocolate Chip, Swirled and/or Drizzled Frosting			
Trail Mix, Recovery, With Pretzels			
Trail Mix, Recovery, With Beef Jerky			
Licorice, Cherry, Bite Size			
Mint Rings, Peppermint			
Candy, Pan-Coated, Fruit Flavored Disks, Sweet and Sour			
Candy, Pan-Coated, Fruit Flavored Original			
Candy, Pan-Coated, Milk Chocolate Disks			
Candy, Pan-Coated, Peanut Butter			

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Candy, Pan-Coated, Choc Disks, Choc w/Peanuts			
Chocolate Protein Drink Powder			
Chocolate Protein Drink Powder, Chocolate Hazelnut			
Bag, Beverage, Hot, Zip-lock Polybag			
Hot Sauce, Extra Hot 4X			
Hot Sauce, Powdered			
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			

SECTION M - EVALUATION FACTORS FOR AWARD**M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)****SECTION M - EVALUATION FACTORS FOR AWARD****M-1 Qualification for Award:**

Pursuant to the authority of 10 U.S.C 2304(c)(3), competition under this solicitation will be limited to those vital contractors that comprise the industrial base to supply the 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 highly 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 Government will use lowest price technically acceptable source selection procedures for this acquisition. 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.

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**Evaluation of Product Demonstration Models (PDMs):**

a. Evaluation of MRE PDMs:

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

Natick will 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.

If the Contracting Officer decides to enter into discussion with the offerors, the 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.

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.

Following 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:

1. The palatability and ingredients of the products;
2. How individual items are integrated to form a complete day's meal and variety of meal combinations;
3. The rationale for using particular items as entrees and in combination;

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

4. The look of the packaging (Does the meal have a professional look that well represents the USA?);
5. The clarity of the graphics (Will the recipients know what to do when they receive the meals?);
6. Acceptability of all meal components based on unique cultural preferences;

The HDR PDM will be evaluated by Defense Logistics Agency (DLA) Troop Support 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 DLA Troop Support 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.

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**M-5 Additional Evaluations**

Additional Submission Requirements will be reviewed for acceptability and eligibility for award, but will not be evaluated for award decision(s) (see section L-5 above).

1. The Food Defense Plan will be reviewed to determine acceptability.
2. The Integrated Pest Management Plan will be reviewed to determine acceptability.
3. The Quality Systems Plan will be reviewed to determine acceptability.
4. The Small Business/Subcontracting Plan will be reviewed to determine acceptability.
5. The Surge and Sustainment Plan will be reviewed to determine acceptability.

M07 Surge and Sustainment (S&S) Evaluation (FEB 2017)

- (1) Capability Assessment Plan (CAP) Evaluation: The CAP will be reviewed and assessed for responsiveness, completeness, and technical merit. The CAP must demonstrate (i) the offeror's ability to provide the full S&S quantity and meet the delivery requirements as specified in the solicitation; (ii) the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and/or delivery requirements; and (iii) the ability to achieve the solutions without Government investment. If the CAP includes Government investment, the evaluation includes plans to refresh or replace S&S material and related exit strategy to ensure the Government's continued surge capability.
- (2) S&S Past Performance History: The quality and extent of the offeror's historical surge support performance will be considered as part of the overall past performance evaluation. In the absence of or in addition to historical S&S capability support, the contracting officer may consider other relevant performance history that demonstrates the offeror's ability to respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both.
- (3) The contracting officer will include the S&S price in the overall price evaluation.

NOTE: The successful awardee(s) will be required to maintain an acceptable Integrated Pest Management Plan, Food Defense Plan, QSP, Small Business/Subcontracting Plan (if applicable), and a Surge and Sustainment Plan throughout the life of the contract. These plans must be approved by the contracting officer prior to award.