

2. CONTRACT No. 3. SOLICITATION No. SPE3S1-26-R-0004 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 2026 MAY 19 6. REQUISITION/PURCHASE No. 1000214970


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

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Not Applicable until 3:00PM local time 2026-Jul-02 (Hour) (Date)

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

10. FOR INFORMATION CALL:  A. NAME Darren Gregory DDG0068 B. PHONE/FAX (NO COLLECT CALLS) Phone: 445-737-1749 FAX: C. EMAIL ADDRESS Darren.Gregory@dla.mil


11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	70
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	13		J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	20	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	23	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	95
X	F	DELIVERIES OR PERFORMANCE	66	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	99
X	G	CONTRACT ADMINISTRATION DATA	66	X	M	EVALUATION FACTORS FOR AWARD	106
X	H	SPECIAL CONTRACT REQUIREMENTS	68				

OFFER (Must be fully completed by offeror)

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

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

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

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


AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

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

AWARD (To be completed by Government)

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

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

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

SECTION A - SOLICITATION/CONTRACT FORM**52.204-90 OFFEROR IDENTIFICATION (DEVIATION 2026-O0038) (FEB 2026) FAR****Section A****SOLICITATION AND OFFER - FORM SF33 (CONTINUATION SHEET)****A-1**

Note: All offerors must submit documentation via email to the Contract Specialist, Darren Gregory at Darren.Gregory@dla.mil and the Contracting Officer, Tiendung Nguyen at Tiendung.Nguyen@dla.mil.

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

**ATTN: DARREN GREGORY AND TIENDUNG NGUYEN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT - SUBSISTENCE DIRECTORATE
700 ROBBINS AVE.
PHILADELPHIA, PA 19111-5092
BLDG. 6B085**

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, Darren Gregory (Darren.Gregory@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.

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.

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

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, Darren Gregory (Darren.gregory@dla.mil) and the Contracting Officer, Tiendung Nguyen (tiendung.nguyen@dla.mil) may receive the e-mailed proposal revisions. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, will be designated in that request. Submission of proposals and any revisions are subject to the terms of FAR 52.215-1, Instruction of Offerors for Competitive Acquisition.

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

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

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

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

Note: 52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR is included in Solicitation Section I.

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

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

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

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

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

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

considered eligible for award.

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

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

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

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

Line	NSN	Item	Estimated Yearly Quantity (EA)
0001	8940-00-149-1059	Cheese Spread, Plain	13,635,000
0002	8940-01-502-5688	Cheese Spread, Jalapeno	6,060,000
0003	8930-01-555-4596	Peanut Butter, Smooth	3,030,000
0004	8930-01-527-8226	Peanut Butter, Chocolate	1,515,000
0005	8930-01-555-4604	Peanut Butter, Chunky	3,030,000
0006	8930-01-426-4749	Preserves, Fruit, Blackberry	1,515,000
0007	8930-01-426-4752	Preserves, Fruit, Strawberry	3,030,000
0008	8930-00-149-1056	Jelly, Fruit, Apple	1,515,000
0009	8930-00-149-1058	Jelly, Fruit, Grape	1,515,000
0010	8950-01-527-8387	Barbecue Sauce	1,515,000
0011	8950-01-487-1628	Mayonnaise, Fat Free	1,515,000
0012	8940-01-713-8140	Apple Pie Dessert Spread	1,515,000

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

B. Indefinite-Quantity Contract (IQC) Quantities

The IQC minimum and IQC maximum quantities for each Rations National Contract (RNC) Spreads component are as follows (Unit of measure for each component is each (EA)):

Line	Item	Guaranteed Min. (5 tiers)	Maximum (5 tiers)
0001	Cheese Spread, Plain	11,362,500	170,437,500
0002	Cheese Spread, Jalapeno	5,050,000	75,750,000
0003	Peanut Butter, Smooth	2,525,000	37,875,000
0004	Peanut Butter, Chocolate	1,262,500	18,937,500
0005	Peanut Butter, Chunky	2,525,000	37,875,000
0006	Preserves, Fruit, Blackberry	1,262,500	18,937,500
0007	Preserves, Fruit, Strawberry	2,525,000	37,875,000

CONTINUED ON NEXT PAGE

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

0008	Jelly, Fruit, Apple	1,262,500	18,937,500
0009	Jelly, Fruit, Grape	1,262,500	18,937,500
0010	Barbecue Sauce	1,262,500	18,937,500
0011	Mayonnaise, Fat Free	1,262,500	18,937,500
0012	Apple Pie Dessert Spread	1,262,500	18,937,500

Note: Surge Quantities are applicable to all RNC Spreads components. See Section C for Surge and Sustainment Plan requirements, Section L for Surge and Sustainment submissions procedures, and Section M for Surge and Sustainment evaluation criteria.

C. Delivery Schedule

RNC Spreads components are F.O.B. Destination, and one price must be offered for all Meal, Ready-to-Eat (MRE) assembler locations as follows:

AmeriQual Packaging
225 West Morgan Avenue
Evansville, IN 47710

SOPAKCO, Inc.
118 S. Cypress Street
Mullins, SC 29574

Baxters North America
4700 Creek Road
Cincinnati, OH 45242

Note: Some or all of these locations could change during the performance of the contract, and delivery must be made to the specified delivery destination at no additional cost to the Government. Actual ordering quantities and shipping information will be provided in individual delivery order(s). Orders will be placed on an F.O.B Destination basis only. The MRE Assemblers will be responsible for ordering and developing delivery schedules for RNC components. Section H-1 further details RNC component ordering.

B-2 General Information

DLA Troop Support will establish a RNC with component manufacturers, and will authorize the MRE assemblers to order directly from the national contracts in lieu of DLA providing the components as Government-Furnished Material (GFM). The RNC will establish the component prices, but the assemblers will order and pay for the material directly. The assemblers will have full control over when to order, how much to order, and have full responsibility for the supply chain and inventory. See FAR 52.216-19 - Order limitations for more information.

Note: Terms and conditions of the individual RNC Spreads component contract(s) will prevail in the case of a conflict with the MRE contract.

The effective term of the contract will contain five (5) consecutive tiered delivery periods. Each tier will be 365 days in length. The first delivery period will begin upon date of award, unless otherwise specified in the resultant contract.

This solicitation is unrestricted to business size. The North American Industry Classification System (NAICS) codes under this solicitation for each RNC Spreads component is as follows:

CONTINUED ON NEXT PAGE

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

Line	Item	NAICS Code	Size Standard (# Employees)
0001	Cheese Spread, Plain	311513	1,250
0002	Cheese Spread, Jalapeno	311513	1,250
0003	Peanut Butter, Smooth	311911	750
0004	Peanut Butter, Chocolate	311911	750
0005	Peanut Butter, Chunky	311911	750
0006	Preserves, Fruit, Blackberry	311421	1,000
0007	Preserves, Fruit, Strawberry	311421	1,000
0008	Jelly, Fruit, Apple	311421	1,000
0009	Jelly, Fruit, Grape	311421	1,000
0010	Barbecue Sauce	311421	1,000
0011	Mayonnaise, Fat Free	311941	650
0012	Apple Pie Spread	311930	1,100

B-3 Pricing

The effective period of the contract for Tier 1 will be from the effective date of award through 365 days. Tier 2 will begin after the 365th day of Tier 1, and will be the same length of 365 days. The same pattern will follow for Tier 3, Tier 4, and Tier 5. The performance period of the contract will end on the 365th day of Tier 5.

Note: RNC Spread Component prices will be based on the tier period an order is placed, not when an order is shipped or delivered. For example, if an order is placed during tier 2, but delivery is made during tier 3, then the prices in effect for that order will be the tier 2 prices. This also applies to components that are subject to Economic Price Adjustments (See section B-5 below).

B-4 Indefinite Quantity Contract

This solicitation will result in an Indefinite-Quantity Contract (IQC), as provided in FAR Clause 52.216-22 Indefinite Quantity (DEVIATION 2026-O0038) (FEB 2026). In an IQC, the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the Government is obliged to order and which is all it is committed to order. The top of the range is the maximum (The IQC maximum quantity) which is the largest quantity the Government may order, and which the contractor agrees to provide if ordered. The Government may order a quantity within that range. Sometimes an estimated quantity is stated also; which may be the same as the minimum or the maximum, or it may be a quantity within the IQC range.

The Government guarantees that it will order a minimum of units stated above in Section B-1(B.) during the life of the resultant contract(s). The guaranteed minimum quantity may be ordered during any tier period or combination of tier periods. The Government may fulfill the guaranteed minimum quantity by issuing a single delivery order or any number of delivery orders. Any quantities ordered by the Assemblers shall contribute towards satisfying the Government's guaranteed minimum quantity. However, in fulfilling the guaranteed minimum quantity, the total dollar value expended by the Government shall not exceed the dollar value of the guaranteed minimum quantity procured at the lowest unit price established under the contract(s) and is hereafter referred to as the "guaranteed minimum dollar value." If an offeror is awarded multiple line items, then the total guaranteed minimum dollar value for the contract(s) shall be the sum of each awarded line item's guaranteed minimum dollar value. The Government will be considered to

CONTINUED ON NEXT PAGE

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

have fulfilled its obligation to order the guaranteed minimum quantity when the guaranteed minimum dollar value has been met.

B-5 Economic Price Adjustment**TS16-22 Economic Price Adjustment - Table Spreads (JUNE 2017)**

An Economic Price Adjustment (EPA) applies to Cheese Spread, Plain; Cheese Spread, Jalapeno; Peanut Butter, Smooth; Peanut Butter, Chocolate; Peanut Butter, Chunky. The chart below lists the RNC Spreads components subject to EPA, in addition to their EPA factor, economic indicators, publication of pricing information, and adjustment periods:

ITEM	EPA FACTOR/ COMPONENT	ECONOMIC INDICATOR	PUBLISHER / PUBLICATION / FREQUENCY PUBLISHED	BASE UNIT PRICE	ADJ. UNIT PRICE
Plain Cheese Spread	Cheese & Butter	Cheese Barrels - 40# Blocks & Grade AA Butter	Chicago Mercantile Exchange Cash Trading / USDA Dairy Market News / Weekly	52 week period	52 week period
Bacon Cheese Spread	Cheese & Butter	Cheese Barrels - 40# Blocks & Grade AA Butter	Chicago Mercantile Exchange Cash Trading / USDA Dairy Market News / Weekly	52 week period	52 week period
Jalapeno Cheese Spread	Cheese & Butter	Cheese Barrels - 40# Blocks & Grade AA Butter	Chicago Mercantile Exchange Cash Trading / USDA Dairy Market News / Weekly	52 week period	52 week period
Smooth Peanut Butter	Peanut Butter	PPI Table # WPU01830111 For Peanut Butter & Roasted Peanuts	Bureau Of Labor Statistics – Producer Price Index (PPI) / Monthly	12 month period	12 month period
Chocolate Peanut Butter	Peanut Butter	PPI Table # WPU01830111 For Peanut Butter & Roasted Peanuts	Bureau Of Labor Statistics / Producer Price Index (PPI) / Monthly	12 month period	12 month period
Chunky Peanut Butter	Peanut Butter	PPI Table # WPU01830111 For Peanut Butter & Roasted Peanuts	Bureau Of Labor Statistics / Producer Price Index (PPI) / Monthly	12 month period	12 month period

CONTINUED ON NEXT PAGE

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

- (a) Warranties: For the portion of the schedule that is covered by this EPA language, the Contractor warrants that the unit prices included in the Schedule do not include allowances for any portion of the contingency covered by this EPA language.
- (b) The base unit prices for the purpose of the adjustment calculations under this EPA language shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only (e.g. an average of cheese and butter indices for cheese products, and an average of peanut indices for peanut products) for the period specified under the "Base Unit Price" below immediately preceding either the solicitation closing date for proposals (if no discussions are held), or the due date for final proposal revisions (if discussions are held).
- (c) The adjusting unit prices shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only for the period specified under the "Adjusting Unit Price" column shown in paragraph (b) immediately preceding the effective date of the following tier.
- (d) An established market price is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror(s); and the net price after applying any standard trade discounts offered by the contractor. The established market price under this EPA language may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for the EPA factors subject to price adjustments under this EPA language, and the economic indicators and publications to be used are listed above.
- (e) With respect to increases or decreases under this EPA language, no adjustment shall be made to the tier 1 unit prices. One adjustment calculation shall be made annually to determine the unit prices applicable to the forthcoming tier.
- (f) EPA allowance factor: For the purpose of price adjustment pursuant to this EPA language, it shall be conclusively presumed that the amount shown under "Portion Subject to EPA" represents the cost of each item that is subject to adjustment. The portion subject to EPA refers to the element of cost for each item that is outside the control of the vendor and in "Schedule B" the offerors will be required to fill in this amount. This is the only portion of the cost that will be subject to the EPA provision. The EPA provisions based on changes in market prices for product material costs such as cheese, butter, and peanuts, are subject to the EPA, because there is serious doubt concerning the stability of market conditions. The balance of product costs for items such as labor, overhead, General and Administrative (G&A), transportation, and profit are those contingencies that can be included in the contract price and can be identified and covered separately through firm fixed prices. The EPA allowance factor remains fixed throughout the life of the contract unless a Government authorized change is made to the contract which affects this allowance.
- (g) Performance requirements: The U.S. Army Combat Capabilities Development Command - Soldier Center (DEVCOM) who prepares the specifications has moved from Military Specifications to Performance Requirements. The Government no longer states the specific amount of product (cheese, butter, peanuts, etc.) that goes into a table spread, only an overall amount with a protein and carbohydrate requirement. (Different contractors will put in differing quantities of cheese, butter, peanuts, etc. to meet the performance requirements). This is why specific weights or quantities cannot be specified in advance in this EPA as would be used in a Military Specification and the cost for the items subject to adjustment will be entered by the Contractor in Section L-5 as part of their proposal. The Government performs oversight to ensure that the performance requirements are met or exceeded.
- (h) Adjustments shall be calculated as follows: (Round to four decimal places)
- (1) Compute the adjusting unit price and the base unit price.

CONTINUED ON NEXT PAGE

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

(2) (Adjusting unit price - base unit price)/base unit price = market price change (+ or -).

(3) Market price Change x Allowance Factor (Market price Change multiplied by Allowance Factor) = Contract Unit Price Adjustment (+ or -) for each item subject to EPA adjustment.

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

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

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

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

(k) Any pricing actions pursuant to the FAR 52.243-1 Changes or FAR 52.212-4(c) or other provisions of the contract will be priced as though there were no provisions for economic price adjustment.

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

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

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

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

(p) Authority to add additional items. The chart in paragraph (b): identifies the 6 Ration National Contract (RNC) Spreads Component items subject to EPA. These components are selected based on historical data and may not be included in every ration. Refer elsewhere in the solicitation/contract for listing of the exact component makeup. Due

CONTINUED ON NEXT PAGE

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

to customer requirements, the Contracting Officer may add additional components to the ration. The Contracting Officer will show within paragraph (b) the additional components(s).

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

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

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 must be identical. The approval of any PDM will not constitute a waiver of the requirement that all delivered product must meet all other solicitation/contractual requirements, such as but not limited to, analytical requirements, physical requirements, microbiological requirements and/or performance requirements unless specifically stated by the Contracting Officer. The offeror/contractor will be responsible for the shipment of PDM samples to DEVCOM, to DLA Troop Support, and to hold samples at the Contractor's site.

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

Initial PDM

PDMs must be submitted for each line item on which an offeror intends to bid prior to the close of the solicitation and found to meet the standards referenced in the respective RNC Spreads component 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

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

Replacement PDM

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

CONTINUED ON NEXT PAGE

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

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

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

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

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

Replenishment PDM

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

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

Submission Process for New, Replacement, and Replenishment PDMs

106 PDMs of each Spreads component must be submitted and retained as follows:

32 PDMs of each Spreads component must be sent to:

U.S. Army Research, Development, and Engineering Command
DEPARTMENT OF THE ARMY
FCDD-SCC-EMR Attn: Jill Bates
COMBAT CAPABILITIES DEVCOM SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760-5056.

4 PDMs of each Spreads component must be sent to:

ATT: TIENDUNG NGUYEN AND DARREN GREGORY
DLA TROOP SUPPORT
700 ROBBINS AVENUE
BLDG. 6B085
PHILADELPHIA, PA 19111

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

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

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 to DEVCOM and 4 PDMs to DLA Troop Support, must be the required paperwork fully identifying the item; the lot number; the contractor; the contract number; the type of PDM (New, Replenishment, or Replacement); the current PDM lot number; USDA certification as applicable; analytical and microbiological test results performed by the contractor; any other information to assist in identifying the product and conducting the evaluation. Analytical and microbiological test results, wherever required, must be submitted with PDMs.

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

Evaluation Process for New, Replacement, and Replenishment PDMs

A DEVCOM Soldier Center (SC) 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.

DEVCOM SC 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.

DEVCOM SC 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 DEVCOM'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 (CONTINUED)**SECTION C - SPECIFICATIONS/SOW/SOO/ORD****Section C - DESCRIPTION/SPECIFICATIONS****C-1. NSN/ITEM DESCRIPTION****8940-00-149-1059**

CHEESE SPREAD, FORTIFIED, PLAIN, CHEDDAR; 28 gm flex pg, PCR-C-039, Flavor 1

8940-01-414-6122

CHEESE SPREAD, FORTIFIED, PLAIN, CHEDDAR, WITH JALAPENO PEPPERS; 28 gm flex pg, PCR-C-039, Flavor 2

8930-01-555-4596

PEANUT BUTTER, SMOOTH, REGULAR, STABILIZED, FORTIFIED, SALTED, CONVENTIONAL; 28 gm flex pg, A-A-20328, PKG&QAP, Form (a), Class A, Type a, Fortification ii, Seasoning (a), Agricultural Practice (1) Style 1, Texture 1, Flavor (1)

8930-01-527-8226

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

8930-01-555-4604

PEANUT BUTTER, CHUNKY/CRUNCHY, REGULAR, STABILIZED, FORTIFIED, SALTED, CONVENTIONAL; 28 gm flex pg, A-A-20328, PKG&QAP, Form (a), Class A, Type a, Fortification ii, Seasoning (a), Agricultural Practice (1), Style I, Texture 3, Flavor (1)

8930-01-426-4749

PRESERVES (OR JAMS), FRUIT, US GRADE A, SINGLE FRUIT, BLACKBERRY, REGULAR; 1 oz (28 gm) flex pg, A-A-20079, PKG&QAP, Type I, Finished Product Quality a, Group I, Flavor A, Style 1

8930-01-426-4752

PRESERVES (OR JAMS), FRUIT, US GRADE A, SINGLE FRUIT, STRAWBERRY, REGULAR; 1 oz (28 gm) flex pg, A-A-20079, PKG&QAP, Type I, Finished Product Quality a, Group I, Flavor Q, Style 1

8930-00-149-1056

JELLY, FRUIT, STANDARDIZED, SINGLE, REGULAR, U.S. GRADE A, APPLE; 1 oz (28 gm) flex pg, A-A-20078, PKG&QAP, Type I, Style 1, Finished Product Quality a, Kind A

8930-00-149-1058

JELLY, FRUIT, STANDARDIZED, SINGLE, REGULAR, U.S. GRADE A, GRAPE; 1 oz (28 gm) flex pg, A-A-20078, PKG&QAP, Type I, Style 1, Finished Product Quality a, Kind M

8950-01-527-8387

MAYONNAISE, FAT FREE; 28 gm flex pg, A-A-20140, PKG&QAP, Type I, Flavor A, Style C

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**8950-01-487-1628**

BARBECUE SAUCE, PLAIN/REGULAR, WITHOUT FRUIT PUREES; 28 gm flex pg, A-A-20335, PKG&QAP, Flavor I, Type B

8940-01-713-8140

DESSERT SPREAD, APPLE PIE; 2.0 oz (57 gm) flex pg, PCR-D-005, Flavor 1

C-2. PRIME DOCUMENTS

CID A-A-20078, PKG&QAP Jelly, Fruit

CID A-A-20140, PKG&QAP Mayonnaise, Salad Dressing, and Tartar Sauce

CID A-A-20328, PKG&QAP Nut Butters and Nut Spreads

CID A-A-20335, PKG&QAP Barbecue Sauce

CID A-A-20079, PKG&QAP Preserves (or Jams), Fruit

PCR-C-039 Cheese Spread, Cheddar, Fortified

PCR-D-005 Dessert Spread, Dessert Spread

Applicable versions of documents cited here as prime documents including changes are posted at <http://www.dla.mil/TroopSupport/Subsistence/Operationalrations/Frozen.aspx>

C-3. DATE OF PACK

- A. Acceptance will be limited to product processed and packed subsequent to date of award/beginning of any following Tier year.

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

1. The Contractor shall comply with 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.

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

B. PERFORMANCE, PACKAGING AND QUALITY SPECIFICATIONS

1. 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,

CONTINUED ON NEXT PAGE

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

MIL-STDs, MIL-PRFs, PKG&QAPs, and MIL specs.

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

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

C. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

1. As required by PGI 246.201-70, 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; DLA Provision 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 US Army Veterinary Services Food Protection Division.

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 Contractor Furnished Material (CFM) and Ration National Contracts (RNC) Operational Ration components.

4. Requests for inspection and Worldwide Directory listing by U.S. Army Veterinary Services Food Protection Division 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 U.S. Army Veterinary Services Food Protection Division.

5. In addition to the above, all producers of MRE food components shall be listed in the Worldwide Directory as determined by the U.S. Army Veterinary Services Food Protection Division.

D. NUTRITIONAL REQUIREMENTS

A nutritional analysis for each product requiring a PDM shall be provided to the U.S. Army Combat Capabilities Development Command (DEVCOM) Soldier Center, Combat Feeding Division for review within two weeks of the award of the contract and each time there is a major formulation change.

1. The nutritional analysis shall be generated by using a commercial Food Analysis and Labeling Software. The analysis shall be sent electronically to Julie Edwards (julie.a.edwards.34.civ@army.mil) at U.S. Army Combat

CONTINUED ON NEXT PAGE

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

Capabilities Development Command (DEVCOM) Soldier Center, Combat Feeding Division. The software generated food list files shall be provided for a 100 gm portion. The food item files shall be included in the analysis file.

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

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
Vitamin E (α -equivalents)	IU	Vitamin D	IU
Calcium	milligram	Folate	microgram
Iron	milligram	Copper	milligram
Phosphorus	milligram	Magnesium	milligram
Sodium	milligram	Potassium	milligram
Zinc	milligram		

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

- c.* Nutrient measurements shall be to the first decimal.

CONTINUED ON NEXT PAGE

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**E. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS**

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

F. FOOD DEFENSE

1. The submission and implementation of a stand-alone Food Defense Plan (FDP) 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. A copy of the DLA Food Defense Checklist is available online to download at the web address: <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx> or through the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch (DLA Troop Support-FTSB). 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). Submit Food Defense Plans to the applicable DLA Troop Support Contracting Officer. The Quality Audits & Food Defense Branch 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. 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.

G. CONTRACTOR SANITATION PROGRAM

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

H. ADDITIONAL REQUIREMENTS

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

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

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

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

Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use of operation of the unit.

2. Salmonella Testing:

- a. For all documents that require Salmonella testing, Microbiological Testing, Association of Official Analytical Chemists' Official Method of Analysis 2013.09 (AOAC OMA 2013.09) is authorized. The laboratory shall utilize the method that are fit for purpose for the commodity type.
- b. 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 28g (1 oz).

3. For all documents that require Yeast and Mold testing, a nationally recognized certified laboratory or government laboratory can perform testing using Association of Official Analytical Chemists' Official Method of Analysis 2014.05, Enumeration of Yeast and Mold in Food - 3M Petrifilm Rapid Yeast and Mold Count Plate. The laboratory shall utilize methods that are fit for purpose for the commodity type.

4. The following applies to PCR-C-039, Cheese Spread, Cheddar, Fortified, Packaged in a Flexible Pouch, Shelf Stable, analytical testing:

- a. Inductively Coupled Plasma (ICP) or Inductively Coupled Plasma Spectroscopy (ICPS) instrumentation is authorized for use when using AOAC Method 2011.14 for Calcium analysis.

5. Alternate Method of Test Verification

- a. For those operational ration component's technical data requirements documents (e.g., PCR, MIL-DTL, PKG&QAP) that permit the acceptance of a Certificate of Conformance (CoC) and/or CoA as an alternate method of end-item test verification, use of a CoC and/or CoA by a contractor as verification of end-item test conformance is permitted in accordance with the conditions as cited in a product's technical data requirements document. However, Government end-item verification testing shall be performed as directed by the Contracting Officer.

6. When a Certificate of Analysis (COA) is offered to the GQAR for component testing, the following, at a

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

minimum, shall be included on the official report:

- a. Laboratory Identification
- b. Applicant Identification
- c. Product Identity (name and lot number)
- d. Test Identification
- e. Test Method
- f. Test Results
- g. Date Report Issued
- h. Name and Signature of Approving Official

7. The following applies to DLA Troop Support Form 3507, Loads, Unit: Preparation of Semipershable Subsistence Items, Apr 2014:

- a. 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"

Insert: "ANSI MHI MN1-2016; Part 3, Wood Pallets and Part 9, Wood Pallets for Department of Defense Use"

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

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

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

- c. 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."

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.

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

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.”

Ground nuts, tree nuts, and their products, are prohibited as a component ingredient unless explicitly required by the product specification or approved by the contracting officer.

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)**SECTION D - PACKAGING AND MARKING****Section D - PACKAGING/LABELING/PACKING/UNITIZATION/MARKING**

D-1. PACKAGING: In accordance with D-1 PACKAGING of applicable Commercial Item Description (CID) Packaging Requirements and Quality Assurance Provisions or applicable Performance-based Contract Requirements (PCR) document.

D-2. LABELING:

A. In accordance with D-2 LABELING of applicable Commercial Item Description (CID) Packaging Requirements and Quality Assurance Provisions or applicable Performance-based Contract Requirements (PCR) document.

B. The date of pack representing the lot number in the pouch code for individual rations component packages shall be as follows:

Each pouch shall have the date of pack noted by using either a four-digit code or five-digit code. When using the four-digit code, begin with the final digit of the current year followed by the three-digit Julian code. For example, 14 February 2050 would be coded as 0045. When using the five-digit code, begin with the decade digit of the current year followed by the three-digit Julian code. For example, 14 February 2050 would be coded as 50045. The Julian code shall represent the day the product was packaged into the pouch.

D-3. PACKING: Not more than 40 pounds of product shall be packed in a fiberboard shipping box constructed in accordance with style RSC-L of ASTM D5118/D5118M, Standard Practice for Fabrication of Fiberboard Shipping Boxes. The fiberboard shall conform to type CF, class D, variety SW, burst grade 200 or ECT grade 32 of ASTM D4727/D4727M, Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shapes. Each box shall be securely closed in accordance with ASTM D1974/D1974M, Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes.

D-4. UNITIZATION: Unit loads shall be arranged in accordance with the requirements of Type III, Class G - Commercial Loads, Palletized, of DLA Troop Support Form 3507, Loads, Unit: Preparation of Semiperishable

CONTINUED ON NEXT PAGE

SECTION D - PACKAGING AND MARKING (CONTINUED)

Subsistence Items*/.

*/ Pallets shall conform to requirements cited in the General Requirement section of DLA Troop Support Form 3507.

D-5. MARKING: Shipping container markings shall be as follows:

A. Shipping containers that are not being shipped to ration assemblers shall be marked in accordance with DLA Troop Support Form 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence.

B. Shipping containers that are shipped to ration assembly contractors are permitted to have alternative markings that have been agreed upon by each assembler and the GQAR. A copy of this agreement shall be provided to the contracting officer prior to any shipment with alternative markings. In addition, any alternative markings shall comply with all applicable Federal and State mandatory requirements. This requirement shall remain in place for the duration of this contract or until further notice.

D-6. 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.
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.

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

CONTINUED ON NEXT PAGE

SECTION D - PACKAGING AND MARKING (CONTINUED)

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.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**SECTION E - INSPECTION AND ACCEPTANCE****SECTION E INSPECTION AND ACCEPTANCE****THE PROCEDURES FOR INSPECTION AND ACCEPTANCE WILL BE AS FOLLOWS:**

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.

Origin inspection shall be contractor paid United States Department of Agriculture, Agricultural Marketing Service, Specialty Crops Program, Specialty Crops Inspection Division (USDA,AMS) inspection in accordance with *Provision 9023, General Inspection Requirements*, unless otherwise specified by this solicitation/contract. This solicitation and the resultant contract(s) shall be subject to USDA,AMS in-plant/in-process inspection and lot inspection at Origin; including, but not limited to, in-plant/in-process records review and recording of daily observations such as the batching, cooking, processing, and packaging operations taking place and other critical food safety related issues such as sanitation. When USDA,AMS is designated cognizance for the support of the Government's quality assurance requirements, the responsibilities and authorities cited in the regulations, policies, file codes, inspection manuals, etc. of the respective agency and those regulations, policies, file codes, inspection manuals, etc. to which that agency is subject, 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.

Those quality assurance provisions (product, packaging, packing, and regulatory requirements, procedures, and inspections) specified in Part E of this solicitation/contract, and, as amended/modified by this solicitation/contract, those quality assurance provisions specified in the applicable component's technical requirements documents (e.g., MIL-PRF- 44073, Performance-based Contract Requirements (PCR), Packaging and Quality Assurance Provisions (PKG&QAP)) are required for contractor and for United States Department of Agriculture, Agricultural Marketing Service, Specialty Crops Program, Specialty Crops Inspection Division (USDA-AMS) inspection. DLA Provision 9023 is incorporated in full text in this solicitation and resultant contracts(s).

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, and as amended/modified, shall control. The inspection and acceptance procedures shall be as follows:

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

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 of compliance. 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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

substance shall be cause for rejection of the lot.

A representative of the contractor offering supplies to the government for the purpose of government acceptance shall sign/endorse all Certificates of Conformance (CoC) required for use and/or authorized for use by this solicitation/contract. CoCs shall be contract specific. Renewal of a CoC shall be occasioned by the assumption of a new contract number or by any changes to the composition, construction, or supplier of the supplies being addressed by a CoC.

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

IX. REGULATORY CONTROLS:

1. General Regulatory Requirements (as applicable to the plant USDA-FSIS, FDA, GMP, HACCP, SSOP, USDA-AMS 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:**

1. Audit Schedule
2. Performance of Internal Quality Audits
3. Documentation and reporting

XII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM**XIII. IMPROVEMENT**

1. Customer Satisfaction
2. Improvement

NOTE: Integrated Pest Management Plan (IPM) and Contractor Sanitation Program:

The contractor's IPM Plan is a stand-alone document that must be submitted and reviewed by DLA Troop Support's Entomologist. 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 the QSP. 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 and 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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Support FTSB. Workbook I is also available online in PDF format at the following website:

<https://www.dla.mil/Troop-Support/Subsistence/Food-Safety/Food-Quality/>

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), Statistical Process Controls Quality Assurance Provision (SPC QAP) apply to all CFM and RNC food components and subassembly components, and Assembly Operations-except as indicated below:

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

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

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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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: Darren Gregory and Tiendung Nguyen
DLA TROOP SUPPORT - SUBSISTENCE DIRECTORATE
700 ROBBINS AVE
PHILADELPHIA, PA 19111-6667
BLDG. 6B085

(b) ONE COPY SHALL BE EMAILED (AT TIME OF BID SUBMITTAL) TO:

Send EMAILED OFFER to:

Darren Gregory at darren.gregory@dla.mil
Tiendung Nguyen at tiendung.nguyen@dla.mil

(c) 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: Anthony Foresi
98 3rd STREET SOUTHWEST
WINTER HAVEN, FL 33880

b. USDA-AMS INSPECTION AREA OFFICE:

The contractor/subcontractor shall contact USDA- Operational Rations Support Team (SCSCIOperationalRations@usda.gov) for the applicable area office address (College Park, GA; Hunt Valley, MD; North Brunswick, NJ; Oshkosh, WI; San Antonio, TX; South Bend, IN; 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.

U.S Army Medical Command, Veterinary Services Directorate

Attn: DASG-FHP-VET Chief, Operational Rations

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

US Army Veterinary Services
8977 Sibert Road, Bldg. E1570
BLDG. E5158

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

The forementioned Government inspection personnel and In-Plant Government QARs shall 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. Use the current DLA Troop Support-FTSB's group mailbox (SubsistenceQualitySystems@dla.mil) or mail to the following address (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 emailed, or mailed to DLA Troop Support-FTSB and each applicable office for their review.

Implementation, compliance, effectiveness, and continuous improvement of the QSP (implemented quality system) and the Food

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

The offeror/contractor agrees to maintain current, and make available, all documents and/or records required by the documented QSP for Government review at any time throughout the life of the contract and for seven 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, and 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.

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 ingredients and products, a separate Food Defense Plan for each facility must be submitted. A completed DLA Troop Support Food Defense Checklist, by itself, is not a Food Defense Plan but may be included as part of the Plan.

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

QUALITY ASSURANCE PROVISION MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS

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

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

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

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

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

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

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

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

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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

verification inspection or to accept products produced under the contract until the Government has received acceptable written procedures and has been afforded the opportunity to evaluate the inspection system. Acceptance of the Contractor's inspection system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the Contractor. Periodic evaluations of the system may be made by the Government throughout the life of the contract.

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

QUALITY ASSURANCE PROVISION**STATISTICAL PROCESS CONTROLS****DLA Troop Support FT-12-001**

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

I. General Requirements:

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

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

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

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.

NOTE: Changes/revisions/updates for review must be in final format, well identified, organized, dated, and as applicable approval signatures of authorization to facilitate posting to the QSP.

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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

other applicable section of the contractor's QSP.

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

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

(f) Manufacturing Controls: (IAW Quality Assurance Provision, Manufacturing Process Controls and 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.

(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.

E-1-D. The contractor's documented QSP and implemented Quality Systems are to be verified by the in-plant Government QAR's/inspectors, when Government source inspection is required, in accordance with the DLA Troop Support Operational Rations Documented QSP Evaluation Guideline- Workbook I, the regulations/and file codes of the respective inspection agency, and the particular requirements detailed in the contract.

E-2. Packaging and Packing Materials.

Packaging components (e.g., fiberboard shipping boxes, cartons, rollstock, preformed pouches, packets, accessory and menu

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

sub-assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape, etc.) are subject to the Certificate of Conformance FAR Clause 52.246-15. Primary packaging/packing materials in contact with the food and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Offeror's may offer Supplier's Certificates of Conformance as documentation. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the 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.

Rigid plastic containers, preformed pouches, FFS rollstock, or any other material that contacts the end-item food product shall not contain per- or polyfluoroalkyl substances. Compliance with the absence of per- or poly fluoroalkyl substances shall be verified by the end-item food packager and by the assembler upon receipt and may be verified by the supplier's Certificate of Conformance.

E-3. 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 *U.S. Army Combat Capabilities Development Command, Soldier Center, Combat Feeding Division* (DEVCOM-SC) 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 personnel work-shift. 1/ (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 DEVCOM-SC, primary components, final assembled lots, and items listed under candies in the attachment), a lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end-item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling for the selection of end-item inspection samples 2/ 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 not more than one production/assembly day.

1/ The Contracting Officer shall notify the Government QAR when to begin inspection of primary components, other than thermally processed (retorted), high-pressure processed, and hot-filled products packaged in flexible pouches, using inspection lots consisting only of product produced in one work-shift. The Contracting Officer shall notify Government QAR when, in the best interest of the Government, it is determined to permit GQAR inspection of primary components using inspection lots consisting of product produced in no more than one production/assembly day. This footnote does not apply to thermally processed (retorted), high-pressure processed, and hot-filled products packaged in flexible pouches; for which, component lot numbers 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 personnel work-shift.

2/ End-item Sample selection and inspection. Only two methods are contractually authorized for operational rations for sample selection and inspection: Samples can be selected using stationary sampling (samples are randomly selected after lot is completed) or stratified sampling (samples are selected throughout the production day using a logical rationale, subcode/time frame/batch, and set aside until the lot is completed). Under both methods samples shall not be inspected until the entire lot is completed. The method selected must be clearly identified in the QSP.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**E-4. 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 (e.g., MIL-PRF-44073, PCR, PKG&QAP MIL-DTL-32541). The rules for initiation of inspection, continuation of inspection, switching procedures, etc., found in the below sub-section, E-5, 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).

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

A. Root cause of the deficiency.

B. Action taken to correct the deficiency.

C. Action taken to correct and prevent recurrence of root cause of deficiency.

D. Corrective action effective date(s).

E. Contractor, subcontractor, or supplier representative responsible for implementing corrective action.

As authorized by the Contracting Officer:

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

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

E-5. 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-5, require a change in the severity of the inspection, from Normal to Tightened or Re-Tightened. The procedures given in this sub-section, E-5, 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-5, 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 (e.g., MIL-PRF-44073 items, MIL-DTL items), 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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

performance history indicates that the contractor's quality system is not effective in preventing the offer of product packaged in packaging determined by government inspection to be critically defective packaging.

NOTE TO DETERMINE SAMPLE SIZE: Normal severity inspection sample size 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 (e.g., a sequence of 315 sample unit inspections) or a specific re-tightened severity inspection (e.g., 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 (e.g., 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.

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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

subsequent re-tightened severity inspection log sample sizes, following the 125, 200, 315, 500, 800, 1250 sequence. Ignore resubmitted lots for this procedure.

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

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

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

E-6. Additional Quality Assurance Provisions for Seal Strength Testing and Internal Pressure Testing of Product Lots Subject to Filled and Sealed Pouch Examinations for Critical Category Defects.

For those items with specification sampling plans that cite an inspection level to determine sample size and cite specific accept and reject numbers rather than assigning an Acceptable Quality Limit (AQL) applicable for use with defects (e.g., MIL-PRF-44073, PKG&QAP MIL-DTL 32541, PCR-C-039, Cheddar Cheese), the following inspection and switching procedures apply: NOTE: In the event of the rejection of a lot due to a Government end-item internal pressure verification inspection, the *Section E-18, Inspection Optimization Allowances, 1. Internal Pressure*, of this solicitation/contract, the allowance is suspended for the effected test characteristic and the contractor shall conduct end-item lot conformance testing for the effected test characteristic. Unless otherwise authorized by the Contracting Officer, the contractor is required to perform end-item internal pressure testing by testing the same number of test samples as required to be tested for Government end-item internal pressure inspection. The contractor may request permission from the contracting officer to reinstate the suspended inspection optimization allowance(s).

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 subsequent to an initial government internal pressure test failure. 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. If a tightened or a re-tightened severity of inspection is in effect, when a lot is determined to be non-acceptable by government verification inspection on original inspection, the next higher re-tightened severity inspection shall be applied to the succeeding inspection lot. 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. For example, for product evaluation, to determine the next higher sample size to be used for tightened or re-tightened severity inspection sampling, in the sequence 5, 8,13,20, 32, 50, 80; locate the inspection sample size of the rejected inspection lot responsible for the elevation in sample size. The next higher sample size is represented by the number to the right of the sample size of the rejected inspection lot.

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 determined acceptable on original

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

government verification inspection. For example, if a re-tightened severity inspection sample of 13 samples is in effect, normal severity inspection shall be instituted when five consecutive lots consisting each of 13 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 reaches 5 (including the rejection initiating tightened inspection), 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.

E-7. Switching Procedures for Tests of Product Lots with Special Inspection Levels:

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

APPLICABLE TO: (1) seal strength, internal pressure, and oxygen content tests for product lots not subject to filled and sealed pouch examinations for critical category defects (e.g., beverage powders, pound cakes, jellies), and to (2) all residual gas and oxygen content tests (e.g., wet pack fruit, pizza slice).

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

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

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

TIGHTENED SEVERITY TO NORMAL SEVERITY. When tightened severity inspection is in effect, normal inspection shall be instituted when 5 consecutive lots or batches have been considered acceptable on original Government inspection.

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

These requirements do apply to tests using Special Inspection Levels where any test failure is classified as a major or a minor defect and shall be cause for rejection of the lot. These switching rules shall be implemented by the on-site GQARs in immediate response to test results.

NOTE: In the event of the rejection of a lot due to a Government end-item internal pressure verification inspection, the *Section E-18, Inspection Optimization Allowances, 1. Internal Pressure*, of this solicitation/contract, the allowance is suspended for the effected test characteristic and the contractor shall conduct end-item lot conformance testing for the effected test characteristic. Unless otherwise authorized by the Contracting Officer, the contractor is required to perform end-item internal pressure testing by testing the same number of test samples as required to be tested for Government end-item internal pressure inspection. The contractor may request permission from the contracting officer to reinstate the suspended inspection optimization allowance(s).

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**E-8. Government Verification Inspection.**

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

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

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

The Government reserves the right to the reinspection of USDA/USDC (U.S. Department of Commerce) inspected supplies, to be performed by a Marketing Specialist, when the Government has reason to believe there are irregularities in product quality due (a) to a decrease in product quality noted during Government product reviews, (b) validated customer complaints determined to have a serious effect on the quality of the product; or (c) when it is determined by the Contracting Officer that the contractor/subcontractor fails to address corrective action requests (CARs) or to take effective corrective and preventive action (CPA) to correct deficiencies noted by the inspection agencies (after GQAR's CAR has been validated by DLA Troop Support-FTSB). As an alternative to reinspection, the Contracting Officer may require that a Marketing Specialist perform that part of origin inspection measuring product quality conformance affected by the preceding reasons to request reinspection related to irregularities in product quality.

E-9. 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, except where otherwise modified by this solicitation/contract.. 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-10. 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. 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 Government End-Item Verification Inspections for Operational Rations*.

The Contracting Officer shall authorize the GQAR to initiate skip-lot inspection based upon the qualifications criteria cited in *Procedures for Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations*. The Government verification inspection may be further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip-lot is not in the best Interest of

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 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 contractors who are using stratified sampling (drawing subsamples from each subplot during production of the lot), the subsamples must be drawn at random from the subplot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end-item verification inspection in accordance with paragraph *Operational Ration Component Lot Numbers and Lot Inspection*). NOTE: Contractor inspection of end-item subsamples, State 1 or 3, 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 must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

E-11. 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) 720-4392.

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

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

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

E-12. 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:

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

1. Produce and inspect a new lot.

2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g. time, temperature, etc.) See *Rework of Nonconforming Product Pre or Post Acceptance* for applicable situations.

3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph *Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits*.

4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph *Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits*. Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units. Examples of valid technical reasons are:

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

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

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

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

E-13. 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.

E-13-A. Corrective Action (Rework/Screen Inspections) Taken Prior to Government End-item Inspection (i.e., Contractor's Receipt Inspections (of both food and non-food supplies), In- Process Inspections, and End-Item Inspections):

Unless otherwise specified in Part B, below, all corrective actions, reworks and screening inspections conducted prior to the initial Government end-item inspection of the lot do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. Government End-item Inspection, as used here, includes Government End-item Inspection at CFM and RNC component origin.

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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

reduced inspection do not apply in this case). The Contracting Officer, may request that the GQAR inspect for the specific nonconforming requirement to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection.

E-13-B. The Following Reworks Must Be Coordinated with the Supervisory GQAR and, As Required, Approved by the Applicable DLA Troop Support-FTR Office.

E-13-B-1. Insect or Rodent Infestation/Contamination: Reworks must be approved by the Contracting Officer (FTRC).

E-13-B-2. Food Safety and Foreign Material:

E-13-B-2-A. All corrective actions performed on product due to foreign material and/or processed/ unprocessed container mix-ups must be approved by FTRC. FTRC approval may be accomplished by means of one of the two following methods, the methods being subject to change as determined by the contracting officer to be necessary for determining FTRC approval:

METHOD 1:

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

If the GQAR determines that the corrective action plan is acceptable, the contractor shall submit a "foreign material notification" or "unprocessed container notification" to FTRC, prior to offering the lot for Government inspection. The notification shall include the corrective action plan, the GQAR's recommendation pertaining to the plan, and supporting documentation. FTRC shall issue written authorization for offer of the lot for Government inspection. Submit notifications using the *Rework, Waiver, Deviation, Reinspection, Foreign Material, Extension Template* along with any additional supporting documentation. A duplicate copy of all material submitted to FTRC as a part of the contractor's notification shall be provided to the cognizant GQAR at the time of the submission of the notification to FTRC. FTRC shall issue written authorization for offer of the lot for Government inspection.

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

Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP, Section: Corrective and Preventive Action Program. (see E-13-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 occurs.

METHOD 2:

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP, Section XII - Corrective and Preventive Action Program. (see E-13-B-6). SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

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

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

E-13-B-2-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. Submit notifications using the *Rework, Waiver, Deviation, Reinspection, Foreign Material, Extension Template* along with any additional supporting documentation. A duplicate copy of all material submitted to FTRC as a part of the contractor's notification shall be provided to the cognizant GQAR at time of the materials submission to FTRC.

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 E-13-B-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.

E-13-B-2-C. Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

subcode(s), the deviation, and the disposition of the product shall be clearly identified, including if the deviant product being offered received an adequate thermal process, when the complete lot is presented for Government end-item verification inspection.

E-13-B-2-D. Rework/Post-rework Testing of product that, at any time, tested positive or exceeded limits for food borne pathogens, aflatoxin, histamine, methylmercury, is not authorized.

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

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

.....(iii) Upon the issuance of either a microbiological presumptive positive or test failure, the Government reserves the right to suspend Government inspection for sufficient time to allow the DLA Food Safety Officer to determine that the offeror has adequately demonstrated that the food safety risk of products being offered have been satisfactorily remediated.

E-13-B-2-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 (DEVCOM-SC).

E-13-B-3. Critical 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.

Rework of product due to the exceeding of action number/levels will be inspected in accordance with the conditions designated by the Contracting Officer's letter of approval. Rework results must be included with other paperwork when the lot is presented for Government end-item verification inspection.

Reworked lots intended for acceptance by the Government will be inspected by the Contractor using, minimally, the next larger sample size as based upon the sample size of the original pre-reworked lot, as applicable, for effected tests and exams (e. g., from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end-item verification inspection.

Reworked lots offered for Government acceptance will be inspected by the Government. In the case of lots reworked by SRP, and unless otherwise directed by the Contracting Officer, the reworked lot shall be inspected using the next larger sample size as based upon the size of the original lot in the case of tests and exams. In the case of lots reworked in accordance with the contracting officer's determination in response to a contractor's request for rework, the sampling and inspection procedures for use by both Contractor and Government shall be as prescribed in the Contracting Officers letter of rework approval.

Rework locations must be approved by the Contracting Officer. Government end-item verification inspection results shall serve as the basis for increasing the severity of inspections of reworked lots.

NOTE: A contractor may submit a Standard Rework Procedure for Container Integrity Defects to FTRC for approval and

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

incorporation in the contractor's QSP. The SRPs must be specific and these **must be evaluated by DLA Troop Support-FTSB, FTSC, and approved by the applicable contracting officer**. See "*E-13-B-6. Standard Rework Procedure (SRP)*" regarding further requirements applicable to use the of SRPs.

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

E-13-B-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 FTRC for approval of "second rework". When an inspection examines or tests for the presence of a critical defect, refer to preceding sub-part *E-13-B-3. Container Integrity Defects*.

NOTE: The Contracting Officer does not authorize the use of a Standard Rework Procedure in the case of a second time rework.

E-13-B-5. Nonconformances Noted During Government Inspection for End-item Compliance:

All rework requests submitted for defects noted during Government inspection for end-item compliance, including defects noted during Government receipt inspection at assembly, must be approved by the applicable contracting officer.

Reworked lots will be inspected or re-inspected, as applicable, by the GQAR at the location of the rework using, minimally, 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. Initial Government end-item verification inspection results and product quality history shall serve as a basis for increasing the severity of inspections of reworked lots. Contractor 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. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTSB, FTSC, and approved by the applicable contracting officer. See *E-13-B-6. Standard Rework Procedure (SRP)* regarding further requirements applicable to use the of SRPs.

E-13-B-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.

Applicable to reworks performed in accordance with a contractor's SRP:

(1) The contractor shall submit a corrective action plan to the GQAR and to the Contracting Officer. 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 the deficiency.

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

D. Corrective action effective date(s).

E. Contractor, subcontractor, or supplier representative responsible for implementing corrective action.

Unless otherwise directed by the Contracting Officer, rework, contractor inspection, and Government inspection, and certification of conforming reworked lots may proceed prior to any Contracting Officer approval.

(2) The contractor shall submit to the GQAR, and to the Contracting Officer, an index locating in the QSP the parts of the SRP applicable to the contractor's rework involving use of the contractor's SRP.

(3) Standard Rework Procedures are not authorized for second time rework.

E-13-B-7. If the contractor elects to rework nonconforming product, it must be reworked and reoffered within 30 days from date of initial rejection.

E-13-B-8. All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. See *Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits*.

Reinspection criteria to be used in cases of *E-13-B-1. Insect or Rodent Infestation/Contamination* or *E-13-B-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 *Rework of Nonconforming Product Pre or Post Acceptance*, item *E-13-B-4., Second Time Reworks*. After any lot's rejection, whether a contractor rejection or a Government rejection, or rework/ screening/ corrective action, which occur after the contractor's initial offer of the lot to the Government, if a lot is reinspected for contract quality assurance provisions compliance, it will be both Contractor and Government inspected using, minimally, 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 corrected lot is reinspected for required end-item compliance tests and exams, it will be both Contractor and Government inspected using, minimally, 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 *Rework of Nonconforming Product Pre or Post Acceptance*, item *E-13-B-5, Nonconformances Noted During Government Inspection for End-item Compliance*. After any lot's failure, or rework/ screening/ corrective action, or similar exercise, if a lot is reinspected for required end-item compliance tests or exams, it will be both Contractor and Government inspected using, minimally, 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, minimally, 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.

When the Contracting Officer determines that product quality history indicates the need for a more focused evaluation of reworked product, (e.g., indication of elevated rates of defects, of ineffective corrective/preventive actions, of specific equipment correlations), Contracting Officer approval of rework requests may require more focused inspection of reworked product, including adjustments to inspection lot sizes and the targeting of specific equipment.

E-13-C. Contractor's Quality History:

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

E-14. Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components Assemble-by Time Limits.

E-14-A. When the requirements cited in the part of this solicitation entitled *Rework Of Nonconforming Product Pre or Post Acceptance* require that a written request for deviation, waiver, rework, or reinspection must be furnished, as appropriate, to the Contracting Officer and cognizant Government QAR, that request shall at a minimum address the topics enumerated in the Section E attachment titled *Attachment 1 - REWORK, WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL, EXTENSION TEMPLATE*. **NOTE:** All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot.

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-part.

E-14-B. Substitutions: For the purpose of providing a substitute finished product, other than the required finished product, for incorporation into an Operational Ration final assembly, the contractor must submit a request for approval to the Contracting Officer. The request shall, at a minimum, address the topics enumerated in the Section E attachment titled *Attachment 2 - Substitution Request Template*.

E-15. 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 (e.g., 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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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.

E-16. 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 periodic review schedule of production, or as otherwise directed by DLA Troop Support, the USDA-AMS inspector will randomly select ten sample units from a conforming lot of each distinct product (i.e., each NSN) produced by the contractor during the review schedule period and inspected for product examination by USDA-AMS. As instructed by DLA Troop Support, the USDA-AMS inspector shall ship seven of the samples, at the contractor's expense, to the addresses below. In addition, the USDA-AMS inspector shall include, as a part of each shipment to a USDA-AMS destination, at least one sample primary container representing the current production standard for each distinct product comprising each shipment. Periodic Review samples shall be shipped to the following addresses at the contractor's expense once per month.

Each set of ten sample units selected by USDA-AMS shall be distributed as follows:

Four sample units shall be sent to:

Operational Rations Marketing Specialist, Anthony Foresi (one sample)

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Operational Rations Marketing Specialist, David Gonzalez (one sample)

Operational Rations Marketing Specialist, Louis Obot (one sample)

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

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

DEPARTMENT OF THE ARMY

FCDD-SCC-EMR

Attn: Jill Bates (Bldg 36 Rm E107)

COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER

10 GENERAL GREENE AVENUE

NATICK, MA 01760-5056

POC: (508) 233-5037

Three sample units shall be retained by the USDA-AMS inspector for standby use and shall be returned to the contractor in not needed.

E-17. FAR Clauses.**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

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

.....Title Number Date Tailoring

.....Quality Management Requirements Standard ANSI/ISO/ASQ Q9001 2015 Note 1

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

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require -

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

NOTE 1: At the election of the contractor, the 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.

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

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

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E-18. DLA Contract 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)

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 (JUN 2025)**(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 and 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 ensure that the Contractor has had such gauges, instruments, scales, tools, or other material required to complete inspection properly calibrated and, if necessary, certified. When required by the contract/solicitation the Government inspector will collect insect specimens from plant production and storage areas and submit the specimens to the nearest military entomological laboratory for identification. When the collection of insects is required, the Contractor shall be responsible for supplying and installing specified insect monitoring devices required to accomplish this task.

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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

purposes. Samples not used will be returned to the Contractor.

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

9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS (FEB 2024)

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

(a) Optional Contractor Testing.

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

(b) End-item and Component Material Inspection Requirement.^{A/}

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

^{A/} As used in the remainder of this provision, the term "end-item" is used as an abbreviation for "end-item and/or component material", and incorporates those requirements, procedures, and tests applicable to both the end-item requirements and component material requirements of the product's to be offered for Government verification inspection.

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

Government skip-lot verification testing shall be applied on a product-by-product and a test-by-test (product-test) combined basis. Each product eligible for government skip-lot verification testing is identifiable by its unique NSN. The specific product characteristics and packaging characteristics to be tested for each product eligible for the Government skip-lot verification testing program are defined by contract's technical data requirements for each individual product required to be tested. For each specific product, all product characteristic tests and packaging characteristics tests required to be performed on a product as a part of this Government skip-lot end-item verification test program shall be performed in accordance with the requirements, procedures and tests required for the subject product undergoing testing, unless otherwise authorized by the Contracting Officer (see 9024,(b)).

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

NOTE: The contracting officer may interrupt, discontinue, or disqualify a contractor/subcontractor from Government skip-lot

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

verification testing, in part or in its entirety, if she/he determines that skip-lot testing is not in the best interest of the Government.

NOTE: The submission of Early Government Inspection test samples shall be suspended upon receipt of Government laboratory notification or DLA notification of a Government laboratory failure. At the discretion of Contracting Officer, DLA may request the testing of inspection lots previously accepted without Government sample testing.

(d) Compliance of Product.

Acceptance of material as complying with required product and packaging characteristics shall be based on the Contractor's test results, provided that Government verification indicates that the Contractor's testing system results are free of irregularities and are determined, in accordance with paragraph (e) of this clause, to be reliable as to each of the required characteristics. If a Contractor 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 (requirements, procedures, and tests), the designated Government inspector may withhold approval of affected products until Government test results indicate products conform to contract requirements. For Operational Rations component items (e.g., CCAR, MCW, MORE, MRE component items), if Government laboratory test results show that product is nonconforming, the product shall be withheld from final assembly and subject to return and replacement by the component Contractor, even if previously approved by the Government inspector.

(e) Reliability and Conditions for Qualification for Government End-Item Skip-Lot Verification

The reliability of a contractor testing system will be determined on a product-by-product, test-by-test (product-test) basis. Once determined to be reliable, as long as the Contractor's test results are determined to be conforming and Government end-item verification test results are determined to be conforming, the Contractor test system measuring the conformance to a specific product/packaging characteristic shall be considered to be reliable and the Government Quality Assurance Representative shall invoke Government end-item skip -lot verification testing until noncompliance with the Contractor Quality Systems or Government test results determine a Contractor testing system to be unreliable (see NOTE 3).

(1) 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^{B/}, and unless otherwise specified in this contract, for each different type of end-item presented for inspection, in order to initially qualify a product-test combination for Government skip-lot verification testing, the inspector will select, for verification testing, random samples of the first **five** end-item lots offered. If the results of the **five** verification tests indicate conformance for that specific product and that specific test, the Government Quality Assurance Representative may initiate skip-lot end-item verification testing for that specific product and that specific test. (As long as a specific Contractor testing system is considered to be reliable, Contractor testing for that specific product and that specific test is considered reliable, and 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.)

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

(2) A Contractor's testing system by specific product and by specific test, shall be considered unreliable when a Government verification test result indicates product nonconformance to contract requirements. When a Contractor's testing system for a

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

specific product is determined to be unreliable, compliance testing will revert to the Government, and all items shall be inspected by the Government prior to shipment.

(3) Once a Contractor's testing system for measuring a specific product characteristic has been determined to be unreliable and Government skip-lot verification testing is interrupted for a specific product and a specific test, compliance testing will revert to the Government for that specific product and that specific test until such time as the affected product and test requalify for Government skip-lot verification testing.

(4) Requalification. For each different type of affected end-item presented for inspection, to re-qualify for a specific Contractor test system (product-test combination) for Government skip-lot verification testing, the inspector will select, for verification testing, random samples of the first five consecutive end-item lots offered subsequent to Government skip-lot interruption. If the results of the five tests indicate conformance for that specific product and that specific test, the Government GQAR may initiate Government skip-lot verification testing for that specific product and that specific test. Provided that the Contractor's test results for that specific product-test combination is determined to be reliable, the Government inspector will sample product for verification testing on a skip-lot basis. Skip-lot verification is done by random selection of samples from not less than one lot in six consecutive lots presented for inspection. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent inspection. (For instance, starting with a group of six lots (i.e., 1-6), one lot is randomly selected for inspection. If lot 4 is selected, the next samples will be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 is selected, the next samples will be selected from lots 9, 10, 11, 12, 13, or 14; and so on.)

NOTE 1: If, during the requalification process, the Government verification result for a specific product-test combination indicates nonconformance to contract requirements, the requalification process shall be initiated again.

NOTE 2: For any Contractor test system (product-test combination) subject to requalification, only the five-consecutive tests requalification process (see paragraph (e)(4) above) is permitted as a method to requalify a specific product-test combination regardless of the any changes to contractor's procedures or test methods.

NOTE 3: Under all circumstances when determining a Contractor test system reliability status, in addition to a test system being determined to be unreliable when a Government verification test result indicates product nonconformance to contract requirements, the Contractor's use of methods of inspection not approved by the Contracting Officer and deviations from the Contractor's testing system as documented in the Contractor's Quality Systems Plan and approved by the Contracting Officer shall also be reason to determine a testing system for a specific product to be unreliable.

(f) Remediated Lots.

In the event of a contractor test failure, the methods of remediation available per the "*General Inspection Requirements, Methods of Remediation, and Prohibitions*" are available for use by the Contractor. Except in the case of a request for a waiver, the Contractor is not required to request permission to exercise remediation. However, should the lot be subsequently offered to the Government, a record of the test history of the lot shall be included in the Contractor's submittal package^{5/} and the lot, in addition to any other tests scheduled for Government verification testing, shall be tested for the product/packaging characteristic having previously caused the Contractor test failure(s). Except in the case of a lot waived for a test(s) failure or in the case of a Government verification test failure, the fact that a remediated lot previously failed for a test(s) shall not be cause for the GQAR to record such a lot as a failed lot and shall not serve as cause to interrupt Government skip-lot verification testing. Remediated lots failing Government verification inspection, however, shall interrupt skip-lot inspection for any test failure. Lots initially failing contractor testing, remediated, and subsequently offered for Government verification inspection shall not be included towards accumulating the number of consecutively tested and accepted lots necessary to qualify or re-qualify for Government skip-lot testing^{5/}.

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

(g) Procedures. When the Contractor elects to perform testing, the following shall apply:**CONTINUED ON NEXT PAGE**

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(1) Waiver of contractor test results: When a contractor determines as a result of his own end-item test(s) or QSP that supplies do not conform to contractual requirements and the supplies are determined by the contractor to be, in some instances, not capable of being reworked (such as drained weight, viscosity, piece size, residual air, etc.), the contractor 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 both DLA and 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, and serve as cause to interrupt government skip-lot testing for the cause's specific test requirement. If the Contracting Officer authorizes the offer of a nonconforming lot for Government end-item verification, the written approval shall be provided to the GQAR when the supplies are presented for Government verification inspection as previously stated. The GQAR shall inspect the supplies for compliance with all requirements of the contract, except the specific nonconforming requirement (suspend all skip-lot inspections and reduced inspections for the subject lot(s) 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.

(2) 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.

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

(4) 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.

NOTE: In the event the Contractor elects to use a Government laboratory as a third-party laboratory for the purpose of performing Contractor end-item testing, subsequent test results shall not be proffered as Government end-item verification test results or the equivalent thereof. Official Government test results require that test samples be selected by the applicable Government Quality Assurance Representative(s) or certified Government sampler.

(h) Format for Contractor/subcontractor test report.

Name and Address of Contractor:

Name and Address of Subcontractor: (if applicable)

Received for Testing: (date)

Contract Number:

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

Quantity Tested:

Applicable Specification:

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

Quantity in Lot: (units)

Testing Completed: (date)

Test Report

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

(Typed name and title of laboratory official and signature)

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

Certification

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

Signature: _____

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

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

Certification

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

Signature: _____

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

Distribution:

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

Signature: _____

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

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

Certification

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

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

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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

reinspection.

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

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

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

9044 SANITARY CONDITIONS (FEB 2024)

As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAI 3221, Veterinary Affairs, 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 Medical Command Veterinary Services, 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 Medical Command Veterinary Services (MEDCOM Vet Svcs) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://sph.health.mil/>). 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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Safety and Inspection Service (USDA, FSIS), at <https://www.fsis.usda.gov/inspection/fsis-inspected-establishments>. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

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

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

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published by the USDA FSIS at <https://www.fsis.usda.gov/inspection/fsis-inspected-establishments?f%5B0%5D=activities%3AEgg%20Product>. 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 <https://www.fda.gov/food/federal-state-local-tribal-and-territorial-cooperative-human-food-programs/interstate-milk-shippers-list>.

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 <https://www.fda.gov/food/milk-guidance-documents-regulatory-information/pasteurized-milk-ordinance-centennial>.

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

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published by the 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: https://armypubs.army.mil/epubs/DR_pubs/DR_a/pdf/web/r40_657.pdf) For the most current listing of exempt plants/products, see the Worldwide Directory

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(available at: <https://sph.health.mil/>).

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

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

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

9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-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,

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

whether simultaneously or at different times, constitute an election of remedies.

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

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

9049 STORAGE OF SEMIPERISHABLE COMPONENTS FOR OPERATIONAL RATIONS (E.G., CCAR, MCW, MORE, AND MRE) (FEB 2024)

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

(1) If held in storage more than one but less than four months prior to assembly, they shall not be stored at a temperature higher than 60 degrees F.

(2) If held in storage five to six months prior to assembly, they shall not be stored at a temperature higher than 55 degrees F.

(3) If held in storage greater than six months prior to assembly, special temperature requirements will be established on a case-by-case basis; contractor will contact the contracting officer 60 days in advance to establish these requirements.

(4) If removed from storage in a frozen condition, they shall not be exposed to high temperatures and/or humidity without first being held for approximately 24 hours at approximately 70 degrees F. and 55% humidity.

(5) Contractor shall comply with provisions of the integrated pest management (IPM) programs requirements for operation rations. Contractor shall be solely responsible for the proper care and storage of RNC. DLA Troop Support may be contacted for assistance concerning individual components storage problems or concerns regarding proper method.

E-18. Inspection Optimization Allowances.

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

1. Internal Pressure Test:

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

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

ATTACHMENTS:

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

ATTACHMENT 2 SUBSTITUTION REQUEST TEMPLATE

ATTACHMENT 3 MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE

ATTACHMENT 4 PRIMARY, SECONDARY, ANCILLARY COMPONENT CLASSIFICATION

ATTACHMENT 6 REQUEST FOR EARLY GOVERNMENT INSPECTION

Attachments 1, 2, 3, and 6 are posted at: <https://www.dla.mil/TroopSupport/Subsistence/Operationalrations/mre/mreci.aspx>

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

USE COMPANY LETTERHEAD FOR REQUEST DATE: _____

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

01 Type of Request: Waiver Notification Re-inspection Rework

02 Nature of Request: _____

03 Approval Required from DLA: Yes No

04 Contractor Name/Address: _____

05 Contract Number: _____

06 Product Name: _____

07 National Stock Number: _____

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

09 Lot Number (s): _____

10 Sublot (s) (If Applicable): _____

11 Process Category (e.g., Work-in-progress/End-Item): _____

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

12.b Container integrity waivers/reworks: Manufacturing lines & equipment: Fill & seal machine(s) _____ Fill & seal line(s) _____; Filler head(s) _____; Shift(s) _____; Case number and container code of defective unit(s) _____; Fill & seal start and end time _____;

12.c Other waivers/reworks: (Provide specific details regarding the manufacturing lines when the issue is being attributed to a

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

particular line, batch, time, etc.) _____

12.d. Explain how to trace defect container(s) to fill and seal equipment _____

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

14 Sample Size; Defect; Accept/Reject: _____

15 Defect Classification: Critical Major Minor NA

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

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

19 Date of Incident: _____ Fill & seal start time: _____ Fill & Seal end time: _____

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

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

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

22 **Corrective Action** (Describe using a short detailed paragraph or expand as necessary): _____

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

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

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

26 Estimated Cost: _____

27 Effect on Delivery: _____

28 Justification for request: _____

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

ATTACHMENT 2**SUBSTITUTION REQUEST TEMPLATE**

SUBSTITUTION REQUEST TEMPLATE

USE COMPANY LETTERHEAD FOR REQUEST DATE: _____

Subject: Substitution request for [COMPONENT NAME]

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)01 New Substitution Request: Extension of Previous Request: (Provide a copy of original approval letter)

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

03 Component for Which Substitution Is Required: _____

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

05 Substitution Quantity Required: _____

06 Time Period for Substitution: _____

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

08 Number of Affected Menus: _____

09 Number of Affected Cases: _____

10 Proposed Substitution(s): _____

Note 1: Provide nutritional information (preferably a copy of the Nutrition Facts label from the package) for the component that the substitution is required for as well as any proposed substitution. At a minimum, calories, fat, protein, carbohydrates, and sodium information is required)

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

ATTACHMENT 3**MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE****PART A - These are RECOMMENDED actions following notification of any laboratory microbiological test result other than a fully conforming microbiological test result.**

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

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

7. Identify all lots produced after the suspect lot for which the same equipment was used in blending, processing, and/or

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

packaging.

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

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

13. Consider conducting a full sanitation cycle (for example, wet wash and sanitize equipment/line) on the line the suspect lot was produced on. Also consider a full sanitation cycle on any other line that common ingredients (manufacturer and lot number) to the suspect lot were used in.
14. Determine relationships between the suspect lot all other products with respect to: a) equipment/ environment; b) personnel; and c) ingredients.
15. Review collected data for completeness and await results of confirmation testing; you are now prepared should the presumptive be confirmed as an actual positive. In your review if you identify a probable/possible source of contamination you should take immediate corrective action and notify the government.
16. The government may require additional inspection/review prior to certification of products offered during the interim period between notification of presumptive positive and the results of the confirmation test. To include, but not limited, to certification/verification that the offered lot has no relationship (equipment/environment; personnel; ingredients) to the presumptive lot.
17. Review the collected data from recent environmental sampling to help identify a probable/possible source of contamination.

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

18. Ensure you have performed steps 1 through 17 above.
19. Develop a detailed report with the above gathered information. It is the responsibility of the contractor to provide the government a detailed report indicating the probable/possible source of contamination, relationships between the suspect lot and all other government products, and a corrective action plan to prevent recurrence.
20. Once the government has a full detailed report from the contractor the government will determine what further action(s) is/ are required to ensure offered products meet government requirements.
21. Further actions may include, but are not limited to, increased auditing by the U.S. Army Public Health Center, additional product testing, tightened inspection requirements that could include increased sample sizes and modified testing procedures, additional testing of other lots/products, testing of raw ingredients, performing additional environmental sampling in production areas associated with the microbiological failure, submission of manufacturers certificates, or condemnation.
22. Any product lot found nonconforming due to microbiological testing will NOT be accepted by the government under any condition. Retesting or reworking confirmed positive lots is not authorized.

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**ATTACHMENT 4****PRIMARY, SECONDARY, ANCILLARY RNC SPREAD COMPONENT CLASSIFICATION****PRIMARY COMPONENTS**

8940-00-149-1059	Cheese Spread, Plain
8940-01-414-6122	Cheese Spread, Jalapeno
8930-01-555-4596	Peanut Butter, Smooth
8930-01-527-8226	Peanut Butter, Chocolate
8930-01-555-4604	Peanut Butter, Chunky

SECONDARY COMPONENTS

8940-01-713-8140	Dessert Spread, Apple Pie
------------------	---------------------------

ANCILLARY COMPONENTS

8930-00-149-1056	Jelly, Fruit, Apple
8930-00-149-1058	Jelly, Fruit, Grape
8930-01-426-4749	Preserves, Fruit, Blackberry
8930-01-426-4752	Preserves, Fruit, Strawberry
8950-01-487-1628	Barbecue Sauce
8950-01-527-8387	Mayonnaise, Fat Free

ATTACHMENT 6**REQUEST FOR EARLY GOVERNMENT INSPECTION**

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

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

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

B. Conditions of early Government inspection requiring contractor concurrence:

- (1) All lots for which the Contracting Officer authorizes early Government inspection shall be sampled by the GQAR. The contractor shall be responsible for communicating to the GQAR when each early Government inspection lot is available to the GQAR for sampling, using a system comprehended by all involved parties.
- (2) For each lot that the contractor wants forwarded by the GQAR to be early Government inspected, the contractor shall submit to the GQAR, in writing, a signed and dated document, requesting that the GQAR commence shipment of each lot's test samples to the contractually designated laboratory. The request must identify by lot number(s) the specific lot(s) to be shipped by the

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

GQAR.

(3) The contractor concurs that once laboratory samples are shipped to the USDA National Science Laboratory (NSL), or other contractually designated laboratory, the lot shall be considered as having been offered to the Government, the performance of all applicable tests shall not be interrupted, and the lot inspection results cannot be expunged from the inspection record of lots offered for government inspection.

(4) The contractor concurs that once requested of the Contracting Officer and sanctioned by the Contracting Officer, the inspection results are final and conclusive.

(5) The contractor concurs that GQAR/Lab inspection results are not to be shared with the contractor until such time as the contractor presents, to the GQAR, documentation of conforming product. However, DLA does require that the GQAR, upon the GQAR's receipt of any positive food-borne pathogen test result, as soon as possible, and regardless of the presentation status of the contractor's lot submittal package, notify the contractor of said results. Food-borne pathogen results include but not limited to test results for *Listeria Monocytogenes*, *Salmonella*, and *E. coli*.

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

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

NOTE: The submission of Early Government Inspection test samples shall be suspended by the GQAR upon receipt of Government laboratory notification or DLA notification of a Government laboratory failure.

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

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

SECTION F - DELIVERIES OR PERFORMANCE

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

52.247-34 F.O.B. DESTINATION (JAN 1991) FAR

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

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

G-2 Correspondence

CONTINUED ON NEXT PAGE

SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

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

G-3 Invoices

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (PRE-FILLED) (JAN 2023) DFARS

As prescribed in [232.7004](#) (b), use the following clause:

(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.

Payment request and receiving report are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items -

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

Invoice (stand-alone) and Receiving Report (stand-alone) or Invoice and Receiving Report (combination)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(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	Guidance
Pay Official DoDAAC	See Block 12 (SF26), 15 (DD 1155), or 18a (SF1449)	(If blank, see resulting award)
Issue By DoDAAC	See Block 5 (SF26), 6 (DD 1155), or 9 (SF1449)	(If blank, see resulting award)

CONTINUED ON NEXT PAGE

SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
Admin DoDAAC	See Block 6 (SF26), 7 (DD 1155), or 16 (SF1449)	(If blank, see resulting award)
Inspect By DoDAAC	SEE SECTION B	(If blank, see resulting award)
Ship To Code	SEE SECTION B	(If blank, see resulting award)
Ship From Code	SEE SECTION B	(If blank, see resulting award)
Mark For Code	SEE SECTION B	(If blank, see resulting award)
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

See administer listed on page 1

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Clause)

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. Purchases made by the Assemblers will go toward satisfying the minimum ordering obligations under the subsequent RNC contract(s).

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

CONTINUED ON NEXT PAGE

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

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. Failure to deliver the required quantities by the date set forth by the assembler may result in termination of the contract by default.

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 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-3 Storage of Component Items

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

H-4 FIFO Requirements

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

H-5 Bulk Component Packaging

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

- A. Strict adherence to Good Manufacturing Practices is required.
- B. An appropriate level of sanitation will be maintained in the bulk product packaging area in accordance with the facility sanitation program.
- C. Personnel involved in packaging operations will be provided with clean white frocks as needed.

CONTINUED ON NEXT PAGE

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

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-6 Subassemblies

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

H18 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS (FEB 2025)**SECTION I - CONTRACT CLAUSES****I-1 CLAUSES AND PROVISIONS****52.202-1 DEFINITIONS (JUN 2020) FAR****52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) FAR**

As prescribed in [3.103-1](#), insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

(a) The offeror certifies that.

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to.

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory.

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-3 GRATUITIES (APR 1984) FAR**52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR****52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) FAR****52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020) FAR****52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR**

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

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

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) FAR

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

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

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

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

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS

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

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2023) DFARS

52.204 -5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (DEVIATION 2026-O0038) (FEB 2026)

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

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

52.204-90 OFFEROR IDENTIFICATION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-91 CONTRACTOR IDENTIFICATION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION 2026-O0038) (FEB 2026) FAR

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

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)**252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS****252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS****252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-O0013) (MAY 2024) 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.

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 --Other Than Commercial Products and Commercial Services, 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

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

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", Revision 2 (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>).

(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 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.

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

(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 equipment that is necessary to conduct a forensic analysis.

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

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

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

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

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

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

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

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

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph

(i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

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

(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 products or commercial services, 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)

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) DFARS

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023) DFARS

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (DEVIATION 2026-00038) (FEB 2026)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-00038) (FEB 2026)

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, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025) FAR

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

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2026-00038) (FEB 2026)

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

52.210-1 MARKET RESEARCH (DEVIATION 2026-00038) (FEB 2026) FAR

52.211-5 MATERIAL REQUIREMENTS (DEVIATION 2026-00038) (FEB 2026) FAR

52.215-2 AUDIT AND RECORDS—NEGOTIATION (DEVIATION 2026-00038) (FEB 2026) FAR

52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (DEVIATION 2026-00038) (FEB 2026) FAR

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

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (DEVIATION 2026-00038) (FEB 2026) FAR

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

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

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

(2) Any order for a combination of items in excess of **IQC Maximum(s) 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),

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

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 (DEVIATION 2026-O0038) (FEB 2026) FAR**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR**

As prescribed in 19.101(a)(2)(ii)(A), insert the following provision:

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in [13 CFR 126.200](#), is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) ([13 CFR 126.103](#)).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern --

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

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

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that --

(i) **it** is, is not a small business concern; or

(ii) **It** is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]*

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is, is not a women-owned small disadvantage business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]*

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that **it** is, **is** not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]*

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror is certified as a SDVOSB concern.*] The offeror represents as part of its offer that it is, is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]*

(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

represents, as part of its offer, that it is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: .*] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

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

- (1) Punished by imposition of fine, imprisonment, or both;
 - (2) Subject to administrative remedies, including suspension and debarment; and
 - (3) Ineligible for participation in programs conducted under the authority of the Act.
- (End of provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023) FAR

215.219-7996 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DEVIATION 2026-O0037 (FEB 2026) DFARS

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) FAR

52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

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

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) FAR

52.223-23 SUSTAINABLE PRODUCTS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (FEB 2024) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS

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

“Component” means any item supplied to the Government as part of an end product or of another component.

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

"End product" means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Lithuania
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

"Structural component of a tent" --

- (1) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs); and
- (2) Does not include equipment such as heating, cooling, or lighting.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

- (1) Food.
- (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.
- (3)(i) Tents and structural components of tents;
 - (ii) Tarpaulins; or
 - (iii) Covers.

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply --

- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
 - (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool --
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the threshold at Defense Federal Acquisition Regulation Supplement [225.7002-2\(a\)](#);
 - (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
 - (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
 - (5) To chemical warfare protective clothing produced in a qualifying country; or
 - (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if --
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include ¾
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
 - (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract --
 - (i) Shall be taken from the sea by U.S.-flag vessels; or
 - (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
 - (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.
- (End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024) DFARS

252.225-7054 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (JAN 2023) FAR

252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022) DFARS

252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023) DFARS

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)**52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR****52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR****52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR****52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS —NOTICE AND REPRESENTATION (JUN 2020) FAR**(a) *Definitions.* As used in this provision --*Foreign person* means any person other than a United States person.*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.*United States person* as defined in 26 U.S.C. 7701(a)(30) means --

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if --
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that --

- (1) It is is not a foreign person; and
- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that --I am claiming on the IRS Form W-14 a full exemption, or partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then --

- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENT (FEB 2021) FAR**252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS****52.232-1 PAYMENTS (APR 1984) FAR****52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR****CONTINUED ON NEXT PAGE**

SECTION I - CONTRACT CLAUSES (CONTINUED)**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 (MAR 2023) FAR****252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS****252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) DFARS**As prescribed in [232.7004](#) (b), use the following clause:(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.*Payment request* and *receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (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.sam.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 Sitebefore 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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items -

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(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	Guidance
Pay Official DoDAAC		(If blank, see resulting award)
Issue By DoDAAC		(If blank, see resulting award)
Admin DoDAAC		(If blank, see resulting award)

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
Inspect By DoDAAC		(If blank, see resulting award)
Ship To Code		(If blank, see resulting award)
Ship From Code		(If blank, see resulting award)
Mark For Code		(If blank, see resulting award)
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")
(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-1 DISPUTES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.233-3 PROTEST AFTER AWARD (DEVIATION 2026-O0038) (FEB 2026) FAR

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION 2026-O0038) (FEB 2026) FAR

5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

Alternate wording may be negotiated with the contracting officer.

SECTION I - CONTRACT CLAUSES (CONTINUED)**52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 2026-O0038) (FEB 2026) FAR****252.240-7997 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS DEVIATION 2026-O0025 (FEB 2026) DFARS****52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) FAR****52.243-1 CHANGES—FIXED-PRICE (DEVIATION 2026-O0038) (FEB 2026) FAR****252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS****252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2022) DFARS**

As prescribed in [243.205-71](#), use the following clause:

(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. 3862\(a\)](#), 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 adjustment under an incentive provision of the contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003) FAR

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

Commercial product, commercial service and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) [2.101](#).

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR [3.1004\(a\)](#) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR [3.900\(a\)](#).

(iv) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).

(v) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (Nov 2021), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause [52.204-21](#).

(vi) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(vii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1) (A) of Pub. L. 115-232).

(viii) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix)(A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) ([Pub. L. 115 -390](#), title II).

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

(B)Alternate I (Dec 2023) of [52.204-30](#).

(x)[52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ([15 U.S.C.637](#)(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(xi) [Reserved]

(xii) [Reserved]

(xiii)[52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));

(xiv)[52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).

(xv)[52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).

(xvi)[52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xvii)(A)[52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B)Alternate I (Mar 2015) of [52.222-50](#)(22 U.S.C. chapter 78 and E.O. 13627).

(xviii)[52.222-55](#), Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause [52.222-55](#).

(xix)[52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause [52.222-62](#).

(xx)(A)[52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)) if flow down is required in accordance with [52.224-3](#)(f).

(B)Alternate I (Jan 2017) of [52.224-3](#), if flow down is required in accordance with [52.224-3](#)(f) and the agency specifies that only its agency-provided training is acceptable).

(xxi)[52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii)[52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) , if flow down is required in accordance with paragraph (c) of FAR clause [52.232-40](#).

(xxiii)[52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiv)[52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2)While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d)The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

252.244-7999 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES DEVIATION 2026-O0015 (FEB 2026) DFARS**52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR**

As prescribed in 46.710(a)(1), insert a clause substantially as follows:

(a) Definitions. As used in this clause.

“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under this contract. The word does not include “data.”

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for **6 months following delivery** [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time].

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within **6 months after final contract delivery** [Contracting Officer shall insert specific period of time; e.g., “45 days of the last delivery under this contract,” or “45 days after discovery of the defect”].

(2) Within a reasonable time after the notice, the Contracting Officer may either.

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

- (i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
- (ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
- (3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer.
- (A) May, for sampling purposes, group any supplies delivered under this contract;
- (B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
- (C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
- (D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
- (ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:
- (A) Require an equitable adjustment in the contract price for any group of supplies.
- (B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming 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**52.247-63 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (JUN 2003) FAR****252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA --- BASIC (OCT 2024) DFARS**Basic. As prescribed in [247.574](#)(b) and (b)(1), use the following clause:

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

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.

“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 supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

“U.S.-flag vessel” means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.-

(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) Other than commercial products; or

(B) Commercial products 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, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --

- (1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or
- (2) U.S.-flag vessels are otherwise not available.
- (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, however, if a DoD waiver is not approved prior to shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of current, diligent 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 quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the carrier.
- (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 received a prior-approved waiver for U.S.-flag vessels 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 DoD. 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 --
 - (1) Shall notify the Contracting Officer of that fact; and
 - (2) Hereby agrees to comply with all the terms and conditions of this clause.
- (i) Subcontracts. In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:
 - (1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
 - (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

As prescribed in [52.107\(b\)](#), insert the following clause:

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**252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS****252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) DFARS****252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS****252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022) DFARS****252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES---REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)**

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions as contained in section 8116, division C, title VIII, of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260).

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) *Representation.* By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023) FAR**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR****52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR****52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR****52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR****I-2 Production Facility Changes**

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

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

I-3 Food Defense

Refer to Section E for Food Defense Plan Requirements

I -4 Integrated Pest Management Plan

Integrated Pest Management (IPM) Program Requirements for Operational Rations

Applicable to all Operational Rations Facilities

15 November 2017

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

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

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.

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

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

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.

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

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)**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

SECTION I - CONTRACT CLAUSES (CONTINUED)

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.
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

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

(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.

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.

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

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-5 Quality Systems Plan (QSP)

Refer to Section E for detailed requirements for a QSP.

I-6 Small Business/Subcontracting Plan

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

Large business contractors must indicate what portion of the contract will be sourced from both Large Business (LB) and Small Business (SB). Under the portion to be sourced from Small Business, each subcategory (i.e., Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), 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, VOSB, 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, VOSB, SDVOSB, and HZSB manufacturer, grower, or private label holder.

The contractor must obtain at least 30% 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: 30% from SB, with individual SB subcategories goals of 5% from SDB, 5% from WOSB, 5% from SDVOSB firms, 5% from VOSB firms, and 3% from HZSB firms.

Example and format:

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

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

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

To Small Business:	\$270,000	30%
SDB:	\$45,000	5%
WOSB:	\$45,000	5%
SDVOSB:	\$45,000	5%
VOSB:	\$45,000	5%
HZSB:	\$27,000	3%

*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-7 Surge and Sustainment Plan

For information regarding Surge and Sustainment plans, please refer to the following provisions:

1. Section C, **C06 Surge and Sustainment (S&S) Requirements (FEB 2017)**.
2. Section L, **L21 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) - DLA Troop Support -Subsistence (FEB 2017)**.
3. Section M, **M07 Surge and Sustainment (S&S) Evaluation (FEB 2017)**

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.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

252.204-7998 ALTERNATE A ANNUAL REPRESENTATIONS AND CERTIFICATIONS DEVIATION 2026-00043 (FEB 2026) DFARS

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.

CONTINUED ON NEXT PAGE

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 (DEVIATION 2026-00038) (FEB 2026) FAR

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DEC 2022) DFARS

As prescribed in [209.104-70](#), use the following provision:

- (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. 4874](#).
- (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)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (NOV 2015) FAR

As prescribed in [9.108-5\(a\)](#), insert the following provision:

- (a) *Definitions.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (c) *Representation.* The Offeror represents that-
 - (1) It is, is not an inverted domestic corporation; and
 - (2) It is, is not a subsidiary of an inverted domestic corporation.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(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)

252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014) DFARS(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Basic clause of this solicitation.(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the offeror certifies that --

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
-------------------------	--------------------------

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
-------------------------	-------------------------------------

(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC (NOV 2014) DFARS(a) *Definitions.* “Designated country end product,” “nondesignated country end product,” “qualifying country end product,” and “U.S.-made end product” as used in this provision have the meanings given in the Trade Agreements --Basic clause of this solicitation.(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless --
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
 - (iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements --Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated

CONTINUED ON NEXT PAGE

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (DEC 2019) DFARS

As prescribed in [204.2105](#) (a), use the following provision:

- (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)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR

As prescribed in [4.2105](#)(a), insert the following provision:

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services --Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services . The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

- (a) *Definitions.* As used in this provision-
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to --
 - (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to --
 - (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”
- (d) *Representations.* The Offeror represents that --
 - (1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and
 - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that --
 - It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR**52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (OCT 2020) FAR**

As prescribed in [4.2105\(c\)](#), insert the following provision:

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- REPRESENTATION AND DISCLOSURES (DEC 2023) FAR**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L06 Agency Protests (DEC 2016)**

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**L09 Reverse Auction (OCT 2016)**

The Contracting Officer may utilize reverse auctioning to conduct price discussions. If the Contracting Officer does not conduct a reverse auction, award may be made on initial offers or following discussions. If the Contracting Officer decides to use line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following applies:

- (1) The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.
- (2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as "offer A" or "lowest-priced offeror." By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.
- (3) An offeror's final auction price at the close of the reverse auction is considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the contracting officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the contracting officer determines that it would be in the best interest of the Government to re-open the auction.
- (4) The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead" offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.
- (5) Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.
- (6) Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a "Trained Offeror." Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the "trained offeror" title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

L21 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) - DLA Troop Support - Subsistence (FEB 2017)

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Offerors must submit the CAP for items identified with surge requirements in Section C of the solicitation. The CAP must --

- (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 RNC Spreads component 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-6 below.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Line #	Item	Timeframes (in days)						Total
		0 - 30	31 - 60	61 - 90	91 - 120	121 - 150	151 - 180	
1	Cheese Spread, Plain							
2	Cheese Spread, Jalapeno							
3	Peanut Butter, Smooth							
4	Peanut Butter, Chocolate							
5	Peanut Butter, Chunky							
6	Blackberry Preserves							
7	Strawberry Preserves							
8	Apply Jelly							
9	Grape Jelly							
10	BBQ Sauce							
11	Fat Free Mayonnaise							
12	Apple Pie Spread							

L-2 Submission of Offers

DLA Troop Support is utilizing Lowest Price Technically Acceptable (LPTA) source selection award procedures for this acquisition. The Government will make an award to the responsible offeror, whose offer meets the acceptability standards for the technical factor, offers the lowest total price and meets all of the terms and conditions of the solicitation. Offerors must submit a Completed Solicitation in accordance with paragraph L-3; Technical Proposal in accordance with paragraph L-4; Business (Price) Proposal in accordance with paragraph L-5; and Additional Submission Requirements in accordance with paragraph L-6. Information and all Product Demonstration Models (PDMs) must be received no later than the time and date set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraphs L-3 through L-6 to facilitate the Government's proper, thorough, and timely review of your proposal. The complete proposals should be specific, stating clearly how you will meet all the requirements of the solicitation. Failure to furnish all of the required information and PDMs by the time specified in the solicitation may be cause for rejection of the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

Your proposal must be prepared and submitted in separate parts to the following email Darren Gregory (darren.gregory@dla.mil) and Tiendung Nguyen (Tiendung.nguyen@dla.mil).

Note: Refer to Section A-1 for additional information.

L-3 Completed Solicitation

Offerors must return all pages of the solicitation with their offer, and fill-in any applicable information requested in the solicitation. Offerors are responsible for carefully reviewing the entire solicitation to ensure they submit all

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

information required by the solicitation.

L-4 Technical Proposals

Offerors must submit Initial Product Demonstration Models (PDMs) for each Spreads component they intend to submit an offer. A total of **106 PDMs** of each Spreads component must be submitted as stated below:

32 PDMs of each Spreads component must be sent to:

U.S. Army Research, Development, and Engineering Command
DEPARTMENT OF THE ARMY
FCDD-SCC-EMR Attn: Jill Bates
COMBAT CAPABILITIES DEVCOM SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760-5056

70 PDMs of each Spreads component must be maintained by the offeror/contractor. In this instance, the offeror must self-certify, confirm possession of the samples, and identify the samples as from the same production lot as those submitted to DEVCOM. The offeror must submit this statement(s) with the balance of PDM samples submitted to DLA Troop Support. Should an offeror be awarded a contract, the offeror must provide the 70 PDMs that were self-certified and maintained by the offeror to a Government Quality Assurance Representative (GQAR) during the first production cycle. Offerors that have been awarded a contract and do not have an in-house GQAR will be directed on where to submit these PDMs.

NOTE: The contractor must retain a sufficient number of samples to be used by the contractor to verify that the production meets the PDM Standard.

The remaining **4 PDMs** of each Spreads component must be sent to DLA to the below address:

ATTN: DARREN GREGORY AND TIENDUNG NGUYEN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT - SUBSISTENCE DIRECTORATE
700 Robbins Ave.
PHILADELPHIA, PA 19111-5092
BLDG. 6B08

Inside the cases sent to both DLA and DEVCOM, along with the samples, must be the required paperwork. The required paperwork consists of fully identifying the product, solicitation number, the item is an Initial PDM, USDA certification, analytical and microbial test results with certificates of analysis, any other test results available, and any other information to assist in identifying the product and conducting the evaluation. If the offeror fails to provide the required paperwork, the offeror may be rejected from further consideration for award.

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 the production

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

line, which will result in rejection of the product.

Offerors must certify that the PDM(s) conforms to all specification/production description characteristics, or must adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of PDMs for any RNC Spreads component to conform to the specification may result in rejection of the offer for that RNC Spreads component. Offerors should also warrant that product submitted under any resultant contract conforms to all packaging, labeling and packing requirements as well as analytical and microbial requirements. Product from any resultant contract that does not conform to all requirements will not be accepted by the Government.

Late submissions of PDMs or the failure to submit timely PDMs, may be the basis for rejection of the proposal. Refer to Section M-2, paragraph A, for the Technical Proposal/PDM evaluation process

L-5 Business/Price Proposal

The Government reserves the right to require information other than cost or pricing data, as defined at FAR 2.101, or cost and pricing data, as applicable and if required to determine price reasonableness of any offer(s).

Offerors must submit pricing for any RNC Spreads component item(s) on which they intend to bid. Pricing must be submitted for all five tiers on an F.O.B Destination basis. Failure to offer pricing on all five tiers of a line item may be deemed as non-acceptance of the item(s) and/or tier(s), which could result in rejection of the entire proposal as technically unacceptable. Different prices may be offered per tier, however, offerors are not required to offer on all line items. Because the Government contemplates awarding contracts on a per-line-item basis, multiple contracts may be awarded, including contracts that include only a single line item. Only one price per line item, per tier will be accepted. Prices must be rounded to the nearest, fourth decimal point. Refer to section B-1 for estimated and IQC quantities.

“Portion Subject to EPA” represents the cost of each item that is subject to adjustment. The portion subject to EPA refers to the element of cost for each item that is outside the control of the offeror; specifically, the product material costs of cheese, butter, and peanuts. However, the portion subject to EPA does NOT include any costs that are within the control of the vendor, including, but not limited to, the vendor's labor, overhead, general and administrative expenses, transportation, and profit.

EXAMPLE: For Peanut Butter, Smooth, if the peanuts portion subject to EPA is \$2.1234, and the Fixed Price Portion for Tier 1 is \$18.1234, Tier 2 is \$19.1234, Tier 3 is \$20.1234, Tier 4 is \$21.1234, and Tier 5 is \$22.1234, the spreadsheet would be populated as shown below. Additionally, calculate the Total Evaluated Price by multiplying each tier unit price, plus portion(s) subject to EPA, by the estimated quantity.

Line Item	Estimated Quantity per Tier	Peanuts Portion Subject to EPA	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Total Evaluated Price
Peanut Butter, Smooth	3,030,000	\$ 2.1234	\$ 18.1234	\$ 19.1234	\$ 20.1234	\$ 21.1234	\$ 22.1234	\$ 337,039,020.00

Offerors may state their prices on the chart given below or submit their prices separately in the same format.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Line Item	Estimated Quantity per Tier	Cheese Portion Subject to EPA	Butter Portion Subject to EPA	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Total Evaluated Price
Cheese Spread, Plain	13,635,000								
Cheese Spread, Jalapeno	6,060,000								

Line Item	Estimated Quantity per Tier	Peanuts Portion Subject to EPA	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Total Evaluated Price
Peanut Butter, Smooth	3,030,000							
Peanut Butter, Chocolate	1,515,000							
Peanut Butter, Chunky	3,030,000							

Line Item	Estimated Quantity per Tier	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Total Evaluated Price
Blackberry Preserves	1,515,000						
Strawberry Preserves	3,030,000						
Apply Jelly	1,515,000						
Grape Jelly	1,515,000						
BBQ Sauce	1,515,000						
Fat Free Mayonaise	1,515,000						
Apple Pie Spread	1,515,000						

L-6 Additional Submission Requirements

- 1. Food Defense Plan:** In accordance with the Food Defense requirement identified in Section E, the offeror must submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. This plan must be submitted with the offeror's initial offer.
- 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 bases on the requirements stated in Section I-7. 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/>

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Note: The successful awardee(s) will be required to maintain an acceptable Food Defense Plan, Integrated Pest Management Plan, QSP, Small Business Subcontracting Plan (if applicable) and Surge and Sustainment Plan throughout the life of the contract. The awardee(s) must have a Food Defense Plan, Integrated Pest Management Plan, QSP, and Surge and Sustainment Plan approved by the contracting officer prior to award.

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS

52.204-7 SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (DEVIATION 2026-O0038) (FEB 2026) FAR

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

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) FAR

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2026-O0038) (FEB 2026) FAR

52.216-1 TYPE OF CONTRACT (DEVIATION 2026-O0038) (FEB 2026)

L06 AGENCY PROTESTS (DEC 2016)

SECTION M - EVALUATION FACTORS FOR AWARD**M-1 Source Evaluation and Selection Procedures****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-2. Proposals highly technically deficient as to make them incapable of being made technically acceptable may 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 rejection.

2. Business Evaluation: The Government will evaluate prices for reasonableness as discussed in FAR Subpart 15.202 and Subpart 15.4.

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 on a per-line-item basis.

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**M-2 Evaluation Factors for Award (Evaluation Criteria)**

The Government will use Lowest Price Technically Acceptable source selection procedures in evaluating proposals. The Government will make an award for each line item to the responsible offeror whose proposal offers the lowest evaluated price and is rated as technically acceptable for that line item. An offeror's proposal on any line item must be considered technically acceptable to be considered for award for that line item. To be considered technically acceptable on any line item, the offeror must submit acceptable PDMs for any line item they intend to submit an offer on. See paragraph A, below, for evaluation of PDMs.

A. Evaluation of Product Demonstration Models (PDMs)

Refer to Section L-4 for Technical Proposal/PDM submission procedures.

The U.S. Army, Combat Capabilities Development Command - Soldier Center (DEVCOM) 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), will represent distinct sensory characteristic categories and will be evaluated by category by panelist. Each panelist will assign to each sensory characteristic category a quality score by using a 9-point quality scale, where 9 is the highest score and 1 the lowest score. The mean value of the panelists' ratings for each sensory characteristic category will be determined.

DEVCOM will assign an overall quality scale score to each Initial PDM that it evaluates. The overall score will be equal to the mean score of the lowest-rated sensory characteristic category. For each Initial PDM, an overall quality score of 6.00 through 9.00 will indicate an acceptable rating and an overall quality score of 1.00 through 5.99 will indicate an unacceptable rating. PDMs must be rated as "Acceptable" to be eligible for award.

In the event the Government conducts negotiations, an offeror that receives an "Unacceptable" rating on an initial PDM will be given the opportunity to submit a Revised PDM. However, this only applies to offerors that submitted a timely, Initial PDM for evaluation, this opportunity does not apply to offerors that failed to submit an initial PDM. Those that fail to submit an initial PDM for evaluation may be excluded from the competition. Revised PDMs that are submitted for a final evaluation will be evaluated using the same criteria discussed above. Offerors are advised that if they have any unacceptable Revised PDMs after the final evaluation, the proposal for that respective line item will be found technically unacceptable and the offer will not be considered for award for that line item.

Offerors are required to submit PDMs for each RNC Spreads component item on which they intend to bid.

B. Evaluation of Business(Price) Proposal

Refer to Section L-5 for Business (Price) Proposal submission procedures.

1. Award(s) will be based on the technically acceptable offer with the lowest, total evaluated price to the

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

Government under a “per-line-item” evaluation approach. The Government will determine the lowest, total evaluated price per line item by multiplying the estimated quantity for this acquisition by the unit price offered for each tier. Then, the estimated prices for the five tiers will be added together to calculate the total evaluated price per line item. The offerors' total evaluated price per line item will be compared to determine the lowest, total evaluated price per line item. The award(s) will be based on the lowest, total evaluated price to the Government per-line-item.

2. The Government will be utilizing Price evaluation preferences for HUBzone Small Business concerns in accordance with FAR 19.1307.

M-3 Additional Submission Requirements

Additional Submission Requirements will be reviewed for acceptability in accordance with Section E of this solicitation, but will not be evaluated for award decision(s).

1. The Food Defense Plan will be reviewed to determine acceptability.
2. The Integrated Pest Management Plan will be reviewed to determine acceptability.
3. The Quality Systems Plan will be reviewed to determine acceptability.
4. The Small Business/Subcontracting Plan (applicable to large businesses only) will be reviewed to determine acceptability.
5. The Surge and Sustainment Plan will be reviewed to determine acceptability.

NOTE: The successful awardee(s) will be required to maintain an acceptable Food Defense Plan, Integrated Pest Management Plan, QSP, 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.

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.

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

(3) The contracting officer will include the S&S price in the overall price evaluation.