



DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

IN REPLY REFER TO: DLA TROOP SUPPORT-FTRC (Stephen Granato 215-737-3839)

MEMORANDUM FOR DLA TROOP SUPPORT – T (T. Lyles)

August 23, 2017

This allocation request is for the acquisition of Food Packet, Survival, General Purpose. This is a mandatory source item for the National Industries for the Blind (NIB). This procurement will incorporate an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for three (3) tiers (years) with a separate price to be submitted for each of the 3 tiers. Tier 1 starts on the date of contract award and is in effect for 1 year following that date of award. Tiers 2 and 3 are to run consecutive thereafter and each will also be in effect for 1 year. The contract quantities are a minimum of 50,000 units and maximum of 150,000 units. This ration will be shipped to three different locations. Upon contract award, the initial order of 50,000 units (satisfying the minimum requirement) will be issued as follows:

NSN: 8970-00-082-5665
Purchase Request #70436044

| <u>Clin</u> | <u>Quantity</u> | <u>Location (DoDAAC)</u> |
|-------------|-----------------|----------------------------|
| 0001 | 20,000 units | Warner Robins, GA (SW3119) |
| 0002 | 20,000 units | San Joaquin, CA (W62G2T) |
| 0003 | 10,000 units | Susquehanna, PA (W25G1U) |

Please provide Unit Price: Tier 1 \$ _____

Please provide Unit Price: Tier 2 \$ _____

Please provide Unit Price: Tier 3 \$ _____

Inspection and Acceptance will be at Origin.
F.O.B. ORIGIN

Indefinite Delivery Contract:

This allocation will result in an IDIQ Contract, as mentioned above and as provided in FAR 16.5. This is also a Firm Fixed Price contract with a separate price for each of the 3 tiers. Delivery orders will be issued against the contract for the period of performance depending on Government requirements.

Product Demonstration Models (PDMs):

Product demonstration models are required for this contract.

Acceptable PDMs will be used as production standards. The approval of any PDM will not constitute waiver of the requirement that all delivered product must meet their contractual requirements such as, but not limited to; analytical requirements, physical requirements, microbiological requirements, and/or performance requirements.

1. The product shall comply in all respects with the technical data in this solicitation. Five (5) samples shall be sent to:

DLA TROOP SUPPORT
DIRECTORATE OF SUBSISTENCE - FTRC
ATTN: Stephen Granato
Building 6 - Section B092
700 Robbins Avenue
Philadelphia, PA 19111-5092

2. For product characteristics (processing, appearance, palatability, etc.), fifteen (15) samples shall be sent to:

U.S. Army Research, Development and Engineering Command
Natick Soldier Research, Development and Engineering Center
ATTN: AMSSD-NSC-CF-F (Jill Bates)
10 General Greene Avenue
Natick, MA 01760-5018

Additional Submission Requirements

Product Protection Plan:

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

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

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

In accordance with the Product Protection requirement identified above, the offeror shall submit its

Product Protection 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. An electronic copy of the DLA Food Security Checklist is available at:

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

If an acceptable Product Protection Plan including Product Protection Plans covered in the QSP (Quality Systems Plan) was previously submitted to DLA Troop Support, the offeror does not need to submit another Product Protection Plan with their offer. However, the offeror shall identify the office, name of the person the Plan was submitted to, and date of submittal. The previous Product Protection Plan shall apply to any award resulting from this solicitation.

The Contractor's Product Protection Plan will be evaluated to determine acceptability. To begin production for an award resulting from this solicitation, you must have an acceptable Plan.

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

Integrated Pest Management Plan (IPM):

Each contractor is to have an IPM program in place prior to the initiation of production of Government product. The IPM Plan and the associated pesticide labels and MSDS documents are not to be submitted to DLA Troop Support. The contractor shall have those documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. In addition, evidence of an insect or rodent infestation, foreign material or contamination involving any end item will be cause for rejection of the involved lot. The most current IPM program requirements can be found at Attachment I to this Allocation Letter, or on the DLA Troop Support website at:

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

An Integrated Pest Management Plan will be evaluated to determine acceptability. To begin production for an award resulting from this solicitation, the offeror must have an acceptable Plan.

If an acceptable Integrated Pest Management Plan was previously submitted to DLA Troop Support, the offeror does not need to submit another Integrated Pest Management Plan with their offer. However, the offeror shall identify the office, name of the person the Plan was submitted to, and date of submittal. The previous Integrated Pest Management Plan shall apply to any award resulting from this solicitation.

Contract production shall begin only after the approval of Product Samples, Integrated Pest Management Plan, and Product Protection Plan.

Attachment I:

Integrated Pest Management Program Requirements (dated 28 April 2011)

Attachment II:

Product Description and Specifications

Attachment III:

Packaging and Marking


Attachment IV:
Inspection and Acceptance

Attachment V:
Contract Clauses and Provisions

Attachment VI:
Reference Documents

If you have any questions please contact Stephen Granato at (215) 737-3839.

Sincerely,

A handwritten signature in black ink, appearing to read "Harry Streibich", written over a horizontal line.

HARRY STREIBICH
Contracting Officer
Chief – Operational Rations Division

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

28 April 2011

I. Scope and Applicability:

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

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

C. SECTION RESERVED

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

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

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

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

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

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

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

II. Integrated Pest Management (IPM) Program Concepts

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

B. Basic IPM Program Elements

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

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

A. Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.

2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.

3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris will be disposed of immediately. Waste receptacles will be kept covered at all times.

4. Inbound conveyances will be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation will be immediately reported to DLA Troop Support. Outbound conveyances will be inspected and rendered sanitary and pest free before loading.

5. Damaged product will not be placed in the general storage area. Damaged product discovered in the general storage area will be removed to a designated rework/salvage area. The rework/salvage area will be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, will be expeditiously disposed of with the approval of the Contracting Officer when required.

6. Ingredient mixing/batching rooms/areas will receive detailed attention to sanitation requirements. Product residues associated with such operations will not be allowed to accumulate.

7. The facility grounds will be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters will be kept covered at all times.

B. Product/Facility Inspections and Pest Surveillance

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

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

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

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

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

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

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

C. Facility Design, Maintenance, and Pest Exclusion

1. Roofs and walls will be maintained in a good state of repair to prevent leaks and accumulations of standing water.

2. All holes or gaps in interior and exterior walls will be sealed as necessary on a continual basis.

3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, will be properly screened.

4. All door entrances will be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors will be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation will be fitted with framed screen inserts to prevent insect entry.

5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients will be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches will be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, will be located at the lowest levels and consolidated for ease of monitoring and surveillance.

2. Two or more infestible components will not be located on a single pallet.

3. Proper stock handling practices, designed to minimize product damage, will be enforced throughout the course of contract operations.

4. Commercial ingredient items of an infestible nature will be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items will be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

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

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

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

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

F. Pesticide Selection and Application

1. Applicator and Pesticide Documentation

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

pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

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

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

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

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

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

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

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

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

IV. Required Notifications

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

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

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

DESCRIPTION/SPECIFICATION

TECHNICAL DATA FOR ASSEMBLY AND COMPONENTS

Specifications and related tier documents applicable to this solicitation:

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

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

C-1 DESCRIPTION/SPECIFICATION (ASSEMBLED FOOD PACKET, SURVIVAL)

FOOD PACKET, SURVIVAL, GENERAL PURPOSE, TPK-2 item, individual, 24 packets/container, PCR-G-001

NSN: 8970-00-082-5665

C-2 ITEM DESCRIPTION/SPECIFICATION FOR COMPONENTS

A. COMPRESSED BAR, CORN FLAKES CEREAL BAR; 40 gm flex pg (1 bar), PCR-C-084, Type IV, 8920-01-317-7604

B. COMPRESSED BAR, CHOCOLATE CHIP DESSERT BAR; 50 gm flex pg (1 bar), PCR-C-084, Type I, 8920-01-318-0776

C. COMPRESSED BAR, GRANOLA BAR; 40 gm flex pg (1 bar), PCR-C-084, Type III, 8920-01-322-6894

D. COMPRESSED BAR, SHORTBREAD BAR; 40 gm flex pg (2 bars), PCR-C-084, Type II, 8920-01-369-1435

E. WINTERGREEN TABLET; 28 gm flex pg, PCR-W-002, 8940-01-419-1562

F. SOUP AND GRAVY BASE, BEEF FLAVOR, REGULAR, POWDERED; 7 gm flex pg, CID A-A-20202, Type I, Class 1, Style A, 8935-01-124-6061

G. SOUP AND GRAVY BASE, CHICKEN FLAVOR, REGULAR, POWDERED; 7 gm flex pg, CID A-A-20202, Type II, Class 1, Style A, 8940-01-344-8744

H. TEA MIX, INSTANT, SWEETENED, REGULAR, LEMON; 14 gm flex pg, CID A-A-20183, PKG&QAP, Variety I, Style A, Type 1, Flavor b, Package C, 8955-01-266-1723

C-3 DATE OF PACK

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

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

C-4 MISCELLANEOUS REQUIREMENTS

A. COMPLIANCE WITH APPLICABLE REGULATIONS

1. The Contractor shall comply with 21 CFR §110 “Current Good Manufacturing Practice in Manufacturing, Packaging, or Holding Human Food” and all applicable regulations. The Contractor shall insure all sub-contractors comply with all applicable regulations. In addition, the contractor is required to comply with all with all applicable parts of the Code of Federal Regulations. For example, for low-acid canned-food manufacturers, 21 CFR §110 and §113 are applicable.

2. All products shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, processing, thermoprocessing, packaging, labeling, packing, storage, and distribution of those products and with all applicable provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder.

B. PERFORMANCE, PACKAGING AND QUALITY SPECIFICATIONS

1. This solicitation incorporates the individual Assembly Contract Requirements, Performance-Based Contract Requirements (PCR), Product Contract Requirements (PCR), Commercial Item Descriptions (CID), and Packaging Requirements and Quality Assurance Provisions (PKG&QAP) to form an integrated technical package.

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

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

4. The processing guidelines, salient characteristics, manufacturer’s/distributor’s product assurances, and regulatory requirements sections of military specifications in their entirety are applicable to this solicitation/contract.

C. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

1. As required by 48 CFR §246.408-70, Subsistence; AR 40-657/NAVSUP 4355.4H/MCO P10110.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory

Service; DLAR 4155.3, Inspection of Subsistence Supplies and Services; DLAD 52.246-9044, Sanitary Conditions; and as clarified by the Armed Forces Food Risk Evaluation Committee, all Operational Ration Food Components shall originate from establishments sanitarily approved for supplying the specific food item.

2. Sanitary approval is established by:

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

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

3. This requirement applies to all Operational Rations and all Operational Ration food components.

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

D. NUTRITIONAL REQUIREMENTS

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

2. The Nutritional analysis shall be generated by the Genesis® R&D Food Analysis and Labeling Software (ESHA Research, Salem, OR, USA), version 9.0 or higher. The analysis shall be sent electronically to NSRDEC (attn.: Julie Smith (julie.e.smith30.civ@mail.mil)). The Genesis® food list files shall be provided for a 100 gm portion.

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

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

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

a. Nutrients included shall be:

| 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 B ₂ | | Thiamin (B ₁) | milligram |
| Vitamin B ₆ | milligram | | Niacin (B ₃) | milligram |
| Vitamin C | milligram | | Vitamin B ₁₂ | milligram |
| Vitamin E (α-equivalents) | milligram | | Vitamin D | milligram |
| Calcium | milligram | | Folate | microgram |
| Iron | milligram | | Selenium | milligram |
| Phosphorus | milligram | | Copper | milligram |
| Sodium | milligram | | Magnesium | milligram |
| Zinc | milligram | | Potassium | milligram |
| Fluoride | 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. The “Integrated Pest Management (IPM) Program Requirements for Operational Rations,” of April 2011 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The IPM program shall be in existence prior to contract award. The IPM plan and the associated pesticide labels and MSDS documents are not to be submitted to DLA Troop Support, unless specifically requested by the Contracting Officer. The contractor shall have these documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. Evidence of any insect, rodent or pest infestation discovered in contact with materials or equipment used in the production of or found in an end-item component or assembly lot shall be cause for rejection of the involved lot. DLA Troop Support shall be notified when such pest activity has been found and informed of the corrective actions taken. IPM program requirements are found on the DLA Troop Support website at:
<http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>

F. FOOD DEFENSE

2. The submission and implementation of a Food Defense Plan is required for this DLA Troop Support Subsistence contract. A Food Defense Plan shall be in existence prior to start of production. The plan shall address those areas of concern listed in the DLA Troop Support Food Defense Checklist applicable to the contractor’s facility/operation. To download a copy of the DLA Troop Support Food Defense Checklist,
<http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>

or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Food Defense Branch (DLA Troop Support-FTSB). Submit Food Defense Plans to the applicable DLA Troop Support Contracting Officer. The Quality Audits & Food Defense Branch (DLA Troop Support-FTSB) is the only DLA Troop Support office authorized to review and approve Food Defense Plans. All Food Defense Plans are maintained and secured by FTSB.

G. CONTRACTOR SANITATION PROGRAM

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

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

H. ADDITIONAL REQUIREMENTS

1. Approval or acceptance of a Product Demonstration Model (PDM) shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

2. Components shall be utilized in assembly operation on oldest-date-of-pack basis. Contractor shall be solely responsible for the proper care and storage of all components.

3. Maximum stacking height of assembled unit loads shall not be greater than two high.

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

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

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

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

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

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

7. SHIPPING AND COMINGLING OF LOTS

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

(1) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc) and/or as authorized by the Contracting Officer.

(2) Assemblers shall assemble one (1) component lot at a time, i. e., one (1) component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow. Assemblers shall assemble on a first produced (and accepted) first out basis.

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

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

(1) Mixed lots are small quantities of components representing different lots. These lots may be received from suppliers and/or may include component

material from the salvage operation or other sources that has been determined to be conforming and authorized for use in assembly.

(2) Unit loads containing mixed code lots shall be identified as such by the use of unit load marking panels. The unit load marking panels shall list all the lots contained on the pallet; they shall be affixed to two sides of the unit load.

(3) The assembly contractor may periodically assemble the mixed lots into one lot. Mixed lot components shall be exhausted by assembling them into a final lot at least once every quarter but may be assembled into two consecutive production days if not more than once a month. For the purpose of precluding residual mixed lot components, all mixed lots components in-house prior to the final week of scheduling assembly production, shall be used in final assemblies delivered under this contract. When the original lot of a component is still available at the assembly plant, components, including inspection samples, will be returned to their original lot for assembly into finals.

PACKAGING, LABELING, PACKING, UNITIZATION, AND MARKING

PART I – TECHNICAL DATA FOR FOOD PACKET, SURVIVAL, GENERAL PURPOSE, ASSEMBLY

D-1. PACKAGING:

A. Packaging requirements applicable to the Food Packet and its assembly are specified in Section D-1 of the currently contractual Assembly Contracts Requirements (ACR) document.

D-2. LABELING:

A. Labeling requirements applicable to the Food Packet are specified in Section D-2 of the currently contractual Assembly Contracts Requirements (ACR) document.

D-3. PACKING:

A. Packing Level is B as described in MIL-STD-2073-1. Packing requirements applicable to the assembled ration shipping containers are specified in Section D-3 of the currently contractual Assembly Contracts Requirement (ACR) document.

D-4. UNITIZATION:

A. Unitization requirements are specified in Section D-4 of the currently contractual Assembly Contracts Requirement (ACR) document and DLA Troop Support Form 3507, *Loads, Unit: Preparation of Semiperishable Subsistence Items*.

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

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

^{2/} Three-stringer construction is acceptable.

D-5. MARKING:

A. ASSEMBLED RATION SHIPPING CONTAINERS: Assembled ration shipping containers shall be marked in accordance with DLA Troop Support Form 3556, *Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence* and as specified in Section D-5 of the currently contractual Assembly Contracts Requirement (ACR) document and as specified in the contract with the following exceptions:

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

8970-00-082-5665
FOOD PACKET, SURVIVAL, GP
24 PACKETS
WT. _____ CU. _____
CONTRACT NO. _____

NAME, ADDRESS, AND ZIP CODE OF ASSEMBLY CONTRACTOR (e.g. TEFCO, INC.,
BROOMALL, PA 19101

U.S. GOVERNMENT PROPERTY – COMMERCIAL RESALE IS UNLAWFUL

2. The following markings shall be included on the side panel immediately to the right of the marked end of the shipping container:

DATE OF PACK/LOT NUMBER _____ 3/, 4/
INSPECTION/TEST DATE _____ 5/, 6/, 7/

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

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

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

6/ The Shipping containers shall contain all of the required marking. The ration assembler shall be responsible for applying the required markings. The shelf-life for the assembled ration is 60 months at 80°F and shall be used in computing the Inspection/Test date.

7/ To calculate Inspection Test Date (ITD), add shelf life value to Date of Pack. Example: If Date of Pack is 5/25/2014 and shelf-life is six years, then ITD is computed as follows: 5/14 + 5 = ITD 5/19.

3. The Armed Forces symbol for Subsistence shall be applied to the right and adjacent to the identification/contract data markings. The color of the crescent shall be in contrast to the applied surface.

4. Vertical or “picket fence” configuration bar code markings or label (representing the National Stock Number (NSN) and contract number shall be applied in an area adjacent to the identification/contract data markings. When space does not permit placing all of the bar code markings on one surface of the shipping container, the bar code markings will be placed on an adjacent side of the container. The bar code markings shall be placed a minimum distance of 1 inch from the top or bottom edges of the container and .5 inches from the side edge of the container. A minimum distance (quiet zone) of 0.25 inch from the nearest identification marking will be maintained. The bar codes shall be applied in either of the following format: (1) stacked on three separate lines (left hand start characters vertically aligned) or (2) applied in line with NSN preceding the contract number. A minimum space of 0.5 inch separating the bar codes shall be maintained. On fiberboard shipping containers, either bar code labels or direct printing are acceptable. If labels are used, the bars shall be black with a background earth tone color such as tan, beige, taupe or green.

B. Assembled unit loads shall be marked in accordance with DLA Troop Support Form 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence.

D-6. SECTION D CLAUSES:

Active Radio Frequency Identification (aRFID) Tag Requirements for OCONUS Shipments

The contractor shall prepare and affix RF Tags to shipment containers, for all OCONUS shipments, and special CONUS training exercises as directed, in accordance with the following Radio Frequency (RF) tag requirements:

I. DEFINITIONS

RADIO FREQUENCY (RF) TAG: A small radio transceiver that can store user defined data in nonvolatile, read/write memory, and can be monitored and controlled by other devices. RFID tags may be “active”, which contain their own power source, or “passive”, which receive their power from an interrogator by RF transmission.

aRFID INTERROGATOR: Electronic device used to detect, “read” and “write” specific information on a RF tag.

aRFID RETRIEVER COMPUTER: An industrial computer configured to receive signals via data cable from the aRFID Interrogator and “upload” aRFID Tag information via a phone line/network connection to destination server. It has no monitor or keyboard.

aRFID LAPTOP WRITE-STATION COMPUTER: A “laptop” computer configured to “write” tags in conjunction with a aRFID Interrogator.

aRFID WRITE SOFTWARE: The Government-owned software used in conjunction with aRFID equipment to gather aRFID tag data on military-sponsored shipments and report information for compilation in Government databases on regional servers for In-Transit Visibility.

TAG DOCKING STATION: An electronic device used to transmit data electronically from the laptop computer to the aRFID tag.

II. GENERAL INFORMATION

It is the objective of the Government to use aRFID Technology for all Class I (Food) containers going OCONUS in order to maintain Total Asset Visibility (TAV) of subsistence on the battlefield. The Army has incorporated RFID Technology into its Joint Vision 2010 Focused Logistics Program.

The aRFID application software to be used for aRFID tagging of OCONUS shipments is Government-owned. The Government shall provide the RF Write software and technical services required to facilitate implementation of RF tagging of shipments.

This includes surveying the Contractor/Supplier (hereinafter the “Contractor”) site for RF site preparation, installation and testing of hardware and software, installation of communications software interfaces to Government servers, and training vendor personnel to use the integrated software and hardware composing the RF tag “write” and “read” capabilities.

The Government points of contact (POC) for acquiring the aRFID software and technical services are:

Program Executive Office, Enterprise Information Systems
Product Manager for Automatic Identification Technology (PEO EIS, PM AIT),
help.rfitv@us.army.mil
Phone number: (800) 877-7925 or (703) 439-3850.

III. RF EQUIPMENT AND EQUIPMENT SUPPORT

HARDWARE: All aRFID equipment will be Government-Furnished Property (GFP). The Contractor shall contact and coordinate with the Government POCs for the delivery, installation and configuration of the RF Computers and RF Interrogator units; for initial inventory of RF tags; and for any other assistance or advice required.

Note: FAR clause 52.245-4, Government Furnished Property (Short Form) shall apply to all GFP provided to the Contractor.

1. aRFID Retriever Computer: Each Contractor will be supplied with one (1) aRFID Retriever Computer. The computer will have aRFID read software installed and has no keyboard and no monitor. It will automatically receive data from the RF interrogator and forward it to a regional server using a telephone line (toll-free number) to be provided by the Contractor.

2. aRFID Laptop Write Station: Each Contractor will be supplied with one (1) aRFID laptop computer configured with RF Write software. Connected with a RF Interrogator or a Tag Docking Station, this unit enables the Contractor to write shipment information to RF tags, and to up-load the written tag data to a regional server using a telephone line (toll-free number) to be provided by the Contractor.

3. aRFID Interrogators: Each Contractor will be supplied with aRFID Interrogators required for visibility of shipments as they enter and leave the contractor facility. The number of interrogators required will be determined during the site survey. The contractor may also be supplied with an aRFID interrogator for the aRFID laptop write station unless an aRFID tag docking station is utilized to write the tags.

4. aRFID Tags: The aRFID Tag model include ST 654/656 “active” tag with its own database engine and file system. It features 128 bytes of read/write memory and supports tag-initiated communication triggered by system sensors. It is hermetically sealed, waterproof, and able to withstand the shock and vibration of transportation. One (1) aRFID Tag model ST-656-1 is required for each container shipment. The initial inventory of aRFID Tags shall be provided by the Government for use on Government-sponsored shipments.

B. SOFTWARE: The Government will furnish all application software, and perform all actions required to install and test software, and then train Contractor personnel to use software and equipment to perform required aRFID tag activities.

C. aRFID INFRASTRUCTURE SUPPORT:

The Government shall coordinate and conduct a site survey of the vendor facility for installation of the RF equipment. The Contractor shall provide and prepare physical locations for aRFID equipment in accordance with the site survey.

The Contractor will provide the following infrastructure for the aRFID interrogator “read” station:

Mounting of a (GFP) bracket plate to support the aRFID Interrogator. The Government shall provide the bracket to the Contractor as GFE.

Installation of an un-switched 110VAC or 220VAC (as required) receptacle within two feet of the interrogator mount.

Installation of conduit or pathway for running of a data cable between the aRFID Interrogator and the aRFID Retriever Computer.

Shelf space for the aRFID Retriever Computer and installation of an un-switched 110VAC or 220VAC receptacle within two feet.

Installation of a telephone line near the aRFID Retriever Computer capable of dialing a toll-free number.

The Contractor will provide the following infrastructure for the aRFID laptop write station:

Shelf space with a 110VAC receptacle within two feet of the aRFID laptop write station location.

A telephone line near the aRFID laptop write station capable of dialing a toll-free number. The telephone line can be the same telephone line as installed in paragraph 2.5 above.

The Government shall install and test aRFID equipment after the supplier has completed site preparation work. The vendor shall provide assistance to the equipment installation team to facilitate installation and testing and to insure access to aRFID equipment locations.

VI. PROCEDURES

Each Contractor shall input data, or “write”, one aRFID tag for each OCONUS container load, or CONUS container when directed by the DLA, TROOP SUPPORT/E Item Manager, and affix the aRFID tag to the Container by the most secure method available, behind the locking bars. Each aRFID tag shall be written to contain the data attached, formatted as specified by the data definition for the 128k aRFID tag. The Government will provide training for contractor personnel to “write” the data to tags, and to “read” and upload tag data upon shipment container departure from contractor location. The data format is in the Operational Prototype Total Asset Visibility, TIPS-Write Import Document, 09 Sep 02, at attachment 1.

The Contractor shall be responsible for replenishing and maintaining its inventory of aRFID tags. The replenishment RF tags will be provided as Government furnished property (GFP), at no cost to the Contractor. Note however, that the Contractor shall be fully liable for any/all loss or damage of aRFID Tags in their possession. The Contractor shall obtain its replenishment RF Tags from the Defense Distribution Center for aRFID Tags:

Defense Distribution Center
Bldg 54, Bay D-5 (J4/5)

New Cumberland, PA 17070
E-mail: delivery@dla.mil
Please put in the subject line of the email:
aRFID TAG REPLENISHMENT REQUEST
Telephone: 1-800-456-5507

OCONUS Contractors shall remove all aRFID Tags affixed to containers delivered from CONUS origin, and retain for re-use. When the RF tag is removed from the container, the contractor shall invert the battery to deactivate the tag until it is ready for re-use. The removed/retained tag(s) should be reported on the Monthly aRFID Tag Inventory Log described in para. D below. Quantities of aRFID tags over the amount needed for normal operations will be stored until collected by field service engineers during regular aRFID maintenance visits.

Maintenance of GFP Hardware/Software: The Contractor shall promptly and directly contact the following for any maintenance/repair required for any aRFID Tag GFP hardware or software at:

E-mail: help.rfitv@us.army.mil
Toll-free: (800) 877-7925
Commercial: (703) 439-3850

The Contractor shall maintain a log for its inventory/use of aRFID Tags. The aRFID Tag Inventory Log shall, at a minimum, contain the following information and dates: initial inventory; detail of each aRFID Tag shipped (e.g. aRFID Tag serial #, container #, TCN, date shipped, destination); detail of any aRFID Tag returned to the RFID Mgmt Center; replenishment quantity, on-hand inventory. In addition note any aRFID Tags that are damaged or unserviceable. OCONUS Contractors shall include and detail aRFID Tags removed/retained from CONUS containers (e.g. aRFID Tag serial #, container #, TCN, origin,). This information shall be promptly provided by the Contractor on a monthly basis (the first week of each month) to the Contracting Officer or authorized Contracting Officer's Representative (COR), Program Executive Office, Enterprise Information Systems, Product Manager for Automatic Identification Technology (PEO EIS, PM AIT), help.rfitv@us.army.mil or Phone number: (800) 877-7925 or (703) 439-3850.

Upon request of the Contracting Officer, or COR, the Contractor shall promptly return any, or all, GFP RF Tags to the DDC RFID Management Center above. The Contractor shall prepare aRFID Tags for shipment as directed by the Government POCs, and shall make such shipment to the Defense Distribution Center at its own expense. The Government will not make payment for any return shipments.

1 Reference: Operational Prototype Total Asset Visibility, TIPS-Write Import Document, 09 Sep 02.

(End of clause)

PART II – TECHNICAL DATA FOR RATION COMPONENTS

D-1. PACKAGING

A. Packaging requirements applicable to the Food Packet components are specified in the component's technical specification document:

1. For Performance-Based Contract Requirement and Product Contract Requirements (PCR) components: Packaging requirements are specified in Section D-1 of the PCR.

2. For Commercial Item Description (CID) components: Packaging requirements are specified in Section D-1 of the CID's Packaging Requirements and Quality Assurance Provisions (PKG&QAP)

3. For CID A-A-2020B, Bouillon (Soup and Gravy Bases): the product shall be packed into commercial style filled and sealed laminated packaging material containing gas and moisture barrier properties sufficient to provide the required shelf life.

D-2. LABELING

A. Labeling requirements applicable Food Packet components are specified in the component's technical specification document:

1. For Performance-Based Contract Requirement and Product Contract Requirements (PCR) components: Labeling requirements are specified in Section D-2 of the PCR.

2. For Commercial Item Description (CID) components: Labeling requirements are specified in Section D-2 of the CID's Packaging Requirements and Quality Assurance Provisions (PKG&QAP)

3. For CID A-A-2020B, Bouillon (Soup and Gravy Bases) the labeling shall be in accordance with the requirements of Section 11 of the CID.

D-3. PACKING:

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

D-4. UNITIZATION:

A. It shall be the responsibility of the Assembly Contractor to ensure that components shipped to a unit packager and/or to the assembly point are unitized or otherwise shipped to

assure product compliance with applicable end-item requirements and to be in accordance with applicable Federal and/or State regulatory requirements.

D-5. MARKING:

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

B. The marking of product shipping containers shipped to a unit packager and/or to the assembly point shall be in accordance with applicable Federal and/or State requirements.

C. The lot number on the shipping container may be “in the clear”, a Julian date code, or other such code must be explained in a letter to the Contracting Officer and the applicable inspection personnel.

INSPECTION AND ACCEPTANCE

Saving and reserving all rights under the inspection requirements (FAR Clauses 52.246-2), the procedures of inspection and acceptance will be as follows:

E-1. Army Public Health Center is designated cognizance for the support of the Government's quality assurance requirements at the assembly facility. When Army Public Health Center is designated cognizance for the support of the Government's quality assurance requirements, the responsibilities and authorities cited in the regulations, command policies, etc. of the respective agency and those regulations, command policies, etc. to which that agency is subject, are applicable to the contract in conjunction with the quality assurance requirements of the contract.

E-1-A. Government verification inspection and testing (conducted by the GQAR or Government laboratory) shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the contracting officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless the contractor's lot submittal package (inspection/test results-including analytical testing) provided to the GQAR indicates conformance to ALL contractual requirements

E-1-B. Compliance with all examinations ^{1/} contained or referenced in Sections E, Inspection and Acceptance, of PCR-C-084 and PCR-W-002 shall be verified by the GQAR by the product supplier's Certificate of Conformance (CoC). If government verification examination is performed on a filled and sealed lot, product shall be examined in accordance with the applicable Performance-based Contract Requirements (PCR) document.

1/ Shipping container and marking examinations contained in PCR-C-084 and PCR-W-002 are not required.

E-1-C. Compliance with all tests contained or referenced in Sections E, Inspection and Acceptance, of PCR-C-084 and PCR-W-002 shall be verified by the GQAR by the product supplier's Certificate of Analysis (CoA). If government verification testing is performed for moisture on a filled and sealed lot, product shall be tested in accordance with the applicable Performance-based Contract Requirements (PCR) document.

E-2. Particular Requirements for Ration Assembler

E-2-A. The word "contractor" as used herein, shall mean the ration assembly/sub assembly contractor to which this contract applies.

E-2-B. The contractor will have a quality assurance program (QAP) that supports continuous improvement in the particular requirements applicable to the Food Packet, Survival, General Purpose, as outlined herein.

E-2-C. The contractor will perform inspection in accordance with the requirements of the assembly requirements document ACR-G-001, all examinations and tests contained or referenced in Section E of ACR-G-001, and in accordance with this solicitation.

E-2-D. The contractor shall have performed all inspections required to demonstrate product compliance with all examinations^{2/} and tests contained or referenced in Sections E, Inspection and Acceptance, of PCR-C-084 and PCR-W-002, as applicable.

2/ Shipping container and marking examinations contained in PCR-C-084 and PCR-W-002 are not required.

E-2-E. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual 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-2-F. Plan for the Inspection Job (PIJ)

(A.) Prior to initiating production of supplies, the contractor must furnish information to and cooperate in the completion by the QAR of DLA Troop Support 3587 (Plan for the Inspection Job (PIJ)) which may include, but not necessarily be limited to, the following data or information:

1. Detailed production schedule.
2. Lot size, lot presentation, and sampling procedures and techniques.
3. Facilities to be provided Government personnel.
4. Name(s) and title(s) of authorized contractor representatives.
5. Agreement that the cognizant quality assurance service will be notified in advance of each day's production so that arrangements can be made by the Government to have Quality Assurance Representatives (QAR) available.
6. Procedures for notification of critical defects, ex. swellers, leakers and/or excessive amounts of defects being found.

(B.) The PIJ prepared by the QAR is deemed complete and approved for the production of supplies as described therein when dated and signed by the contractor and the QAR. A copy of the completed and signed PIJ and subsequent revisions shall be submitted to DLA Troop Support-FTSB. Preparation of this document may require preproduction/post-award conferences between Government and contractor representatives. The contractor shall sign and date the PIJ to signify agreement to all terms and conditions therein. Production of supplies shall not commence until the document is signed by both parties. The document may remain in effect for subsequent contracts provided it is reviewed (revised as necessary) at quarterly intervals, initialed and dated by the contractor and the QAR to certify currency. The document shall be revised/amended prior to production of new items not included in the basic document or whenever significant changes occur in contractual inspection documents that necessitate modification. When signed by both the contractor and the QAR, the PIJ document is contractually binding. Failure of the contractor to comply with the document will be reported by the QAR to the contracting officer for appropriate action for noncompliance with the inspection requirements of the contract.

However, occasional minor deviations from the scheduled production hours or lot size(s) cited in the PIJ may be approved by the QAR for cogent reasons. The contractor shall make no changes

in the approved PIJ document without submitting a written request detailing the change and receiving written approval from the QAR. In the event the contractor and the QAR cannot agree on any detail of the content of the document, the QAR shall refer the conflict to the contracting officer for resolution.

E-2-G. Traceability Requirements and Examination

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

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

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

Each lot of assembled rations shall be examined to determine compliance with lot traceability requirements prior to shipment. The examination shall be accomplished by using the same sampling plan and samples examined under paragraph E,C,(2) Assembled food packet examination, of ACR-G-001. AQLs are not applicable for the traceability examination. The component lot numbers are recorded from the samples and compared against the lot traceability records provided by the assembler. A defective component lot number is a code which does not correlate with traceability records. Missing or illegible component lot numbers are not to be scored as defects unless there is reason to believe that the component represents a lot other than a lot listed by the traceability records. The finding of any defect will be cause for rejection of the lot.

E-2-H. Receipt Inspection at Assembly

The supplies and component delivered to the assembler shall be subject to receipt inspection at destination in accordance with the following criteria:

All items delivered will be inspected in accordance with the assembler's receipt inspection program. Inspection shall be at a minimum, for count, condition, identity, and the presence of any internal infestation or foreign material. The receipt inspection will be at a minimum inspection level of S-3 of ANSI/ASQ Z1.4. Defect classifications correspond to the origin acquisition document's defect classifications. The receipt inspection program will be verified by the Army Public Health Center Veterinary Inspection personnel at the assembly plant. Final responsibility for acceptance or rejection of the product will rest with the government inspector: however, the government may base its decision on the contractor's

inspection results. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot.

As part of the exam for condition, condition of seals will be determined for bullions and teas by placing samples in a bell jar, desiccator, or similar apparatus by which a vacuum will be drawn (use no more than 15 inches of mercury for 30 seconds), after closed package visual examination and prior to open package examination, in order to determine if seals are intact. Any package that does not swell to a tightly distended form shall be classified as a defect.

Grand lotting of more than one production lot of homogeneous components within a shipment for the purpose of receipt inspection is authorized. Homogeneous components are defined as items procured by identical prime acquisition documents. When more than one lot in a shipment is inspected as a single homogeneous lot, acceptance or rejection of the homogeneous lot will be based on the result thereof.

E-2-I. Subcontracts

(1.) The contractor agrees that the Government shall have the right to perform a source inspection of components to be used in the manufacture of the supplies covered herein whenever the contracting officer deems such an inspection appropriate; where source inspection requires the additional consent to inspection from subcontractor, the contractor agrees to obtain such consent.

(2.) The prime contractor shall furnish with his offer a written certificate to the contracting officer as to the name of the subcontractor(s) utilized, including location and item procured. This includes the suppliers of the packaging and packing materials requiring source inspection by the DCMAO Quality Assurance Representatives. In the event the listing needs to be revised after award is made, the prime contractor shall furnish a revised listing to the Contracting Officer.

(3.) The prime contractor shall be responsible for the performance of all subcontractors. The prime contractor shall impose the responsibility for quality control, inspection, and providing inspection records on subcontractors, as required to insure compliance with specifications and conformance to contract requirements. Such inspections shall be accomplished by contractors, subcontractors, or when required by the applicable federal inspection agency at contractor or subcontractor expense. However, to the extent that the offeror does propose to utilize subcontractors for the performance of this contract, determination by the Contracting Officer of the prospective subcontractor's responsibility will be necessary in order to determine the responsibility of the offerors; and this determination of responsibility shall be based on the same factors as are applicable to the determination of the responsibility of the offeror.

(4.) To enable the contracting officer to make a determination of responsibility, each offeror must furnish with his offer the name and address of each subcontractor from whom it proposes to obtain the component(s).

E-2-J. Additional Sanitary Conditions Requirement for Dairy Ingredients

All plants providing dairy ingredients, including non-dairy creamer, must be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command as cited in paragraph (1) of Clause 52.246-9044 SANITARY CONDITIONS as used in this solicitation. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) of

Clause 52.246-9044 SANITARY CONDITIONS. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

E-2-K. 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. 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.

E-2-L. General Inspection (Examination/Testing) Requirements

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

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

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

E-2-M. Operational Ration Component Lot Number and Lot Inspection

A lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples

may be drawn during production of the lot. If stratified sampling is utilized (drawing sub-samples 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 makeup 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).

E-2-N. Rework Of Nonconforming Product Pre or Post Acceptance

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

(A.) Corrective Action (Rework/Screen Inspections) Taken Prior to Government Inspection (Receipt, In-Process And End-Item Inspections): Unless otherwise specified below, all reworks and screening inspections conducted prior to the initial Government 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.

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. When a contractor determines as a result of his end item inspection(s) or QAP 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 Contracting Officer for a waiver for the nonconforming requirement. If the Contracting Officer approves the waiver request for a specific requirement, the written waiver approval shall be provided to the GQAR when the supplies are presented for Government Verification Inspection (the skip-lot inspection does not apply in this case). The GQAR shall only inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request nonconforming supplies to be inspected by the GQAR, after the waiver for the nonconforming requirement has been provisionally approved, 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. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

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

1. Insect or Rodent Infestation/Contamination: Reworks must be approved by FTR/FTSB.

(a) Any product that is offered to the Government that has been produced using a bulk product or an ingredient product lot(s) that has, at any time, been identified as containing or having contained evidence of insect or rodent activity must be approved by FTR. When product is presented for Government verification, the Government QAR must be informed and provided

documentation identifying the evidence of insect or rodent activity and all corrective action taken to render the bulk/ingredient product serviceable.

2. Food Safety and Foreign Material:

(a) All corrective actions performed on product due to foreign material and/or processed/unprocessed container mix-ups must be approved by FTR. NOTE: In addition to FTR approval, approval by the cognizant regulatory agency, FDA, USDA-FSIS, or USDC, is required.

(b) Any product that is offered to the Government that has been produced using a bulk product or an ingredient product lot(s) that has, at any time, been identified as containing or having contained foreign material must be approved by FTR. When product is presented for Government verification, the Government QAR must be informed and provided documentation identifying the foreign material and all corrective action taken to render the bulk/ingredient product serviceable.

(c) Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is presented for Government end item verification inspection. If the producer fails to provide enough information/data in the case of a deviation, the GQAR shall contact FTR for approval to proceed with the Government end item verification inspection.

(d) Retesting/reinspection/rework of product that tested positive for food borne pathogens is not authorized.

(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 and must be approved and coordinated with the Specification Preparing Activity (Natick) through the applicable contracting officer.

3. Container Integrity Defects: All reworks due to container integrity defects (critical defects only) noted during the producer's end item inspection, the Government's final lot end item verification inspection, the Government's or assembler's receipt inspection, or noted when the established action number/level (as cited in the contractor's QAP) is exceeded during the in-process assembly operation must be approved by the applicable contracting officer, unless a 100% container rework of the entire lot is conducted at source or at the assembler. All containers exhibiting the same or other container integrity defects must be removed during the 100% container rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected, as applicable, by the GQAR at the location of the rework using the next larger sample size (for example, 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.

4. Second Time Reworks: All second time reworks must be approved by the applicable FTR contracting officer.

5. Nonconformances Noted During Government Inspection for End Item Compliance: All rework requests submitted for defects noted during Government inspection for end item compliance must be approved by the applicable contracting officer, unless exempted under paragraph 3 above.

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

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

8. All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. See "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies". After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size."

(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. In addition to any action taken, the contractor must reevaluate their documented QAP and/or the implemented corrective and preventive action program by an internal audit and results must be submitted to FTSC. 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-2-O. Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies

(A.) When the requirements cited in the section of this solicitation/contract entitled "Rework of Product Pre or Post Acceptance" require that a written request for deviation, waiver, rework, or reinspection must be furnished, as appropriate, to the Contracting Officer and cognizant GQAR, that request shall at a minimum contain the following:

1. Contractor's name and address.
2. Contract number, lot number(s), and quantity.
3. Item nomenclature and NSN, whether a component or end item.
4. Specification number, table/paragraph number, sample size, AC/REJ number(s), defect number(s), number of defects. Identify the pouch codes of defective units.
5. Classification of defects: Critical _____ Major _____ Minor _____
6. Cause of nonconformance or deviation, and corrective and preventive action.
 - a) State the root cause of the deficiency.
 - b) State the corrective action and the preventive action contractor has taken/will take to preclude recurrence.

- c) If preventive action is not possible, state why.
- 7. If deviation/nonconformance is of a recurring nature, the frequency of occurrence and date/contract/lot number of last occurrence.
- 8. Effect on cost/price.
- 9. Effect on delivery schedule.
- 10. Full justification for request for deviation, waiver, rework or reinspection.
- 11. Submit in-process data (MPC, SPC) and contractor and Government end-item records for the involved lot(s). Submit retort records, copy of process schedule and letter from Processing Authority if a process deviation.
- 12. Applicable to the defect found or class of defects for critical defects, identify the situations where the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

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. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

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

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

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

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

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

E-3. FAR Clauses

- 52.246-2 Inspection of Supplies -- Fixed-Price (AUG 1996) FAR**
- 52.246-15 Certificate of Conformance (APR 1984) FAR**

E-4. INSPECTION AND ACCEPTANCE AT ORIGIN (RATION ASSEMBLER)

.....(a) The following is applicable to this acquisition:

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

.....Acceptance at (X) Contractor's Plant, () Destination, upon execution of Receiving Report in Wide Area Work Flow by the authorized government representative.

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

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

Plant: _____

Street: _____

City/State/Zip: _____

**DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE
INFORMATION CONTROLS (DEC 2015)**

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

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

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

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

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

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

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

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

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

(End of provision)

**DFARS 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY
CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)**

As prescribed in 204.7304(b), use the following clause:

**LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED
CYBER INCIDENT INFORMATION (DEC 2015)**

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

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

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

“Covered defense information” means unclassified information that—

(1) Is—

- (i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

- (i) Controlled technical information.
- (ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).
- (iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

**DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER
INCIDENT REPORTING (DEC 2015)**

(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.

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

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

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

“Covered defense information” means unclassified information that—

(i) Is—

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

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

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

unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Cyber incident reporting requirement.*

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

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

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

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

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

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

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

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

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

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

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

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the

program at 32 CFR part 236); or

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

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

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

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

(m) *Subcontracts.* The Contractor shall—

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

and

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

(End of clause)

DFARS 252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)

(a) *Definition.* “Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation.* The Offeror represents that it—

_____ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

DFARS 252.239-7010 CLOUD COMPUTING SERVICES (AUG 2015)

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

“Authorizing official,” as described in DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“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.

“Government data” means any information, document, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include contractor’s business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Media” means physical devices or writing surfaces including, but 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.

“Spillage” security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

(b) *Cloud computing security requirements.* The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) If the Contractor indicated in its offer that it “does not anticipate the use of cloud computing services in the performance of a resultant contract,” in response to provision 252.239-7009, Representation of Use of Cloud Computing, and after the award of this contract, the Contractor proposes to use cloud computing services in the performance of the contract, the Contractor shall obtain approval from the Contracting Officer prior to utilizing cloud computing services in performance of the contract.

(2) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Contracting Officer) found at http://iase.disa.mil/cloud_security/Pages/index.aspx;

(3) The Contractor shall maintain within the United States or outlying areas all Government data that is not physically located on DoD premises, unless the Contractor receives written notification from the Contracting Officer to use another location, in accordance with 239.7602-2(a).

(c) Limitations on access to, and use and disclosure of Government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order or delivery order issued hereunder.

(i) If authorized by the terms of this contract or a task order or delivery order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order or delivery order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Cloud computing services cyber incident reporting. The Contractor shall report all cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to the Department of Defense via <http://dibnet.dod.mil/>.

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

(f) 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 (d) 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.

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

(h) *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 (f) of this clause.

(i) *Records management and facility access.*

(1) The Contractor shall provide the Contracting Officer all Government data and Government-related data in the format specified in the contract.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(j) *Notification of third party access requests.* The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency. The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

(k) *Spillage.* Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with agency procedures.

(l) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.

(End of clause)

Government Documents (available at: <https://assist.daps.dla.mil/quicksearch/>)

A-A-1898D, 15 October 2012

Cushioning Material, Cellulosic, Packaging

A-A-3174 NOT 4, 25 October 2013

Plastic Sheet, Polyolefin

A-A-20183D, 13 August 2014

Tea Mixes, Instant

A-A-20202B, 30 November 2011

Bouillon (Soup and Gravy Base)

A-A-59135, 28 October 1997

Packaging Material, Sheet

A-A-59136, 28 October 1997

Cushioning Material, Packaging, Closed Cell Foam Plank

A-A-59692, 21 November 2001

Adhesive, Water-Resistant (for Closure of Fiberboard Boxes)

AR 40-657 / NAVSUP 4355.4H / MCO P10110.31H, 21 Jan 2005

Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service

DLA Troop Support Form 3507, October 2010

Loads, Unit: Preparation of Semiperishable Subsistence Items

DLA Troop Support FORM 3556, October 2010

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

DLA Troop Support Instruction, Procedures for Alternative Skip-Lot End Item Inspection

Requirements for Government End-item Verification Inspections for Operational Rations, March 2001.

DOD 4500.9R

Defense Transportation Regulation (DTR)

FED-STD-595C NOT 1, 31 July 2008

Colors Used in Government Procurement

MIL-PRF-44073G, 11 September 2009

Packaging of Food in Flexible Packages

MIL-STD-3006C, 1 June 2008
Sanitation Requirements for Food Establishments

MIL-STD-3010B, 31 March 2008
Test Procedures for Packaging Materials

Non-Government Documents:

ANSI/ASQC Z1.4 2008
Sampling Procedures and Tables for Inspection by Attributes
American Society for Quality Control, Milwaukee, WI 53202

ASTM D1974 / D1974M – 10
Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes

ASTM D4727 / D4727M
Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade)
and Cut Shapes

ASTM D5118 / D5118M
Standard Practice for Fabrication of Fiberboard Shipping Boxes
ASTM International, 100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA 19428

ASTM D5276
Standard Test Method for Drop Test of Loaded Containers by Free Fall

ASTM D6199 – 07
Standard Practice for Quality of Wood Members of Containers and Pallets

ASTM F88/ F88M
Standard Test Method for Seal Strength of Flexible Barrier Materials

U.S. Food Chemicals Codex. Committee on Specifications, U.S. Pharmacopeia (USP), the new
publisher of Food Chemicals Codex: <http://www.usp.org/fcc/>