

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000215178	PAGE 1 OF 118	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE3S1-26-R-0005	6. SOLICITATION ISSUE DATE 2026 MAY 18		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Melanie Batdorf DML0127		b. TELEPHONE NUMBER (No Collect calls) Phone: 445-737-5763	8. OFFER DUE DATE/ LOCAL TIME 2026 JUL 02 03:00 PM		
	9. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA	CODE SPE3S1	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311999 <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

SECTION A - SOLICITATION/CONTRACT FORM

SOLICITATION AND OFFER - FORM SF 1449 (CONTINUATION SHEET)

A-1**Block 8**

OFFER DUE DATE/LOCAL TIME: THURSDAY JULY 2, 2026 at 3:00 P.M. EASTERN TIME (ET) (Standard or Daylight, as applicable)

Block 9

Email Offers and any questions to Melanie.ledoux@dla.mil & Tiendung.Nguyen@dla.mil

Note: Due to the closing of the Business Opportunities Office, all offerors must submit documentation via email to the Contract Specialist, Melanie Batdorf (Ledoux) at Melanie.ledoux@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: MELANIE BATDORF (LEDOUX) AND TIENDUNG NGUYEN

DEFENSE LOGISTICS AGENCY

DLA TROOP SUPPORT – SUBSISTENCE DIRECTORATE

700 ROBBINS AVE.

PHILADELPHIA, PA 19111-5092

BLDG. 6B093

Block 17a

› Offeror's assigned Unique Entity Identifier Number: _____

(If you do not have a Unique Entity Identifier number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Products and Services (DEVIATION 2026-O0038) (FEB 2026) for information on establishing a unique entity identifier.)

› Offeror's assigned Contractor and Government Entity (CAGE) Code: _____

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)**Block 17b**

Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449.)

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

E-mail is the only acceptable form of transmission for initial proposal, except for the initial Product Demonstration Models. E-mail offers should be sent to the Contract Specialist, Melanie Batdorf (Ledoux) (Melanie.ledoux@dla.mil) and the Contracting Officer, Tiendung Nguyen (Tiendung.Nguyen@dla.mil). Although e-mail offers are acceptable for the written proposal, all Product Demonstration Models must be delivered to the location identified 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.

For the subject acquisition, the Government reserves the right to conduct negotiations. As directed by the Contracting Officer, e-mail is the only acceptable form of transmission for written proposal revisions. E-mail may also be used during discussions/negotiations, if discussions/negotiations are held, and for proposal revision(s), including Final Proposal Revision(s). If negotiations are held, revised PDMs may be required to be mailed in accordance with the submission requirements.

AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers, and emails for each authorized negotiator.

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

The Contract Specialist, Melanie Batdorf (Ledoux) (Melanie.ledoux@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 52.215-1, Instruction of Offerors for Competitive Acquisition (DEVIATION 2026-O0038) (FEB 2026).

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

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

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

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

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

The Contracting Officer reserves the right to request past performance information from any offeror for informational purposes only. This information will not be used as an evaluation factor or as part of the determination of responsibility for award

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

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

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

This procurement will utilize Lowest Price Technically Acceptable source selection procedures and will require offerors to submit Product Demonstration Models (PDMs) to DLA Troop Support and DEVCOM SC, as U.S. Army Combat Capabilities Development Command Soldier Center, Combat Feeding Division (DEVCOM) addresses for PDM submissions can be found in Section L.

OFFERORS SHOULD RETURN ALL PAGES OF THE SOLICITATION WITH THEIR OFFER, ALONG WITH ALL MATERIALS PERTAINING TO COMPLETE BUSINESS (PRICE) PROPOSAL AND TECHNICAL PROPOSALS DESCRIBED IN SECTION L OF THIS DOCUMENT. ADDITIONAL SUBMISSION REQUIREMENTS MUST BE SUBMITTED WITH INITIAL OFFER. A more detailed discussion of the submission requirements is provided later in this solicitation under Section L – Instructions to Offerors.

Offerors are required to submit an Integrated Pest Management Plan, Food Defense Plan, Quality System Plan (QSP) and Surge and Sustainment Plan with their proposals. These submissions will be reviewed for acceptability prior to award but will not be evaluated as part of the technical proposal or be used to make a responsibility determination. Failure to submit any of these documents may make an offeror ineligible for award. Prior to contract award, the awardee(s) must revise these documents, as needed, to ensure these documents receive an acceptable rating by the Government. The specific requirements for each of these documents are discussed in Section E of this solicitation.

****NOTE: Offerors must be registered in the System for Award Management (www.SAM.gov). Those not registered in SAM may be considered non-responsible. Upon registration, a CAGE code will be assigned to the registered firm. This code shall be placed in the box next to “code” in block 17a of the 1449.**

All clauses incorporated in full text throughout the entire solicitation must be filled out as applicable to be considered eligible for award.

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

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**B-1 Items to be Supplied****Blocks 19-22 Item No., Schedule of Supplies/Services, Quantity, Unit:****1. Item Numbers**

This solicitation is for 13 Bakery items used as components in the assembly of the Meal, Ready-to-Eat (MRE) program, which is the primary individual ration of the US Armed Forces.

CONTINUED ON NEXT PAGE

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

Line	NSN	Full Item Description
0001	8920-01-610-1980	Cookie, Regular, Oatmeal, Chocolate Chunk, Crisp, Individual Serving Package; 56-gram flex pg, CID A-A-20295, PKG&QAP, Type I, Class 1, Bake Type a, Style I, Flavor 6
0002	8920-01-490-3557	Cookie, Regular, Oatmeal, Plain, Crisp, Individual Serving Package; 56-gram flex pg, CID A-A-20295, PKG&QAP, Type I, Class 1, Bake Type a, Style I, Flavor 1
0003	8920-01-732-0988	Muffin Top, Maple, Whole Grain; 2 oz (57 gm) flex pg, PCR-C-007, Type II, Flavor 1
0004	8920-01-732-1008	Muffin Top, Cinnamon; 2 oz (57 gram) flex pg, PCR-C-007, Type II, Flavor 2
0005	8920-01-620-9442	Cake, Applesauce; 2.5 oz (71 gram) flex pg, PCR-C-007, Type I, Flavor 3
0006	8920-01-545-1391	Cake, Marble; 2.5 oz (71 gram) flex pg, PCR-C-007, Type I, Flavor 2
0007	8920-01-348-4694	Cake, Vanilla; 2.5 oz (71 gram) flex pg, PCR-C-007, Type I, Flavor 1
0008	8920-01-691-5153	Bread, Mini-Loaf, Sliced, Whole Wheat; 57-gram flex pg, PCR-B-064, Type I
0009	8920-01-610-1857	Snack Bread, Fortified, White Wheat Snack Bread, Single Pack; 2.0 oz (57 gram) flex pg, PCR-S-009, Type VI, Style A
0010	8920-01-525-3622	Tortillas, Plain; 2.1 oz (60 gram) flex pg, PCR-T-008, Flavor 1
0011	8920-01-621-2384	Tortillas, Chipotle; 2.1 oz (60 gram) flex pg, PCR-T-008, Flavor 2
0012	8920-01-691-4844	Tortilla, Whole Grain; 2.1 oz (60 gram) flex pg, PCR-T-008, Flavor 3
0013	8920-01-588-9007	Snack Bread, Fortified, Multigrain Snack Bread, Single Pack; 2.0 oz (57 gram) flex pg, PCR-S-009, Type V, Style A

A. Item Additions/Deletions/Replacements

DLA Procurement Note L27, Addition and Deletion of Items (AUG 2017), is hereby incorporated by reference. The full text of this note is available in the DLAD Procurement Notes document at the DLA Official Website.

1. Addendum to DLA Procurement Note L27 - Addition and Deletion of Items (AUG 2017), and as outlined below:

- i) The Government reserves the right to add new bakery items to the resultant contract(s), through bilateral modification. Pricing for new items will be negotiated with the awardee and must be found fair and reasonable by the Contracting Officer.
- ii) If multiple awards are made and an awardee defaults on any particular item(s), then the Government reserves the right to compete the item(s) among the other awardees using LPTA procedures.
- iii) The Government reserves the right to unilaterally delete MRE Bakery Program items from the contracts awarded pursuant to this solicitation.
- iv) The Government reserves the right to replace or not to replace any item(s), which have been discontinued or removed from the contract. The Government shall satisfy the guaranteed minimum contract quantity requirements as stated in the contract award.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**2. Delivery Schedule****Block 15**

Delivery quantities shall be provided via delivery orders issues on an as needed basis. Delivery of RNC Bakery 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 W. Morgan Ave
Evansville, IN

SOPAKCO Inc.
118 S. Cypress St.
Mullins, SC

Baxters North America
4700 Creek Rd
Cincinnati, OH

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.

3. Indefinite-Quantity Contract (IQC) Quantities:

The quantities shown in the schedule below represent the Guaranteed Minimum Quantities for the total contract period, Estimated Quantities per tier, Maximum Quantities for the entire contract period and Surge Requirements. (Unit of measure for each component is each (EA)).

Surge Quantities are applicable to all RNC Bakery 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.

LINE ITEM	NSN	ITEM DESCRIPTION	GUARANTEED MINIMUM QUANTITY (5 Year)	ANNUAL ESTIMATED QUANTITY (PER TIER)	MAXIMUM QUANTITY (5 Year)	SURGE REQUIREMENTS
0001	8920-01-610-1980	Cookie, Regular, Oatmeal, Chocolate Chunk, Crisp	1,262,500	1,515,000	18,937,500	4,125,000
0002	8920-01-490-3557	Cookie, Regular, Oatmeal, Plain, Crisp	1,262,500	1,515,000	18,937,500	4,125,000
0003	8920-01-732-0988	Muffin Top, Maple	1,262,500	1,515,000	18,937,500	4,125,000
0004	8920-01-732-1008	Muffin Top, Cinnamon	1,262,500	1,515,000	18,937,500	4,125,000
0005	8920-01-620-9442	Cake, Applesauce	1,691,750	2,030,100	25,376,250	5,527,500
0006	8920-01-545-1391	Cake, Marble	1,691,750	2,030,100	25,376,250	5,527,500
0007	8920-01-348-4694	Cake, Vanilla	1,691,750	2,030,100	25,376,250	5,527,500
0008	8920-01-691-5153	Bread, Mini-Loaf, Sliced, Whole Wheat	2,525,000	3,030,000	37,875,000	8,250,000
0009	8920-01-610-1857	Snack Bread, Fortified, White Wheat Snack Bread	1,262,500	1,515,000	18,937,500	4,125,000
0010	8920-01-525-3622	Tortillas, Plain	3,787,500	4,545,000	56,812,500	12,375,000
0011	8920-01-621-2384	Tortillas, Chipotle	1,262,500	1,515,000	18,937,500	4,125,000
0012	8920-01-691-4844	Tortillas, Whole Grain	3,787,500	4,545,000	56,812,500	12,375,000
0013	8920-01-588-9007	Snack Bread, Fortified, Multigrain Snack Bread	1,262,500	1,515,000	18,937,500	4,125,000

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

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

B-2 General Information

Any clauses, provisions, or any other terms contained in this solicitation and the resulting contract(s), which states that the Government will place orders and/or make payments, shall be construed to mean that the assembler contractors will place orders and make payments.

Pre-Award Plant Survey: To determine the responsibility of prospective contractors, the government reserves the right to conduct physical surveys of the plants, which are to be used in the performance of a contract. In the event the government is prevented from conducting such a plant survey by the offeror or its proposed subcontractor, the offeror's entire proposal may be found ineligible for award. As a part of the pre- award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery, and tooling.

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.

The subject procurement is being solicited under the Federal Acquisition Regulations (FAR) part 12 as a Small Business Set Aside. The solicitation is for 13 Bakery items used as components in the assembly of the Meal, Ready-to-Eat (MRE) ration program.

The North American Industry Classification System (NAICS) codes under this solicitation for each RNC Bakery component is as follows:

Block 10

Applicable NAICS Codes	Size Standard
311821- (CLINs 0001-0002)	1,250 Employees
311812- (CLINs 0003-0009,0013)	1,000 Employees
311830- (CLINs 0010-0012)	1,250 Employees

B-3 Pricing

Award(s) will be based on the technically acceptable offer with the lowest, total evaluated price to the 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

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

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.

RNC Bakery 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.

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.

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 (OCT 1995). 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 the minimum of units stated above in Section B-1. Indefinite-Quantity Contract (IQC) Quantities 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 have fulfilled its obligation to order the guaranteed minimum quantity when the guaranteed minimum dollar value has been met.

B-5 Product Demonstration Models (PDMs)

Acceptable PDMs, also referred to as approved PDMs, will be used as production standards by both the Contractor and the Government. The production lots/product-codes used as the production standards by both the Contractor and the Government shall 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 and to DLA Troop Support as required.

The contractor is required to retain and possess its own set of approved PDMs at the contractors facility and will be responsible for the distribution of approved PDMs to Government entities, when required by the Contracting Officer,

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

throughout contract performance.

1. 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 Bakery component specification found in section C. Individual item specifications can be found in the documents referenced in section C-2. Refer to Sections L and M for PDM submission instructions and evaluation criteria as a part of a proposal.

By submission of the PDM, the offeror warrants 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.

2. New, Replacement and Replenishment PDM's:**i. 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.

ii. Replacement PDM:

Changes in production methodology or packaging, such as implementation of new technology, may result in a product non-comparable to one or more observable characteristics of the production standard. If the Government determines, on its own or at the suggestion of the contractor, that any change in a product characteristic, other than changes to shape or dimension compatible with performance requirements, results in a product that is no longer comparable to the production standard, the contractor must submit a replacement PDM. If the Government determines, on its own or at the suggestion of the contractor, that any changes to shape or dimension impact on the ability to compare the new product to the production standard in terms of the performance requirements designated for appearance, odor, flavor, and texture, the contractor must submit a replacement. 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 and their evaluations by DEVCOM.

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

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

3. Submission Process for New, Replacement, and Replenishment PDMs

106 Total PDMs of each Bakery component must be submitted/held as follows:

32 PDMs of each offered Bakery 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 offered Bakery component must be sent to DLA to the below address:

ATTN: MELANIE BATDORF (LEDOUX) AND TIENDUNG NGUYEN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT - SUBSISTENCE DIRECTORATE
700 Robbins Ave.
PHILADELPHIA, PA 19111-5092 BLDG. 6B093

70 PDMs of each offered Bakery component must be maintained by the Contractor.

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 and DLA. 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.

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-

CONTINUED ON NEXT PAGE

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

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.

The contractor must retain 70 in-common product-code PDMs, as 70 PDMs is a sufficient number of samples to be used by the contractor to verify that the production meets the PDM Standard.

Instructions for all submitted PDMs: The end or side of the Case must have a label, or be printed on the Case, with the following information:

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

Inside the cases sent to both DLA and DEVCOM, along with the PDM's, must be the required paperwork fully identifying the product, solicitation number, statement that 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.

4. Evaluation Process for Initial, New, Replacement, and Replenishment PDMs

A DEVCOM 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 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 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

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

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**TECHNICAL/QUALITY DATA****DESCRIPTION/SPECIFICATIONS****C-1 NSN/ITEM DESCRIPTION****8920-01-610-1980**

Cookie, Regular, Oatmeal, Chocolate Chunk, Crisp, Individual Serving Package; 56 gram flex pg, CID A-A-20295, PKG&QAP, Type I, Class 1, Bake Type a, Style 1, Flavor 6

8920-01-490-3557

Cookie, Regular, Oatmeal, Plain, Crisp, Individual Serving Package; 56 gram flex pg, CID A-A-20295, PKG&QAP, Type I, Class 1, Bake Type a, Style I, Flavor 1

8920-01-732-1008

Muffin Top, Cinnamon; 2 oz (57 gram) flex pg, PCR-C-007, Type II, Flavor 2

892-01-732-0988

Muffin Top, Maple, Whole Grain; 2 oz (57 gram) flex pg, PCR-C-007, Type II, Flavor 1

8920-01-620-9442

Cake, Applesauce; 2.5 oz (71 gram) flex pg, PCR-C-007, Type I, Flavor 3

8920-01-545-1391

Cake, Marble; 2.5 oz (71 gram) flex pg, PCR-C-007, Type I, Flavor 2

8920-01-348-4694

Cake, Vanilla; 2.5 oz (71 gram) flex pg, PCR-C-007, Type I, Flavor 1

8920-01-691-5153

Bread, Mini-Loaf, Sliced, Whole Wheat; 57 gram flex pg, PCR-B-064, Type I

8920-01-610-1857

Snack Bread, Fortified, White Wheat Snack Bread, Single Pack; 2.0 oz (57 gram) flex pg, PCR-S-009, Type VI, Style A

8920-01-621-2384

Tortillas, Chipotle; 2.1 oz (60 gram) flex pg, PCR-T-008, Flavor 2

8920-01-525-3622

Tortillas, Plain; 2.1 oz (60 gram) flex pg, PCR-T-008, Flavor 1

8920-01-691-4844

Tortilla, Whole Grain; 2.1 oz (60 gram) flex pg, PCR-T-008, Flavor 3

8920-01-588-9007

Snack Bread, Fortified, Multigrain Snack Bread, Single Pack 2.0 oz (57 gram) flex pg, PCR-S-009, Type V, Style A00

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**C-2. PRIME DOCUMENTS:**

CID A-A-20295, PKG&QAP Cookies
PCR-B-064 Bread, Sliced
PCR-C-007 Cakes and Muffin Tops
PCR-S-009 Snack Bread, Fortified
PCR-T-008 Tortillas

Applicable versions of documents cited here as prime documents including changes are posted at

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

Contact: Keith Pritts, Food Technologists for the applicable specifications described in the solicitation at:

E-mail: keith.pritts@dla.mil

C-3. DATE OF PACK:

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. 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.
2. 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.
3. 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.
4. 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

CONTINUED ON NEXT PAGE

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

(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.

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

C. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

1. As required by PGI 246.201-7048 CFR §246.408-70, Subsistence; AR 40-657/NAVSUP 4355.4H/MCO P10110.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service; DLAI 3221, Veterinary Medical Inspection of Subsistence Supplies and Services; Contract Provision 9044, Sanitary Conditions, 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 U.S. 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 Government Furnished Materiel (GFM) and CFM Operational Ration food components.

4. Requests for inspection and Worldwide Directory listing by the 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 Branch Chief, Individual Rations, DLA Troop Support-FTRC, 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 U.S. Army Veterinary Services Food Protection Division.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**D. NUTRITIONAL REQUIREMENTS**

1. A nutritional analysis for each product requiring a PDM shall be provided to the U.S. Army Combat Capabilities Development Command Soldier Center (DEVCOM) within two weeks of the award of the contract and each time there is a major formulation change.
2. The nutritional analysis shall be generated by 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 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.
3. The ingredients and weight of each ingredient shall be included for each formulation.

a. Nutrients included shall be:

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

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

c. Nutrient measurements shall be to the first decimal.

E. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS

1. Integrated Pest Management (IPM) Program Requirements for Operational Rations,” of November 2017 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The IPM program shall be in existence prior to contract award. The IPM plan shall be stand-alone and 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

CONTINUED ON NEXT PAGE

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

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. All areas of concern listed in the DLA Food Defense Checklist must be addressed within the FDP. The FDP may be rated unacceptable 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.

NOTE: If more than one facility under direct control of the contractor will be used to produce and/or store product, a separate Food Defense Plan for each facility shall 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.

G. CONTRACTOR SANITATION PROGRAM

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

H. ADDITIONAL REQUIREMENTS

1. 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

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

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. The following applies to DLA Troop Support Form 3507, Loads, Unit: Preparation of Semi perishable 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.

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.

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

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.”

3. 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 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.

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

5. 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 the methods that are fit for purpose for the commodity type.

6. Ground and Tree Nuts as Ingredients

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.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**C04 UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2021)**

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes No

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes No

The material conforms to the revision letter/number, if any is cited. Yes No Unknown

If No, the revision does not affect form, fit, function, or interface. Yes No Unknown

The material was manufactured by:

(Name):

(Address):

(2) The offeror currently possesses the material: Yes No

If yes, the offeror purchased the material from a Government selling agency or other source. Yes No

If yes, complete the following:

Government Selling Agency:

Contract Number:

Contract Date: (Month, Year):

Other Source:

Address:

Date Acquired: (Month/Year):

(3) The material has been altered or modified. Yes No

If Yes, complete the following:

Name of the company that performed the alternation or modification

Address:

Complete description of the alternations or modifications:

(4) The material has been reconditioned. Yes No

If Yes, complete the following:

(i) The price offered includes the cost of reconditioning/refurbishment. Yes No

(ii) Name of the company that reconditioned that material

(iii) Description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

The material contains cure-dated components. Yes No

If Yes, complete the following:

(i) The price includes replacement of cure-dated components. Yes No

(ii) Cure date:

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

If Yes, insert all information contained on the data plate:

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

If Yes, complete the following:

Contract Number:

NSN:

CAGE Code:

Part Number:

Other Markings/Data:

(7) The offeror has supplied this same material (National Stock Number) to the Government before. Yes No

If Yes, complete the following:

(i) The material being offered is from the same original Government contract number as that provided previously. Yes No

(ii) State below the Government Agency and contract number under which the material was previously provided:

Agency:

Contract Number:

(8) The material is manufactured in accordance with a specification or drawing. Yes No

If Yes, complete the following:

(i) The specification/drawing is in the possession of the offeror. Yes No

(ii) The offeror has stated the applicable information below: Yes No

Specification/Drawing Number:

Revision: (if any):

Date:

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes No

If Yes, complete the following:

(i) Material has been re-preserved. Yes No

(ii) Material has been repackaged. Yes No

(iii) Percentage of material that has been inspected is %; and/or

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

(iv) Number of items inspected is

(v) A written report was prepared. Yes No

The offeror agrees that in the event of award and notwithstanding the provisions of the solicitation.

(i) Inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

The offeror will forward to the contracting officer one of the following, within 24 hours of request by the contracting officer to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies):

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

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

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

When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe: This procurement note only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items.

If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted. In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

SECTION D - PACKAGING AND MARKING**PACKAGING/LABELING/PACKING/UNITIZATION/MARKING****D-1 PACKAGING:**

a. In accordance with D-1 PACKAGING of applicable Performance-based Contract Requirements (PCR) document.

b. In accordance with D-1 PACKAGING of PKG&QAP A-A-20295.

D-2 LABELING

a. In accordance with D-2 LABELING of applicable Performance-based Contract Requirements (PCR) document.

b. In accordance with D-2 LABELING of PKG&QAP A-A-20295.

c. 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.

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SECTION D - PACKAGING AND MARKING (CONTINUED)

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 Subsistence Items*/.

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

D-5 MARKING

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 Semi Perishable 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

i. Lots shall be shipped on a first produced (and accepted) first out basis.

ii. 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.

iii. 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.

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SECTION D - PACKAGING AND MARKING (CONTINUED)

iv. 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.

v. 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.

vi. 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":

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

ii. 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.

iii. 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.

iv. 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.

v. 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:

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

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

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

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SECTION D - PACKAGING AND MARKING (CONTINUED)

2. No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.
3. 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.
4. 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.
5. Associated lot shipping documentation will reflect split lot status, original lot quantities, and receipt inspection results.
6. Both portions of all split lots will be stored in approved facilities only.

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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, sub-paragraph “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 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/

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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:**

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*

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

The documented QSP will be evaluated by the Operational Rations Quality System Audit Team (composed of DLA Troop Support-FTSB Quality Systems Auditors). The QSP will be reviewed by the USDA-AMS Operational Rations Program Coordinator and the Government In-Plant Quality Assurance Representatives (QAR) assigned to perform Government QA functions at contractors' facilities as well.

Government personnel will use the "Operational Rations Quality Systems Audit Workbook I, Documented QSP Evaluation Guideline," 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 review the contractors' QSPs, the QSP rating will be determined and assigned by DLA Troop Support-FTSB's

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Quality Systems

Offerors/Contractors can request a copy of Workbook I by contacting the applicable contracting officer. 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. 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 for 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(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 proposal 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: Melanie Ledoux and Tiendung Nguyen

DLA TROOP SUPPORT – SUBSISTENCE DIRECTORATE

700 Robbins Ave.

PHILADELPHIA, PA 19111-5092

BLDG. 6B093

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

Send EMAILED OFFER to:

Melanie Ledoux at melanie.ledoux@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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 mailed to the Government inspector prior to the initiation of production.

3. U.S. ARMY MEDICAL COMMAND, VETERINARY SERVICES DIRECTORATE PERSONEL: When Veterinary Food Inspectors (VFIs) are responsible for performing Government source inspection at operational rations assembly plants, one copy shall be mailed to the resident VFI/GQAR prior to the initiation of production/assembly. The contractor/subcontractor shall contact USAMC,VSD for questions regarding VFI's inspection services.

U.S. ARMY MEDICAL COMMAND, VETERINARY SERVICES DIRECTORATE

ATTN: DASG-FHP-VET CHIEF, OPERATIONAL RATIONS

U.S. ARMY VETERINARY SERVICES

8977 SIBERT ROAD, BLDG. E1570

ABERDEEN PROVING GROUND, MD 21010-5403

4. DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA): When DCMA inspectors are responsible for performing Government source inspection at the flameless ration heater (FRH) manufacturing facility, one copy shall be mailed 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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 DLA Troop Support-FTSB QSP 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 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 years after final delivery on the contract (to include any documents/records maintained by any subcontractor used by the prime contractor to fulfill a Government contract).

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

organization shall assure by periodic surveillance that procedures are followed and are effective. Records of this surveillance will be maintained.

(e) Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract. The Government is under no obligation to perform verification inspection or to accept 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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

(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).

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

E-4. 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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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, Inspection Optimization Allowances, Residual Gas, 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).

E-5. Government Verification Inspection.

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

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 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-6. 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-7. 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 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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-8. Additional Sanitary Conditions Requirement for Product Containing Dairy Ingredients and Non-Dairy Creamer.

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

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

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

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

E-9. General Inspection Requirements, Methods of Remediation, and Prohibitions.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

1. Produce and inspect a new lot.
2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g. time, temperature, etc.) See Rework of Nonconforming Product Pre or Post Acceptance for applicable situations.
3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits.
4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits. Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units. Examples of valid technical reasons are:
 - A. After finding the lot nonconforming for net weight, it is discovered that the scales used for the inspection were out of adjustment or
 - B. After finding the lot nonconforming for a chemical test characteristic, it is discovered that a chemical used in the analysis 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-10. 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-10-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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

NOTE TO PART A: When a contractor determines as a result of his end-item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc.), he has the alternative to request the permission of the Contracting Officer to offer a lot, acknowledged by the petitioner to be nonconforming for a specific requirement, for Government end-item verification inspection with the understanding that should all required Government inspections, save that inspection acknowledged by the petitioner as representing a specific nonconformance to requirements, result in conforming inspection results, the lot shall be recorded by the GQAR as a lot rejected upon Government verification inspection but authorized by the contracting officer to be accepted "as is" on waiver of the specific nonconforming requirement revealed by contractor inspection or QSP. If the Contracting Officer authorizes the offer of a nonconforming lot for Government end-item verification, the written approval shall be provided to the GQAR when the supplies are presented for Government verification inspection as previously stated, The GQAR shall inspect the supplies for compliance with all requirements of the contract, except the specific nonconforming requirement (skip-lot inspection and reduced inspection do not apply in this case). The Contracting Officer, may request that the GQAR inspect for the specific nonconforming requirement to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection.

E-10-B. The Following Reworks Must Be Coordinated with the Supervisory GQAR and, As Required, Approved by the Applicable DLA Troop Support-FTR Office.

E-10-B-1. Insect or Rodent Infestation/Contamination: Reworks must be approved by the Contracting Officer (FTRC).

E-10-B-2. Food Safety and Foreign Material:

E-10-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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP, Section: Corrective and Preventive Action Program. (see E-10-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:

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 X-10-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-10-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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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-10-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-10-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 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-10-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.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

.....(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-10-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-10-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 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-10-B-6. Standard Rework Procedure (SRP)**" regarding further requirements applicable to use the of SRPs.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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-10-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-10-B-3. Critical 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-10-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-10-B-6. Standard Rework Procedure (SRP) regarding further requirements applicable to use the of SRPs.

E-10-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:

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

- 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.
- 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-10-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-10-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-10-B-1. Insect or Rodent Infestation/Contamination or E-10-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-10-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-10-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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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-10-C. Contractor's Quality History:

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

2. If product is found nonconforming during the Government end-item verification inspection following contractor corrective action for the same defect (or defect category in case of critical pouch defects) for which the contractor took a corrective action, the corrective action will be determined to have been ineffective. **The GQAR shall 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-11. Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components Assemble-by Time Limits.

E-11-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.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

E-11-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-12. 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 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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-13. 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)

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)

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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-14. 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
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<input checked="" type="checkbox"/>Quality Management Requirements Standard ANSI/ISO/ASQ Q9001 2015 Note 1		
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(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in –

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

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:

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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-15. 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)

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

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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 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*.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**(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 characteristics tests and packaging characteristics tests required to be performed on a product as a part of this Government skip-lot end-item verification test program shall be performed in accordance with the requirements, procedures and tests required for the subject product undergoing testing, 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 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 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-

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 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 package⁵/ and the lot, in addition to any other tests scheduled for Government verification

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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:

(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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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:

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

the specification, contract no. _____

Signature: _____

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

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

Certification

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

Signature: _____

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

Distribution:

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

Signature: _____

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

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

Certification

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

Signature: _____

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

Distribution:

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**9025 REINSPECTION OF NONCONFORMING SUPPLIES (NOV 2011)**

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

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

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

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

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

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

9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV**CONTINUED ON NEXT PAGE**

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**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 (NOV 2025)

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: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

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

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

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

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at <http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>.

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

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

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

(viii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" (ICSSL), published by the USDHHS, FDA at <https://www.fda.gov/food/guidance-regulation-food-and-dietary-supplements>

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: http://www.apd.army.mil/pdffiles/r40_657.pdf) For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAprovedFoodSources.aspx>).

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

9049 STORAGE OF SEMIPERISHABLE COMPONENTS FOR OPERATIONAL RATIONS (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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

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: _____

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

07 National Stock Number: _____

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

09 Lot Number (s): _____

10 Sublot (s) (If Applicable): _____

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

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

12.b 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 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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**

USE COMPANY LETTERHEAD FOR REQUEST DATE: _____

Subject: Substitution request for [COMPONENT NAME]

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

02 Ration Type (MRE, 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): _____

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

ATTACHMENT 4**PRIMARY, SECONDARY, ANCILLARY RNC BAKERY COMPONENT CLASSIFICATION****PRIMARY COMPONENTS**

8920-01-691-5153 Bread, Mini-Loaf, Sliced, Whole Wheat
8920-01-610-1980 Cookie, Regular, Oatmeal, Chocolate Chunk, Crisp, Individual Serving Package
8920-01-490-3557 Cookie, Regular, Oatmeal, Plain, Crisp, Individual Serving Package
8920-01-732-1008 Muffin Top, Cinnamon
8920-01-732-0988 Muffin Top, Maple, Whole Grain
8920-01-620-9442 Cake, Applesauce
8920-01-545-1391 Cake, Marble
8920-01-348-4694 Cake, Vanilla
8920-01-610-1857 Snack Bread, Fortified, White Wheat Snack Bread, Single Pack
8920-01-621-2384 Tortillas, Chipotle
8920-01-525-3622 Tortillas, Plain
8920-01-691-4844 Tortilla, Whole Grain
8920-01-588-9007 Snack Bread, Fortified, Multigrain Snack Bread, Single Pack

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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**B. Conditions of early Government inspection requiring contractor concurrence:**

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

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**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****52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR**

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of container: Wood Box [] Fiber Box [], Barrel [], Reel [], Drum [], Other (Specify) ;
- (ii) Shipping configuration: Knocked-down [], Set-up [], Nested [], Other (specify) ;
- (iii) Size of container: " (Length), × " (Width), × " (Height) = Cubic Ft;
- (iv) Number of items per container each;
- (v) Gross weight of container and contents Lbs;
- (vi) Palletized/skidded [] Yes [] No;
- (vii) Number of containers per pallet/skid ;
- (viii) Weight of empty pallet bottom/skid and sides Lbs;
- (ix) Size of pallet/skid and contents Lbs Cube ;
- (x) Number of containers or pallets/skids per railcar *
 - (A) Size of railcar
 - (B) Type of railcar
- (xi) Number of containers or pallets/skids per trailer *
 - (A) Size of trailer Ft
 - (B) Type of trailer

* Number of complete units (line item) to be shipped in carrier's equipment.

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

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

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

(End of clause)

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

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

The DLA Troop Support Contracting Officer is the only person authorized to approve changes to, or modifications of, any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with DLA Troop Support Contracting Officer.

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

In the event the vendor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made to cover any costs associated with such change.

G-2 Correspondence

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

G-3 Invoices

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.]

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

(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)
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 Rations National Contract (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 Rations National Contract 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. Purchases made by the

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

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

NOTE: The terms and conditions of the individual component contract shall prevail in case of a conflict between the individual component contract and the MRE assembly contract.

H-1 Ordering RNC Components

Orders must be placed with no less than a 60 day lead-time, and must be placed in economic production quantities, unless the component contractor concurs and there is no additional cost. The required delivery date shall be 60 days from issuance of the delivery order. The Contractor may be permitted to accelerate deliveries upon notification to, and approval by, the MRE assembler. 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 FIFO Requirements

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

H-3 Bulk Component Packaging

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

Strict adherence to Good Manufacturing Practices, in accordance with Code of Federal Regulations (CFR), Title 21, Subpart A, Part 110.5, is required.

An appropriate level of sanitation will be maintained in the bulk product packaging area in accordance with the facility sanitation program.

Personnel involved in packaging operations will be provided with clean white frocks as needed.

The hands of personnel participating in bulk product packaging operations must be clean at all times and free from sores, cuts, and/or abrasions.

Personnel involved in packaging operations will be required to wear head coverings (hat or hair net) and beard nets, when appropriate.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)**H-4 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.

H10 AWARDEE REQUIRES NO ACCESS TO DLA CONTROLLED TECHNICAL DATA OR INFORMATION FOR CONTRACT PERFORMANCE (FEB 2020)

Awardee has confirmed it will not require access to DLA controlled technical data or information for contract performance, and it will provide items that conform to the current revision of applicable technical data.

H18 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS (FEB 2025)**SECTION I - CONTRACT CLAUSES****52.203-3 GRATUITIES (APR 1984) FAR****52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) FAR****52.203-14 DISPLAY OF HOTLINE POSTER (NOV 2021) FAR**

As prescribed in [3.1004\(b\)](#), insert the following clause:

(a) Definition.

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

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

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

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

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

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

Poster(s)	Obtain from
&ZF_203_14_01&	&ZF_203_14_02&
&ZF_203_14_03&	&ZF_203_14_04&

(Contracting Officer shall insert ---

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

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

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

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

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023) (41 U.S.C. 4712)**52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR**

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

52.2014-25, PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) (SECTION 889(A)(1)(A) OF PUB, L 115-232)

52.204-7 SYSTEM FOR AWARD MANAGEMENT -- REGISTRATION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-27, PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) (SECTION 102 OF DIVISION R OF PUB. L. 117-238)

52.204-30, FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - PROHIBITION (DEC 2023) (PUB. L. 115-390, TITLE II)

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

As prescribed in 4.208(c)(1), insert the following provision:

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (<https://www.sam.gov>) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI)*.

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to <https://www.sam.gov> to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

TIN: _____;

TIN has been applied for; or

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government; or

Offeror is an agency or instrumentality of the Federal Government.

(2) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

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SECTION I - CONTRACT CLAUSES (CONTINUED)

- Foreign government;
 International organization per 26 CFR 1.6049-4; or
 Other.

(3) *Common parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
 Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...	Then...
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—

- (i) Its immediate owner(s), if any;
(ii) Its highest-level owner, if any; and
(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner		
Highest-level owner		
Predecessor*		

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)**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 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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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.

(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.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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)

SECTION I - CONTRACT CLAUSES (CONTINUED)**2023) DFARS****252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) DFARS****52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION 2026-O0038) (FEB 2026) FAR****52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026) FAR**

As prescribed at 9.104-7(b), insert the following provision:

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means --

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in -

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026) FAR**52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR****252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) DFARS****52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR****52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES -- ALTERNATE I (FEB 2024) FAR**

Alternate I. As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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SECTION I - CONTRACT CLAUSES (CONTINUED)

[] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] Individual/concern, other than one of the preceding.

(End of provision)

52.212-4 TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR**52.215-6 PLACE OF PERFORMANCE (DEVIATION 2026-O0038) (FEB 2026) FAR**

As prescribed in 15.110(f), insert the following provision:

Place of Performance (Deviation Date)

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

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

Place of Performance

(Street Address, City, State, County, ZIP Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of Provision)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR**252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—BASIC (MAY 2024) DFARS****52.216-1 TYPE OF CONTRACT (DEVIATION 2026-O0038) (FEB 2026) FAR**

As prescribed in [16.105](#), complete and insert the following provision:

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of provision)

52.216-18 ORDERING (AUG 2020) FAR

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Contract Award** through **1825 days thereafter**.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **one month supply of the yearly estimate of each item** [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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), 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 2026-00038) (FEB 2026) FAR

As prescribed in 16.505(e), insert the following clause:

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after **90 days following contract expiration** [insert date].

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2026-O038) (FEB 2026) FAR**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2026-O0038) (FEB 2026) FAR****52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR**

As prescribed in 19.101(a)(2)(iii)(A), insert the following clause:

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

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

Small business concern --

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

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS

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SECTION I - CONTRACT CLAUSES (CONTINUED)

code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

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

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it is, is not a small business concern under *NAICS Code* assigned to *contract number* .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor 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 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 Contractor 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. [*Contractor to sign and date and insert authorized signer's name and title.*]

(End of clause)

52.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023) FAR

52.222-3 CONVICT LABOR (JUN 2003) 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 (DEVIATION 2026-O0038) (FEB 2026) 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 (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-41 SERVICE CONTRACT LABOR STANDARDS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-50 COMBATING TRAFFICKING IN PERSONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALLIBRATION, OR REPAIR OF CERTAIN EQUIPMENT - REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)**52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR****52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION 2026-O0038) (FEB 2026) FAR****52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION 2026-O0038) (FEB 2026) FAR****52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION 2026-O0038) (FEB 2026) FAR****52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (DEVIATION 2026-O0038) (FEB 2026) FAR**

As prescribed in 23.304(a)(1), insert the following clause:

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 23.108(d)(1), insert the following clause:

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

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as --

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

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

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

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

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

(End of clause)

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SECTION I - CONTRACT CLAUSES (CONTINUED)**52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (DEVIATION 2026-O0038) (FEB 2026) FAR****52.223-23 SUSTAINABLE PRODUCTS (DEVIATION 2026-O0038) (FEB 2026) FAR****252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS**

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).
(End of clause)

52.224-3 PRIVACY TRAINING (JAN 2017) FAR**52.225-1 BUY AMERICAN--SUPPLIES (DEVIATION 2026-O0038) (FEB 2026) (41 U.S.C. CHAPTER 83)****52.225-3 BUY AMERICAN--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT (NOV 2023)****52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES(DEVIATION 2026-O0038) (FEB 2026) (E.O.'S, PROCLAMATIONS, AND STATUTES ADMINISTERED BY THE OFFICE OF FOREIGN ASSETS CONTROL OF THE DEPARTMENT OF THE TREASURY)****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; 10U.S.C. 2302 NOTE).****252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (FEB 2024) DFARS****252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM — ALTERNATE I (FEB 2024) DFARS****252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS****252.225-7006 ACQUISITION OF THE AMERICAN FLAG (CLASS DEVIATION 2024-O0008) (FEB 2024) DFARS**

Insert the following deviation clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that exceed \$10,000 and that are for the acquisition of the American flag.

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) If the Contractor is required to deliver under this contract one or more American flags (Product or Service Code 8345), such flag(s), including the materials and components thereof, shall be manufactured in the United States, consistent with the requirements at 10 U.S.C. 4862 (commonly known as the

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SECTION I - CONTRACT CLAUSES (CONTINUED)

“Berry Amendment”).

(c) This clause does not apply to the acquisition of any end items or components related to flying or displaying the flag (e.g., flagpoles and accessories).

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

(End of clause)

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) DFARS**252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) DFARS****252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS**

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

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

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

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

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
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

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(2) Does not include equipment such as heating, cooling, or lighting.

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

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

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

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply --

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool --

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the threshold at Defense Federal Acquisition Regulation Supplement [225.7002-2\(a\)](#);

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the 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)

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SECTION I - CONTRACT CLAUSES (CONTINUED)**252.225-7013 DUTY-FREE ENTRY (NOV 2023) DFARS****252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) DFARS**

Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.

(End of clause)

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****252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS****252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS****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****252.225-7062 RESTRICTION ON ACQUISITION OF LARGE MEDIUM-SPEED DIESEL ENGINES (JUL 2023) DFARS****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****52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) FAR****52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) FAR****252.227-7989, RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION --OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0036) (FEB 2026)****DFARS 252.227-7990, TECHNICAL DATA - COMMERCIAL ITEMS (DEVIATION 2026-O0036) (FEB 2026)****DFARS 252.227-7997, VALIDATION OF ASSERTED RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)****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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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

52.232-17 INTEREST (MAY 2014) 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

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

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

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

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

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

Alternate wording may be negotiated with the contracting officer.

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SECTION I - CONTRACT CLAUSES (CONTINUED)**252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JAN 2023) DFARS****DFARS 252.237-7998, TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (DEVIATION 2026-O0023) (FEB 2026)****52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 2026-O0038) (FEB 2026) FAR****52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) FAR****52.242-13 BANKRUPTCY (JUL 1995) FAR****252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS****DFARS 252.244-7999, SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0015) (FEB 2026)****52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) FAR**

As prescribed in 46.311, insert the following clause:

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring
Quality Management Requirements Standard	ANSI/ISO/ASQ 9001	2015	Note 1

[Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.]

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

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

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

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

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

(End of Clause)

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 after 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****CONTINUED ON NEXT PAGE**

SECTION I - CONTRACT CLAUSES (CONTINUED)

final contract delivery [Contracting Officer shall insert specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect"].

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

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer.

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

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

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

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

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

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

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) DFARS

252.246-7008 SOURCES OF ELECTRONIC PARTS (JAN 2023) DFARS

252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER (JAN 2023) DFARS

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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 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)

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SECTION I - CONTRACT CLAUSES (CONTINUED)**52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR****52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR**

As prescribed in 52.107(a), insert the following provision:

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/?q=browsefar>

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

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of provision)

52.252-2 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)

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)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 40.205(a), insert the following provision:

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means --

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology --

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures.*

(1) *Covered telecommunications and video surveillance.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSCA Orders.*

- (i) The Offeror shall search in SAM for the phrase "FASCSCA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSCA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
- (ii) The Offeror shall review the solicitation for any FASCSCA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
- (iii) FASCSCA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations.* By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit) --

- (1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and
- (2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSCA Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSCA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification.* By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications.*

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer --

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if --

- (i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
- (iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure.*

- (1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the

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SECTION I - CONTRACT CLAUSES (CONTINUED)

contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

- (i) Contract number and order number, if applicable;
 - (ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
 - (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
 - (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
 - (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
 - (vii) Whether alternative products or services are available that would be compliant with the prohibition;
 - (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
 - (A) Brand;
 - (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
 - (C) Item description, as applicable.
 - (ix) Any readily available information about mitigation actions undertaken or recommended.
- (2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
- (i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at <https://dibnet.dod.mil>.
 - (ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
- (3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
- (h) *Executive agency review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.
(End of provision)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR**52.253-1 COMPUTER GENERATED FORMS (DEVIATION 2026-00038) (FEB 2026) FAR****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS****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.

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)

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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

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:

Line Item Number Country of Origin

(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":

Line Item Number Country of Origin (If known)

(End of provision)

252.225-7000 BUY AMERICAN STATUTE--BALANCE OF PAYMENTS PROGRAM CERTIFICATE)--ALTERNATE I (NOV 2014) DFARS

Alternate I. As prescribed in [225.1101](#) (1) and (1)(ii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products":

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Alternate I clause of this solicitation.

(b) *Evaluation.* The Government --

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

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

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

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

Line Item Number Country of Origin

(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":

Line Item Number Country of Origin (If known)

(End of provision)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION--REPRESENTATION (JUN 2023) DFARS

(a) *Definitions.* "Forced labor" and "XUAR", as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) *Prohibition.* DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) *Representation.* By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (CLASS DEVIATION 2024-00006, REVISION 1) (MAR 2024) DFARS

Use the following provision in solicitations that include the clause at 252.225-7967:

(a) *Definitions.* The terms *business operations* and *fossil fuel company* have the meanings given

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

in the 252.225-7967 clause of this solicitation.

(b) *Representation.* By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by --

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

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)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

NOTE: 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (DEVIATION 2026-O0038)(FEB 2026) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far-overhaul>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

Addendum to 52.212-1:

The following paragraphs of 52.212-1 are amended as indicated below:

1. **Paragraph (a), *Submission of Offers***, is amended as follows:

(a) Submission of offers.

A. Instructions for Proposals – General Information

i. The Government will utilize the Lowest Price Technically Acceptable (LPTA) process as a means of selecting the most qualified vendor to fulfill the requirements of this solicitation. Proposals will be evaluated based on technical factors and price in accordance with the evaluation criteria outlined in Section M of this solicitation. Accordingly, a Non-Price/Technical Proposal and a written Business Proposal shall be submitted as detailed below.

ii. An offeror may make an offer on one line item, or multiple line items. The proposal must be clear in which line item the offer is proposing on, and how many line items the offer is proposing on. Multiple awards may be made on a per-line item basis.

iii. The Government may make multiple awards or award all solicited items to a single offeror. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered,

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

unless the offeror specifies otherwise in the offer.

NOTE: Refer to Section A-1 for additional information.

B. Completed Solicitation

i. Offerors must return all pages of the solicitation and acknowledgement of any amendments with their offer, and fill-in and information requested in the solicitation. Offerors are responsible for carefully reviewing the entire solicitation to ensure they submit all information required by the solicitation no later than the time and date set for closing of offers.

ii. Submit completed, signed and dated offers as specified on page 4 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 4 at Block 8.

iii. Your written proposal must be prepared and submitted in separate parts as set forth in Section A Electronic submissions must be sent to the following email Melanie.ledoux@dla.mil & Tiendung.Nguyen@dla.mil. PDMs must be submitted as set forth in Section L Subsection D.

iv. OFFERORS SHOULD RETURN ALL PAGES OF THE SOLICITATION WITH THEIR OFFER, ALONG WITH ALL MATERIALS PERTAINING TO COMPLETE BUSINESS (PRICE) PROPOSAL AND TECHNICAL PROPOSALS DESCRIBED LATER IN THIS DOCUMENT. ADDITIONAL SUBMISSION REQUIREMENTS MUST BE SUBMITTED WITH INITIAL OFFER.

v. If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

vi. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must submit –

1. Completed Solicitation and Acknowledgment of Solicitation Amendments

2. Business (Price) Proposal

3. Technical Proposal

4. Offerors are required to submit one copy of The Integrated Pest Management Plan, Food Defense Plan, the Quality System Plan (QSP) and the Surge and Sustainment Plan. The Integrated Pest Management Plan, Food Defense Plan, Quality System Plan (QSP) and Surge & Sustainment Plan must be separate documents. Offerors shall provide a physical copy of the QSP to the address listed in Section E of this solicitation.

Note: If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

viii. Additional Submission Requirements

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

a. A cover letter may accompany the proposal to set forth any information an offeror wishes to bring to the attention of the Government. Offerors are required to submit one copy of the completed solicitation and one copy of the Technical Proposal and Business (Price) Proposal.

b. The Government reserves the right to verify any information presented in the Technical and Business (Price) Proposal.

c. In accordance with FAR clause 52.216-19, Order Limitations, deliveries shall be required within 60 days from date of issuance of the delivery order not to exceed 90 days from date of issuance of the delivery order. The Government reserves the right to make any part of the proposal a contractual requirement at time of award.

d. The Integrated Pest Management Plan, Food Defense Plan, Quality System Plan (QSP), Surge and Sustainment Plan must be submitted with the offeror's initial proposal, and therefore may be reviewed and discussed with offerors prior to award, but the submissions will not be evaluated as part of the technical proposal or be used to make a responsibility determination. Prior to contract award, the awardee(s) may revise these documents, as needed, to ensure these documents are determined acceptable by the Government prior to award. Failure to submit any of these documents, or failure to submit acceptable documents prior to award, may make an offeror ineligible for award.

C. BUSINESS (PRICE) PROPOSAL

i. Offerors shall submit their Business (Price) Proposal by completing the Bakery pricing spreadsheet below.

ii. The Government reserves the right to require information other than certified cost or pricing data, as defined at FAR 2.101 to support a determination of a fair and reasonable price or cost realism of any offer. (See FAR 15.403-1 (b)).

iii. Pricing for Bakery MRE component: The Business (Price) Proposal must include the completed pricing spreadsheet, or the same information in the same format, for each item for which the offeror intends to bid.

iv. Offerors must submit pricing for any RNC Bakery component item(s) on which they intend to bid. Pricing must be submitted for each offered RNC component line item for all five tiers on an F.O.B Destination basis. Failure to offer pricing on all five tiers of an offered 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 from this solicitation, including contracts that include only a single line item. Each offer should be priced accordingly. Only one price per line item, per tier will be accepted. Prices must be rounded to the nearest, fourth decimal point.

v. Tier 2 will follow Tier 1 upon expiration of that period, Tier 3 will follow Tier 2 upon expiration of that period, Tier 4 will follow Tier 3 upon expiration of that period, and Tier 5 will follow Tier 4 upon expiration of that period. Deliveries may fall outside of tier effective periods. However, prices will be based on the time an order is placed, not when an order is 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. See FAR 52.216-19 - Order limitations for more information.

vi. RNC Bakery components are F.O.B. Destination, and one price must be offered for all MRE assembler locations, which will be provided at a later date.

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**RNC BAKERY PRICING SPREADHSEET**

LINE ITEM	NSN	ITEM DESCRIPTION	ANNUAL EESTIMATED QUANTITY	TIER 1 (12 Months)	TIER 2 (12 Months)	TIER 3 (12 Months)	TIER 4 (12 Months)	TIER 5 (12 Months)	5 TIER TOTAL
0001	8920-01-610-1980	Cookie, Regular, Oatmeal, Chocolate Chunk, Crisp	1,515,000						
0002	8920-01-490-3557	Cookie, Regular, Oatmeal, Plain, Crisp	1,515,000						
0003	8920-01-732-0988	Muffin Top, Maple	1,515,000						
0004	8920-01-732-1008	Muffin Top, Cinnamon	1,515,000						
0005	8920-01-620-9442	Cake, Applesauce	2,030,100						
0006	8920-01-545-1391	Cake, Marble	2,030,100						
0007	8920-01-348-4694	Cake, Vanilla	2,030,100						
0008	8920-01-691-5153	Bread, Mini-Loaf, Sliced, Whole Wheat	3,030,000						
0009	8920-01-610-1857	Snack Bread, Fortified, White Wheat Snack Bread	1,515,000						
0010	8920-01-525-3622	Tortillas, Plain	4,545,000						
0011	8920-01-621-2384	Tortillas, Chipotle	1,515,000						
0012	8920-01-691-4844	Tortillas, Whole Grain	4,545,000						
0013	8920-01-588-9007	Snack Bread, Fortified, Multigrain Snack Bread	1,515,000						

D. NON-PRICE/TECHNICAL PROPOSAL

i. 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 Bakery component specification. Individual item specifications can be found in section C Technical/Quality Data subsection C-1.

Note: Please refer to section B-5 for additional information.

ii. Submission Process for Initial PDMs

106 Total PDMs of each Bakery component must be submitted/held as follows:

32 PDMs of each offered Bakery 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 offered Bakery component must be sent to DLA to the below address:

ATTN: MELANIE LEDOUX AND TIENDUNG NGUYEN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT - SUBSISTENCE DIRECTORATE
700 Robbins Ave.

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

PHILADELPHIA, PA 19111-5092 BLDG. 6B093

70 PDMs of each offered Bakery component must be maintained by the Contractor.

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 and DLA. 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.

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.

The contractor must retain a sufficient number of samples to be used by the contractor to verify that the production meets the PDM Standard.

Instructions for all submitted PDMs: The end or side of the Case must have a label, or be printed on the Case, with the following information:

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

Inside the cases sent to both DLA and DEVCOM, along with the PDM's, must be the required paperwork fully identifying the product, solicitation number, statement that 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.

iii. Offerors are required to submit Initial Product Demonstration Models (PDMs) for each Bakery component that they intend to submit an offer. The PDMs must be received no later than the time set for closing of offers. Offers will be evaluated to determine compliance with all characteristics listed for evaluation under 52.212-2- Evaluation— Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026) as provided later in this solicitation. Failure to furnish PDMs by the time specified in the solicitation may be cause for rejection of the entire proposal. An offer may be rejected under 52.212-1(c) for PDMs received after the time specified in the solicitation for receipt of initial offers, or after the time specified for any proposal revisions. A cover letter may accompany the offer to set forth any information you wish to bring to the attention of the Government.

The PDM is the standard to which all production under any contract resulting from this solicitation must conform.

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Offerors are cautioned that samples produced in test facilities may not match the product produced on the production line, which will result in rejection of the product.

Offerors must certify in writing 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). This certification must be submitted as a part of the offerors technical proposal. Failure of models to conform to the specification may result in rejection of the offer.

Offerors are required to submit PDMs for each RNC Bakery component item on which they intend to bid.

Note: Late submissions of PDMs may be the basis for rejection of the proposal.

E. ADDITIONAL SUBMISSION REQUIREMENTS

Offerors are required to submit an Integrated Pest Management Plan, Food Defense Plan, Quality System Plan (QSP), and Surge and Sustainment Plan with their proposals. These submissions will be reviewed for acceptability prior to award but will not be evaluated as part of the technical proposal or be used to make a responsibility determination. Failure to submit any of these documents may make an offeror ineligible for award. Prior to contract award, the awardee(s) must revise these documents, as needed, to ensure these documents receive an acceptable rating by the Government prior to award.

1. Integrated Pest Management Plan: Contractors and subcontractors must submit an Integrated Pest Management Plan based on the requirements stated in Section E. This plan must be submitted with the offeror's initial offer.

2. 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.

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. Surge and Sustainment Plan: Refer to provisions **C06 Surge and Sustainment (S&S) Requirements (FEB 2017) and L21 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) - DLA Troop Support - Subsistence (FEB 2017)** for Surge and Sustainment Plan requirements and submissions instructions. This plan must be submitted with the offeror's initial offer.

NOTE: OFFERORS THAT HOLD ANY CURRENT ACCEPTABLE PLAN(S) MAY NOT BE REQUIRED TO SUBMIT DOCUMENTS FOR THAT PLAN. THE OFFEROR MUST PROVIDE REFERENCE TO THE CONTRACT THAT THE PLANS WERE FOUND ACCEPTABLE WITH ITS CORRESPONDING DATE. DLA TROOP SUPPORT WILL DECIDE WHETHER OR NOT THE REFERENCED PLANS CAN BE ACCEPTED FOR THIS CONTRACT. TO BE CONSIDERED REFERENCED PLANS MUST HAVE BE RATED ACCEPTABLE WITHIN TWO YEARS OF THE SOLICITATION CLOSING DATE AND TIME.

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Note: Guidelines for acceptable plans can be found on the Troop Support Subsistence website under Related Links and Resources.

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

Note: The successful awardee(s) will be required to maintain an acceptable Integrated Pest Management Plan, Food Defense Plan, Quality Systems Plan, and Surge and Sustainment Plan throughout the life of the contract. The awardee (s) must have an Integrated Pest Management Plan, Food Defense Plan, Quality Systems Plan and Surge and Sustainment Plan approved by the Contracting Officer prior to contract award.

2. Paragraph (b), *Period for acceptance of offers*

The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers; initial, revised or final.

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:

The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.

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.

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.

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

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

"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.

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.

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.

L18 Surge and Sustainment (S&S) Requirements - Instructions to Offerors (FEB 2017)

Each offeror must describe in its proposal its ability to meet the S&S accelerated delivery specified for items critical to support the Department of Defense in conducting contingency operations. These S&S items are identified in Section VIII with quantities expressed as a Monthly Wartime Rate (MWR) or in a D1-D6 schedule. The S&S quantity and delivery requirements are in addition to peacetime quantities. S&S requirements may be met through access to production capability as well as contractor-owned or contractor-managed inventory or safety stocks.

Each offeror must include in its basic proposal a brief description of how it will ramp up to meet accelerated delivery and increased quantities (i.e., surge) and sustain an increased production and delivery pace throughout the contingency (i.e., sustainment). Additionally, each offeror must provide a separate capability assessment plan (CAP) to document its detailed technical approach for covering S&S requirements.

If the CAP recommends some type of Government investment, offerors must include their plan for refreshing or replacing S&S material consumed to ensure a continued surge capability. The CAP must include an exit strategy that describes the transition and ramp-down of S&S assets and any remaining Government investment not consumed before contract expiration.

Offerors must provide pricing within the electronic CAP submission for S&S requirements based on the schedule for delivering items in the offeror's CAP. When S&S pricing exceeds peacetime pricing, the offeror's proposal must include sufficient description to explain the rationale for the additional costs associated and provide a breakdown of costs to substantiate the pricing. This paragraph (4) does not apply to DLA Troop Support Subsistence.

L21 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) - DLA Troop Support - Subsistence (FEB 2017)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Offerors must submit the CAP for items identified with surge requirements in Section B of the solicitation.

The CAP must --

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.

Describe how the offeror will reduce peacetime production lead times by 50% to meet S&S requirements.

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.

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.

Identify competing priorities for the same resources, and ensure that meeting surge delivery requirements is independent of any other contracts or production requirements.

Identify the lead time for providing required S&S capability.

If applicable, include an exit strategy describing how to transition and ramp-down S&S assets and any Government investment.

**Addendum to DLA Procurement Note L21 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP)-
DLA Troop Support - Subsistence (FEB 2017)**

Offerors must submit the CAP for items identified with surge requirements in Section B of the solicitation. The CAP must --

1. Outline the offeror's method of addressing the S&S requirements defined as a percentage of annual demands. 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.

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

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 Bakery component item for the listed time frames in 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 Bakery item in accordance with the timelines cited below. This information should be submitted in the chart below, or separately in the same 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 below.

Line #	Item	Timeframe (In Days)						Total
		0-30	31-60	61-90	91-120	121-150	151-180	
1	Cookie, Regular, Oatmeal, Chocolate Chunk, Crisp							
2	Cookie, Regular, Oatmeal, Plain, Crisp							
3	Muffin Top, Maple, Whole Grain							
4	Muffin Top, Cinnamon							
5	Cake, Applesauce							
6	Cake, Marble							
7	Cake, Vanilla							
8	Bread, Mini-Loaf, Sliced, Whole Wheat,							
9	Snack Bread, Fortified, White Wheat Snack Bread							
10	Tortillas, Plain							
11	Tortillas, Chipotle							
12	Tortilla, Whole Grain							
13	Snack Bread, Fortified, Multigrain Snack Bread							

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

L06 AGENCY PROTESTS (DEC 2016)

SECTION M - EVALUATION FACTORS FOR AWARD

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

Note: 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far-overhaul>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

Addendum to 52.212-2:

The following paragraphs of 52.212-2 are amended as indicated below:

1. Paragraph (a), Evaluation Factors is amended as follows:**(a) Evaluation Factors.**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

A. Pricing:

i. 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 an acceptable PDM for any line item they intend to submit an offer on.

ii. Award(s) will be based on the technically acceptable offer with the lowest, total evaluated price to the 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.

iii. Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305. The Government will also evaluate the offeror's proposals to determine cost/price realism. Cost/price realism relates to an offeror's demonstrating that the proposed price provides an adequate reflection of its understanding of the requirements of this solicitation.

B. Technical Acceptability:

A technically acceptable offer is an offer that meets all of the terms and conditions of the solicitation and meets the acceptability standards for all technical factors. If an offer takes exception to any of the terms and conditions of the solicitation, then such exceptions must be listed and detailed on the first, separate page of the Technical Proposal, which must be titled, "Exceptions." CAUTION: If such exception(s) do not meet the acceptability requirements of the solicitation, then the entire proposal may be found technically unacceptable and ineligible for award. The rating methodology for the Technical Proposal will be Acceptable or Unacceptable. Failure to provide any information requested may cause an offeror's proposal to be found technically unacceptable and eliminated from further consideration for award. All required submissions must be received from offerors before the time set for solicitation closing. Untimely submissions may be cause for rejection of the entire offer. The following technical factors will be

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

evaluated and must be found acceptable for a proposal to be eligible for award:

i. Evaluation for Initial Product Demonstration Models (PDMs):

Offerors are required to submit technical proposals, including a Product Demonstration Model(s). Each technical proposal will be evaluated against the technical factors specified in the solicitation. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable and excluded from the competitive range regardless of the prices offered. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after the date and time set for receipt of initial offers.

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 receive an "Unacceptable" rating on an initial PDM will be given the opportunity to submit a Revised PDM. 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.

C. Additional Submission Requirements

These submissions will be reviewed for acceptability prior to award but will not be evaluated as part of the technical proposal or be used to make a responsibility determination. Failure to submit any of these documents may make an offeror ineligible for award. Prior to contract award, the awardee(s) must revise these documents, as needed, to ensure these documents receive an acceptable rating by the Government prior to award.

The Integrated Pest Management Plan, Food Defense Plan, Quality Systems Plan and Surge and Sustainment Plan will be reviewed on an acceptable/unacceptable basis, but will not be evaluated to determine an award decision. For all plans, a score equal to 90 points or higher shall determine that plan as acceptable.

NOTE: The successful awardee(s) will be required to maintain an Acceptable Integrated Pest Management Plan, Food Defense Plan, Quality System Plan (QSP) and Surge and Sustainment Plan throughout the life of the contract. The awardee(s) must have its Integrated Pest Management Plan, Food Defense Plan, Quality System Plan (QSP) and Surge and Sustainment Plan approved by the Contracting Officer prior to contract award.

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

1. The **Integrated Pest Management Plan** will be reviewed to determine acceptability.
2. The **Food Defense Plan** will be reviewed to determine acceptability.
3. The **Quality Systems Plan** will be reviewed to determine acceptability.
4. The **Surge and Sustainment Plan** will be reviewed to determine acceptability.

If an offeror does not understand these instructions, then that offeror should write/e-mail the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of offers to get an answer in time to meet that deadline. The Government will publish the questions asked and the answers given and distribute them to all other offerors under this solicitation.

A written notice of award or acceptance of an offer, mailed, Emailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M07 Surge and Sustainment (S&S) Evaluation (FEB 2017)

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.

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.

The contracting officer will include the S&S price in the overall price evaluation.

DLA Procurement Notes**C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)**

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

authorization of the contracting officer.

In the event that manufacturing phase-out or discontinuance of production of such items is

contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dsc.dmsms@dla.mil.

C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2020)

By submitting a quotation or offer, the contractor, if it is not the manufacturer of the item, is confirming it currently has, or will obtain before delivery, and shall retain documented evidence (supply chain traceability documentation), as described in paragraph (2) of this procurement note, demonstrating the item is from the approved manufacturer and conforms to the technical requirements.

At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, if available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

Contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website ([http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance- Program/](http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/)).

The contractor shall immediately make documentation available to the contracting officer upon request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for six years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the

contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

C06 Surge and Sustainment (S&S) Requirements (FEB 2017)

Definitions.

“Surge and sustainment (S&S)” means increased quantities and accelerated delivery rates required to meet Military Service requisitions across a broad spectrum of contingencies. The increased quantity and accelerated delivery rate are above and beyond the normal peacetime requirements “Capability Assessment Plan (CAP)” means the offeror's plan for covering S&S requirements, identification of competing priorities for the same resources, and date when the S&S capability can be attained. The offeror must provide the CAP as an attachment to its proposal when S&S items are identified in the solicitation. If the offeror cannot meet S&S quantity and delivery needs, the CAP must identify

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

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

The Government reserves the right to verify and test the S&S capability described in the CAP at any time during contract performance. The Government will prepare a test and verification plan and upon request the contractor must demonstrate its S&S capability.

If requested by the Government, the contractor must be prepared to provide a plan to participate in S&S validation and testing to verify the S&S capability described in the CAP. Participation in S&S validation and testing will be at no additional expense to the Government, and does not justify an equitable adjustment to the contract price. The plan must include methodology, rating criteria, labor, materials, and time required to conduct validation and testing. S&S validation generally entails verifying if the contractor and subcontractors have:

- a. Sufficient equipment, facilities, personnel, stock, prepositioned raw materials, production capabilities, and base resources;
- b. Agreements, networks, and plans for distribution (receiving, storing, packaging, and issuing);
- c. Transportation services to accommodate the S&S requirements in the contract;
- d. Examination of any in-house work;
- e. Review of the stock rotation plan; and
- f. Other contracts that impact the production of added or accelerated delivery of contract quantities. The testing/verification plan is required to be included in the offeror's proposal.

C07 Warstopper Program Material Buffer Availability (JUN 2020)

(1) The Warstopper Program material Buffer (Buffer) helps decrease lead times for raw material to support defense contracts relating to military systems with a wartime requirement. The World Wide Web Industrial Capabilities Assessment Program (WICAP) Website (<https://www.jccs.gov/wicap>) identifies current material buffer suppliers and materials. If buffer material is unavailable or the quantity of material is inadequate to complete the requirement, the contractor shall contact the contracting officer representative (COR) for guidance. When a buffer is established, the contractor shall use the following process to submit requests for buffer material. A contractor (or sub-tier contractor supporting a prime contractor) with a current, active U.S. Government contract shall submit a valid request to use buffer material to the COR for the respective buffer material. The COR will review the submittal and approve or disapprove the request. The contractor shall include the following information in the request:

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

Requestor's name;
U.S. Government contract number;
Defense Priorities and Allocations System (DPAS) rating;
Material specification;
Quantity required;
Required delivery date; and
Whether there is a pre-existing supply contract with the material buffer contractor.

If no prior contractual relationship exists between the contractor requesting access to the buffer material and the material buffer contractor, the material buffer contractor is authorized to enter into a contract to provide material from the buffer after the COR approves a valid request. The contractor shall include this action in the monthly report submitted to the COR. When requests exceed the buffer's maximum monthly material availability, the material supplier may negotiate phased delivery of material across the material monthly availability; or the Government COR may prioritize the release of the material at the Government's discretion.

The material price for contractors accessing the material buffer is the material price identified in any pre-existing contract with the material buffer contractor. The material price for contractors with no pre-existing contract with the material buffer contractor is the standard (not spot market levels) pricing for the material. Contractors using the buffer are solely responsible for costs of using the buffer, and the Government has no liability either for these costs or for delays or other effects arising from the use of the buffer.

The buffer material provided is not Government-furnished material, but is a normal vendor-to-vendor transaction with all applicable warranties and guarantees provided through the commercial transaction.

C14 Correction of Nonconforming Packaging or Marking (MAY 2020)

The Government may correct nonconforming packaging or marking for receipts of DLA-owned materiel if the estimated costs of correction are \$1,000 or less. The contracting officer will advise the contractor of the discrepancy and that the Government has corrected the packaging or marking. The contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

If the estimated costs of correction for receipts of DLA-owned materiel are more than \$1,000, the contracting officer will advise the contractor of the discrepancy and have the materiel returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. If the Government remediates the discrepancy, the contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**C20 Vendor Shipment Module (VSM) (JUN 2020)**

(1) The DLA Vendor Shipment Module (VSM) is a web-based system available to DLA contractors for obtaining current shipping addresses, two-dimensional bar coded shipping labels in accordance

with MIL-STD-129P, bills of lading, packing lists, and other shipping documentation. Contractors using VSM do not need to contact the transportation office prior to shipping items. Contractors can

use VSM to print labels for f.o.b. destination contracts and to print labels and arrange for shipping for

f.o.b. origin contracts.

To obtain information for contracts administered by DLA or to register as a VSM user, the contractor shall contact the DLA VSM Helpdesk at (800) 456-5507 or via email to delivery@dla.mil.

Before contacting the Government to advise that material is ready to ship, the contractor shall complete its VSM profile, to include regular business hours and observed holidays. The Government may request reimbursement for occurrences when the Government sends carrier equipment but is unable to pick-up a shipment because the material was unavailable or the contractor facility was closed.

To obtain information for contracts administered by DCMA, the contractor shall contact the DCMA VSM Helpdesk at (314) 331-5573 or vsm.shipments@dcma.mil.

M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)