

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
PAGE 1 OF **73**

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER  
**SPM3S1-13-R-0002** 6. SOLICITATION ISSUE DATE  
**04/23/2013**

7. FOR SOLICITATION INFORMATION CALL:  a. NAME  
**Christie Colaianni, Contract Specialist** b. TELEPHONE NUMBER (No collect calls)  
**(215) 737-5291** 8. OFFER DUE DATE/ LOCAL TIME  
**05/23/2013**

9. ISSUED BY DIRECTORATE OF SUBSISTENCE  
 DLA TROOP SUPPORT  
 700 ROBBINS AVENUE  
 PHILADELPHIA, PA 19111-6667 CODE **SP0300** 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE **See Caution Notice**  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: **311422**  
 HUBZONE SMALL BUSINESS  EDWOSB SIZE STANDARD: **1000**  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8 (A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING  
 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO SEE SCHEDULE CODE 16. ADMINISTERED BY CODE

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE  
 TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Meal, Religious, Ready-To-Eat, Kosher NSN: 8970-01-424-1996				
2	Meal, Religious, Ready-To-Eat, Halal NSN: 8970-01-424-1998  *SEE PAGE 4*  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. OFFER DATED \_\_\_\_\_, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

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**Continuation of Blocks from SF 1449**1. **Block 8**Offer Due Date/Local Time: **May 7, 2013 at 3:00 pm (local time)**2. **Block 9**› **Address and Submit “mailed” offers to:**

Defense Logistics Agency

Troop Support

Post Office Box 56667

Philadelphia, PA 19111-6667

Solicitation Number: **SPM3S1-13-R-0002**Opening/Closing Date and Time: **Opening: April 23, 2013 at 3:00pm (local time)****Closing: May 23, 2013 at 3:00pm (local time)**› **Address and Deliver “hand carried” offers, including delivery by commercial carrier, to:**

DLA Troop Support

Business Opportunities Office

Bldg. 36, 2<sup>nd</sup> Floor, Room 2035

700 Robbins Avenue

Philadelphia, PA 19111-5092

Solicitation Number: **SPM3S1-13-R-0002**Opening/Closing Date and Time: **Opening: April 23, 2013 at 3:00pm (local time)****Closing: May 23, 2013 at 3:00pm (local time)****Notes:** 1. All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m.,

Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “hand carries” the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in **Block 8 of the Standard Form 1449.**

Offerors intending to deliver offers in-person should be advised that the Business Opportunities Office (“BOO” or “Bid Room”) is located within a secure military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee from the Bid Room. The following are telephone numbers for the Bid Room: (215)737-8511; 9044; or 7354. It is the offeror’s responsibility to ensure that offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time the solicitation closes to allow for security processing and to secure an escort.

**NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.**

2. Examples of “hand carried” offers include: In-person delivery by contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

› **Transmit “facsimile” offers or offer modifications/withdrawals to:** (215) 737-9300, 9301, 9302 or 9303

Offers submitted to any other facsimile number shall not be considered for award.

› **Emailed offers** or offer modifications/withdrawals shall not be accepted or considered for award.

3. **Block 17a**

› Offeror’s assigned Data Universal Numbering System (DUNS) Number: \_\_\_\_\_

(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

> Offeror's assigned Contractor and Government Entity (CAGE) Code: \_\_\_\_\_

4. Block 17b

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Blocks 19-24

Item No., Schedule of Supplies/Services, Quantity, Unit:

**Year 1**

Line Item	NSN	Item Description	Estimated Quantity	Unit Price
0001	8970-01-424-1996	Meal, Religious, Ready-To-Eat, Kosher	5,000 CS	
0002	8970-01-424-1998	Meal, Religious, Ready-To-Eat, Halal	1,000 CS	

**Year 2**

Line Item	NSN	Item Description	Estimated Quantity	Unit Price
0001	8970-01-424-1996	Meal, Religious, Ready-To-Eat, Kosher	5,000 CS	
0002	8970-01-424-1998	Meal, Religious, Ready-To-Eat, Halal	1,000 CS	

**Year 3**

Line Item	NSN	Item Description	Estimated Quantity	Unit Price
0001	8970-01-424-1996	Meal, Religious, Ready-To-Eat, Kosher	5,000 CS	
0002	8970-01-424-1998	Meal, Religious, Ready-To-Eat, Halal	1,000 CS	

**Year 4**

Line Item	NSN	Item Description	Estimated Quantity	Unit Price
0001	8970-01-424-1996	Meal, Religious, Ready-To-Eat, Kosher	5,000 CS	
0002	8970-01-424-1998	Meal, Religious, Ready-To-Eat, Halal	1,000 CS	

**Year 5**

Line Item	NSN	Item Description	Estimated Quantity	Unit Price
0001	8970-01-424-1996	Meal, Religious, Ready-To-Eat, Kosher	5,000 CS	
0002	8970-01-424-1998	Meal, Religious, Ready-To-Eat, Halal	1,000 CS	

## CAUTION NOTICE

### IT IS ESSENTIAL THAT ALL OFFERORS READ AND UNDERSTAND THIS NOTICE:

1. This solicitation is for the procurement of **Meals, Religious, Ready-To-Eat, Kosher/Halal** under the Operational Rations Program.
2. The acquisition is an **Indefinite Quantity Contract** with a **Five Year Base Period** containing **Five Annual Ordering Periods**.
3. The Government's **Five-Year Estimated Dollar Value** for this contract is **\$2,990,984.52**.
4. **Line 0001, Kosher, is Unrestricted. Line 0002, Halal, is Total Small Business Set-Aside.** A waiver for the non-manufacturer rule, see FAR Part 19.102(f)(1), has not been obtained for this acquisition.
5. **The following clauses/provisions apply to Line 0001, Kosher, only:**
  - 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011)
  - 52-219-8, Utilization on Small Business Concerns (Jan 2011)
  - 52.219-9, Small Business Subcontracting Plan (Jan 2011)
  - 52-219-26, Liquidated Damages-Subcontracting Plan (Jan 1999)
  - 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (Jun 2012)
  - 252.225-7001, Trade Agreements (Dec 2012)
  - 252.225-7000, Trade Agreements Certificate (Jan 2005)
6. **The following clauses/provisions apply to Line 0002, Halal, only:**
  - 52.219-6, Notice -of Total Small Business Set-Aside (Nov 2011)
  - 52.219-14, Limitations on Subcontracting (Nov 2011)
  - 252-225-7001, Buy American and Balance of Payments Program (Dec 2012)
  - 252-225-7000, Buy American Statute and Balance of Payments Program Certificate (Jun 2012)
7. **Lowest Price Technically Acceptable** source selection method shall be used in this procurement. Evaluation factors for award shall include Product Demonstration Models (PDMs) and Past Performance Information (Quality and Delivery). Additional submission requirements are also required for this procurement.
8. **Offerors are required to submit a separate Technical Proposal along with the Completed Solicitation.** The technical proposal shall include: Product Demonstration Models (PDMs) and Past Performance Information (Quality and Delivery). See Addendums 52.212-1 and 52.212-2 for further details.
9. Additional Submission Requirements: Product Protection Plan and Integrated Pest Management Program Plan. See Addendums 52.212-1 and 52.212-2 for further details.
10. Quantities listed in this solicitation are an **ESTIMATE**, see clause 52.216-9007 for further details on the guaranteed minimum and contract maximum.

11. Delivery for these meals will be **F.O.B. Origin, Customer Direct**. The **Contractor** is responsible for Inspection; however, the Government reserves the right to invoke USDA Inspection at source. See Addendum 52.212-4 for further details.
12. Required delivery schedule is **30 days** after receipt of initial order and **7 to 10 days** for subsequent orders.
13. All offeror's **must register** in the "System for Award Management" (SAM) via [www.SAM.gov](http://www.SAM.gov), to be eligible for award.
14. **CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)**

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

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

### **Contract Clauses**

**Note: 52.212-4, Contract Terms and Conditions—Commercial Items (FEB 2012)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

#### **Addendum to 52.212-4:**

***The following paragraphs of 52.212-4 are amended as indicated below:***

**1. Paragraph (a), Inspection/Acceptance.**

Paragraph (a) remains in its entirety with addition of the following:

“The Government reserves the right to invoke source inspection on this contract.”

**2. Paragraph (m), Termination for Cause.**

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

THE CLAUSE LISTED BELOW IS INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF IT WAS GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. A CLAUSE WITH AN AUTHORIZED DEVIATION IS SO MARKED AFTER THE DATE OF THE CLAUSE.

**CLAUSE NUMBER**

52.204-99  
Deviation

**TITLE/DATE**

System for Award Management (AUG 2012) FAR

**252.211-7006 RADIO FREQUENCY IDENTIFICATION (FEB 2007) DFARS**

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

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The

EPC tag data standards will define the length and position of this data, without defining its content.

“EPCglobal™” means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

(1) Until February 28, 2007, the acceptable tags are—

(i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and

(ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

“Radio Frequency Identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I – Packaged operational rations.

(B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV – Construction and barrier materials.

(E) Class VI – Personal demand items (non-military sales items).

(F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).



(G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

- (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
- (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
- (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
- (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
- (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
- (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
- (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
- (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
- (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
- (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
- (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
- (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
- (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
- (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
- (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
- (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
- (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
- (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
- (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air

Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(V) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1.

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) *Receiving report.* The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

(End of clause)

### **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**

A. 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. Radio Frequency **Identification** tags may be “active “ which contain their own power source or “passive” which receive their power from an interrogator by radio frequency (RF) transmission

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

C. **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.

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

E. 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.

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

#### **II. GENERAL INFORMATION**

A. 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](mailto:help.rfitv@us.army.mil) or Phone number: (800) 877-7925 or (703) 439-3850.*

### III. RF EQUIPMENT AND EQUIPMENT SUPPORT

#### A. 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:**

1. 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.
2. The Contractor will provide the following infrastructure for the **aRFID** interrogator “read” station:
  - a. Mounting of a (GFP) bracket plate to support the aRFID Interrogator. The Government shall provide the bracket to the Contractor as GFE.
  - b. Installation of an un-switched 110VAC or 220VAC (as required) receptacle within two feet of the interrogator mount.
  - c. Installation of conduit or pathway for running of a data cable between the aRFID Interrogator and the aRFID Retriever Computer.
  - d. Shelf space for the aRFID Retriever Computer and installation of an un-switched 110VAC or 220VAC receptacle within two feet.
  - e. Installation of a telephone line near the aRFID Retriever Computer capable of dialing a toll-free number.
3. The Contractor will provide the following infrastructure for the **aRFID** laptop write station:
  - a. Shelf space with a 110VAC receptacle within two feet of the aRFID laptop write station location.
  - b. 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.
4. 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.

## **IV. PROCEDURES**

A. 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.

B. 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 DLA Transportation for aRFID Tags:

**DLA Transportation  
Bldg 54, Bay D-5 (J4/5)  
New Cumberland, PA 17070**

**EMAIL:** [delivery@dla.mil](mailto:delivery@dla.mil)

**Telephone:** 1-800-456-5507

**Please put in the subject line of the email: aRFID TAG REPLENISHMENT REQUEST**

**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.

C. 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:

**CONUS/OCONUS:** [help.rfitv@us.army.mil](mailto:help.rfitv@us.army.mil) or Phone number: (800) 877-7925 or (703) 439-3850.

D. 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](mailto:help.rfitv@us.army.mil) or Phone number: (800) 877-7925 or (703) 439-3850.

E. Upon request of the Contracting Officer, or COR, the Contractor shall promptly return any, or all, GFP RF Tags to the DLA TRANSPORTATION 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 DLA 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.

### **52.215-9023 REVERSE AUCTION (NOV 2012) DLAD**

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify offerors of this decision and the following provisions will apply.

- (a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.
- (b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.
- (c) Prior to or simultaneously with conducting the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.
- (d) The lowest offeror's price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror's identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror's proposed pricing, such as "Offeror A" or "lowest-priced offeror"). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.
- (e) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted, the "Not Lead" offeror that submitted the tie offer must offer a changed price; it will be ineligible for award if the final price in the auction is the tie offer price.
- (f) An offeror's final auction price at the close of the reverse auction will be considered its final proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final proposal

revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(g) The following information is provided regarding the procedures to be followed if a reverse auction is conducted.

(1) Each offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other offerors' pricing in confidence until after contract award.

(4) Any offeror unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

(5) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(6) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an offeror who successfully completes the training shall be designated as a 'trained offeror.' Only trained offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a 'trained offeror.' The Contracting Officer also reserves the right to take away the 'trained offeror' designation from any trained offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

(End of Provision)

**252.216-7006 ORDERING (MAY 2011) DFARS**

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

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

(c)(1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.  
(End of Clause)

**52.216-19 ORDER LIMITATIONS (OCT 1995) FAR**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 case, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \_\_\_\_\_;

(2) Any order for a combination of items in excess of \$299,098.45; or

(3) A series of orders from the same ordering office within \_\_\_\_\_ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.



(End of clause)

**52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR**

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

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

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

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

(End of clause)

**52.216-9007 CONTRACT AND DELIVERY ORDER LIMITATIONS (NOV 2011) DLAD**

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

(b) Maximum contract limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is **\$90,352,657.35**

(c) Guaranteed minimum.

(1) The Government guarantees that it will order under this contract (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

[ ] (i) Base period of one year.

\_\_\_\_\_ (Quantity)

\_\_\_\_\_ (Percentage of the annual estimated quantity or dollar value)

[X ] (ii) Base period of two or more years.

\_\_\_\_\_ (Quantity) multiplied by \_\_\_\_\_.

10% (Percentage) multiplied by Government’s Five-Year Estimated Dollar Value (see Caution Notice)

[ ] (iii) The following minimum quantities within the time periods prescribed (quarter (QTR)) represents a three-month period computed from date of award):

Contract line-item (CLIN) First quarter Second quarter Third quarter Fourth quarter

[ ] (iv) The Contractor will not be obligated to honor any order with free on board (f.o.b.) destination terms that requires delivery to a single destination of a quantity less than that shown below:

CLIN	Minimum quantity per destination
_____	_____

(2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, Federal Acquisition Regulation (FAR) clause 52.216-19 (a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.

(3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).

(4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government’s obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.

(d) If this is an invitation for bids (IFB) and the Government elects to award a different quantity than that solicited or bid upon, the delivery schedule will be changed in direct proportion to the change in quantity. If this solicitation involves a partial set-aside, the Government will consider each destination (or combined destinations) separately in awarding the set-aside portion. The destination(s) appearing on page(s) \_\_\_\_\_ is (are) the non-setaside portion.

(End of Clause)

**INSPECTION AND ACCEPTANCE**

**NOTE: Government source inspection is not required, however we do reserve the right to conduct inspections. The Contractor is responsible for the following requirements and the Government reserves the right to request inspection and production records at any time from the Contractor.**

**KOSHER/HALAL ASSEMBLED RATION AND COMPONENT QUALITY ASSURANCE REQUIREMENTS**

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including all inspections and tests contained in the Contractor’s inspection system.

**1. THERMALLY PROCESSED COMPONENT INSPECTION**

The following quality assurance criteria, utilizing ANSI/ASQ Z1.4, Sampling Procedures and Tables for Inspection by Attributes, are required for the inspection of thermally processed components of the Kosher/Halal ration. Unless otherwise specified, single sampling plans indicated in ANSI/ASQ Z1.4 will be utilized. When required, the manufacturer shall provide the Certificate(s) of Conformance to the appropriate inspection activity. Certificate(s) of Conformance not provided shall be cause for rejection of the lot.

**A. Definitions.**

- (1) 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.
- (2) Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.
- (3) 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 or operation of the unit.

**B. Classification of inspections.** The inspection requirements specified herein are classified as follows: Conformance inspection shall include the examinations cited in the following QUALITY ASSURANCE PROVISIONS (PRODUCT) and QUALITY ASSURANCE PROVISIONS (PACKAGING).

**QUALITY ASSURANCE PROVISIONS (PRODUCT)**

1. Commercial sterility. Commercial sterility shall be verified in accordance with USDA/FSIS regulations.

2. Product examination. The finished product of each manufacturer’s production lot that is used in the assembly of the Kosher/Halal ration shall be examined for compliance with Table I utilizing the double sampling plans indicated in ANSI/ASQ Z1.4. The lot size shall be expressed in pouches. The sample unit shall be one filled and sealed pouch. The inspection level shall be S-3 and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 4.0 for minor defects. Defects and defect classifications are listed in table I.

**TABLE I. Product defects 1/ 2/**

Category	Defects
Minor	
201	Net weight of an individual pouch less than declared net weight. 3/

1/ Presence of any foreign materials such as, but not limited to dirt, insect parts, hair, glass, wood, or metal, or any foreign odors or flavors such as, but not limited to burnt, scorched, rancid, sour, stale,

oxidized milk powder, musty or moldy shall be cause for rejection of the lot. Foreign flavors not applicable to powdered product. Open package inspection, or an alternative method of inspection approved by the Contracting Officer, is required to determine conformance with product quality assurance provisions.

2/ The net weight of the filled and sealed pouches shall be determined by weighing each sample on a suitable scale tared with a representative empty pouch. Results shall be reported to the nearest 0.1 ounce or to the nearest 1 gram.

#### QUALITY ASSURANCE PROVISIONS (PACKAGING)

Examination of pouch. After thermal processing, the pouches of each manufacturer's production lot that is used in the assembly of the Kosher/Halal ration shall be visually examined for conformance. Defects and defect classifications are listed in table II. The lot size shall be expressed in pouches. The sample unit shall be one thermal processed pouch. The inspection level shall be I and the AQL, expressed in terms of defects per hundred units, shall be 0.65 for Major A defects, 2.5 for major B defects, and 4.0 for minor defects. Two hundred sample units shall be examined for critical defects. The finding of any critical defect shall be cause for rejection of the lot.

**TABLE II. Filled, sealed and thermally processed pouch defects.**

Category				Defects
Critical	Major A	Major B	Minor	
1				Swollen pouch.
2				Tear, cut, hole, or if a multi-layered laminate is used, abrasion through one or more layers in the pouch material or leakage through any seal.
3				Foldover wrinkle extending into the seal such that the closure seal is reduced to less than 1/16 inch for heat seals or less than 1.0 mm for ultrasonic seals. 4/
4				Presence of entrapped matter (for example, product, moisture, grease, etc.) that reduces the closure seal to less than 1/16 inch for heat seals or less than 1.0 mm for ultrasonic seals. 4/
5				Presence of delamination when a multi-layered laminate is used. 1/
6				Closure seal less than 1/16 inch for heat seals or less than 1.0 mm for ultrasonic seals at any location along its continuous path. 4/
	101			Unclean pouch. 2/
	102			Any impression or design on the seal surfaces which conceals or impairs visual detection of seal defects. 3/
	103			Labeling missing or incorrect or illegible.
		151		Presence of delamination when a multi-layered laminate is used. 1/

		152		For heat seals, closure seal width less than 1/8 inch but greater than or equal to 1/16 inch.
			201	Presence of delamination when a multi-layered laminate is used. 1/
			202	Tear notches missing.
			203	Foreign odor.

1/ Delamination defect classification:

Critical - Evidence of outer ply delamination such that the adjacent ply in the pouch body is exposed or evidence of two ply delamination such that the food contact layer is exposed.

Major B - Delamination of the outer ply in the pouch seal area that can be propagated to expose the adjacent ply at the food product edge of the pouch after manual flexing of the delaminated area. To flex, the delaminated area shall be held between the thumb and forefinger of each hand with both thumbs and forefingers touching each other. The delaminated area shall then be rapidly flexed 10 times by rotating both hands in alternating clockwise-counter clockwise directions. Care shall be exercised when flexing delaminated areas near the tear notches to avoid tearing the pouch material. After flexing, the separated outer ply shall be grasped between thumb and forefinger and gently lifted toward the food product edge of the seal or if the separated area is too small to be held between thumb and forefinger, a number two stylus shall be inserted into the delaminated area and a gentle lifting force applied against the outer ply. If separation of the outer ply can be made to extend to the product edge of the seal with no discernible resistance to the gentle lifting, the delamination shall be scored as a Major B defect. Additionally, spot delamination of the outer ply in the body of the pouch that is able to be propagated beyond its initial borders is also a Major B defect. To determine if the delaminated area is a defect, use the following procedure: Mark the outside edges of the delaminated area using a bold permanent marking open. Open the pouch and remove the contents. Cut the pouch transversely not closer than 1/4 inch (plus or minus 1/16 inch) from the delaminated area. The pouch shall be flexed in the area in question using the procedure described above. Any propagation of the delaminated area, as evidenced by the delaminated area exceeding the limits of the outlined borders, shall be scored as a Major B defect.

Minor - Minor delamination of the outer ply in the pouch seal area is acceptable and shall not be classified as a minor defect unless it extends to within 1/16 inch of the food product edge of the seal. All other minor outer ply delamination in the pouch seal area or isolated spots of delamination in the body of the pouch that do not propagate when flexed as described above shall be classified as minor.

2/ Scale or dust on the outside of pouches caused by retort water may be removed by washing. The following examples shall not be scored as defects for unclean:

- a. Water spots.
- b. On SSP, two or less specks of dried product each of which measure 1/8 inch by 1/8 inch or equivalent area, or less. On ISP, ten or less specks of dried product each of which measure 1/8 inch by 1/8 inch or equivalent area, or less.
- c. Any foreign matter which presents no health hazard or no potential pouch damage and which readily falls off when pouch is lifted and shaken lightly.
- d. Very thin film of grease, oil, or product residue which is discernible to touch, but not readily discernible by visual examinations.
- e. Thin strips or drops of adhesive.

3/ If doubt exists as to whether or not the sealing equipment leaves an impression or design on the seal surfaces that could conceal or impair visual detection of seal defects, samples shall be furnished to the contracting officer for a determination as to acceptability.

4/ An internal pressure test may be used to verify pouch integrity for ultrasonically sealed pouches that are difficult to measure or quantify during visual inspection. Internal pressure test: Internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The plates shall be 1/2 inch  $\pm$  1/16 inch apart or 1 inch  $\pm$  1/16 inch apart for SSP, or 2 inches  $\pm$  1/16 inch apart for ISP. If a three-seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch; for testing of the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. For SSP, the pressure shall be 20 psig for the 1/2 inch plate distance and 12 psig for the 1 inch plate distance. For ISP, the pressure shall be 10 psig for the 2 inch plate distance. Pressure shall be applied gradually until pressure set point is reached. The pressure set point shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch for heat seals or less than 1.0 mm for ultrasonic seals (see table II) shall be considered a test failure and shall be cause for rejection of the lot.

## **2. REWORK OF NONCONFORMING PRODUCT, PRE OR POST ACCEPTANCE**

**A. Corrective Action (Rework/Screen Inspections) Taken Prior to Government Inspection (Receipt/End-Item Inspections):** Unless otherwise specified below, all contractor reworks and screening inspections conducted prior to the initial Government inspection of the lot do not require approval from the Government. Although the Government Quality Assurance Representative (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 quality system plan that supplies do not conform to contractual requirements and the supplies cannot be reworked, 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.

## **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.

(b) 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.

(c) Retesting/reinspection/rework of product that tested positive for food borne pathogens (salmonella, e. coli, etc.) is not authorized.

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

**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 QSP) 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. Nonconformance's 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.** 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 larger sample size.

## **3. 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 entitled "Rework Of Product Pre or Post Acceptance" require that a written request for deviation, waiver, rework, or reinspection must be furnished, as appropriate, to the Contracting Officer and cognizant Government QAR, that request shall at a minimum 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.

#### **52.246-2 Inspection of Supplies -- Fixed-Price (Aug. 1996) FAR**

- (a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e)
  - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
  - (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in



conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either

(1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or

(2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)

(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time --

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor

(1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or

otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

#### **52.246-15 Certificate of Conformance (Apr 1984) FAR**

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_\_\_ [*insert date*], the \_\_\_\_\_ [*insert Contractor's name*] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_\_ [*Carrier*] on \_\_\_\_\_ [*identify the bill of lading or shipping document*] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

#### **52.211-9046 Food and Drug Administration (FDA) Compliance - DLA Troop Support Medical and Subsistence (NOV 2011) DLAD**

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

#### **52.246-9003 Measuring and Test Equipment (Nov 2011) DLAD**

Notwithstanding any other clause to the contrary, and/or in addition thereto, the Contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with International Organization for Standardization (ISO) 10012-1 or American National Standards Institute (ANSI)/NCLS Z540-1.

**52.246-9013 Contractor and Government Samples at Origin (Sep 2007)DLAD**

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

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

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

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

**52.246-9019 Material and Inspection Report (APR 2008) DLAD**

(a) The Contractor shall create a receiving report in wide area workflow receipt and acceptance (WAWF-RA), which serves as the material inspection and receiving report (MIRR)) (Department of Defense (DD) form 250). Once the receiving report is created and the Government has accepted the material, an electronic signature of the Government representative responsible for acceptance will appear on the receiving report.

(b) In addition to the receiving report via WAWF-RA, the Contractor shall include hard copies of the receiving report (which includes an electronic signature of the Government representative responsible for acceptance if acceptance is at origin) in the exterior and interior shipping documentation.

**52.246-9020 Distribution of Material Inspection and Receiving Report (APR 2008) DLAD**

(a) Whether processed manually or through wide area work flow receipt and acceptance (WAWF-RA), if this purchase is for foreign military sale (FMS), the Contractor shall—

(i) Include hard copies of the receiving report (from WAWF-RA or if processed manually DD Form 250) in the exterior and interior shipping documentation for each package shipped to the freight forwarder.

(ii) Provide eight (8) additional hard copies of the DD Form 250/ WAWF-RA Receiving Report to the freight forwarder.

(b) In accordance with DFARS Appendix F, the Contractor shall include a hard copy of the DD Form 250/WAWF-RA Receiving Report in the exterior and interior shipping documentation for each additional package of a multi-package shipment.

**52.246-9023 General Inspection Requirements – DLA Troop Support – Subsistence (NOV 2011) DLAD**

(a) Inspection.

(1) The Contractor shall employ the services of the United States Department of Agriculture (USDA), Grain Inspection, Packers and Stockyard Administration (GIPSA) or Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS)

to accomplish origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The Contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity.

The Contractor shall furnish the Government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers, and referenced specifications).

Offerors may contact the appropriate Government office to discuss inspection procedures prior to submitting offers; however, nothing provided thereby shall be construed to alter the applicable specification in any manner or to reduce the responsibility of Contractor to comply with such specifications.

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

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

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

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

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

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

(c) USDA and USDC certificates.

(1) Inspection by USDA, AMS, Fruit and Vegetable Division, Poultry Division or Dairy Division: When DD Form 250, Material Inspection Receiving Report (MIRR), is not used, the Contractor shall obtain official USDA inspection certificate, which shall:

(i) Contain the following statement in the grade section of the certificate:

(A) Supplies listed hereon conform to all quality requirements of the contract.

(B) Container condition meets all requirements of the contract.

(C) Visual examination indicates conformance to packaging, packing, unitization, labeling and marking requirements of the contract.

(ii) Indicate that supplies shipped are those inspected. This may be satisfied by means of one of the following:

(A) Each primary container must be embossed, stamped or stenciled with a code mark prior to inspection, which corresponds with the code marks listed on the USDA grade certificate.

(B) The USDA grade certificate bears a statement that all of the shipping containers comprising the inspection lot have been stamped with the official USDA stamp impression.

(C) The USDA certificate of loading, if issued, bears a cross-reference to the applicable USDA inspection document.

(iii) Indicate that the Contractor has furnished a certificate of conformance for packaging, packing, labeling, marking and unitization materials.

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111 in accordance with DLA Troop Support clause 52.246-9P20.

(v) Indicate the applicable contract or order number.

(2) Inspection by USDA, AMS, livestock, meat, grain and seed division: For all shipments, whether DD Form 250 (MIRR) is required or not, the Contractor shall obtain a USDA agricultural products acceptance certificate (Form LS 5-3), which shall contain the information specified in paragraph (c)(1). The Contractor shall also include the applicable lot number(s).

(3) Inspection by USDA, GIPSA, Field Management Division: When DD Form 250 (MIRR) is not required, the Contractor shall obtain an official USDA inspection or examination certificate, as appropriate. In addition to the entries required by the GIPSA, the certificate shall contain the following certification: "Supplies listed hereon conform to all quality and condition requirements of the contract".

(d) Distribution of Certificates. Copying machine duplicates of USDC certificates and USDA certificates other than USDA Form LS 5-3 are not acceptable. Copying machine duplicates of USDA Form LS 5-3 are acceptable only as provided in paragraph (2) and (3) below. Copying machine duplicates of the original signed DD Form 250 are acceptable. In addition to the prohibited use of copying machine duplicates, USDC certificates must also be embossed with the official seal of the USDC. The Contractor shall distribute certificates as follows:

(1) When DD Form 250 (MIRR) signed by the inspector is provided, a copy of the USDA/USDC inspection certificate need not be furnished to the designated paying office. (Exception: When the contract or specification provides for acceptance of product with a price adjustment to the Contractor" invoice, e.g., excess fat in ground beef, the original signed USDA/USDC inspection certificate must be attached to the top of the commercial invoice which is submitted to the designated paying office.)

(2) When DD Form 250 (MIRR) is not required, the original signed USDC inspection certificate or USDA inspection certificate other than USDA Form LS 5-3 must be attached to the top of the commercial invoice, which is submitted to the designated paying office. When the services of the USDA, AMS, Livestock, Meat, Grain and Seed Division are employed, the original signed USDA Form LS 5-3 or a copying machine duplicate of the original form LS 5-3 with an original signature must be attached to the top of the commercial invoice which is submitted to the designated paying office.

(3) As appropriate for any shipment, one blue or green signed copy of the original USDA Fruit and Vegetable Division certificate; one green or yellow carbon copy of the original signed USDA, AMS Dairy Division or Poultry Division certificate; one copy of the original signed USDA, GIPSA or USDC certificate; one copy of the original signed USDA Form LS 5-3 or a copying machine duplicate of the original USDA Form LS 5-3 with an original signature shall accompany each shipment to each destination and be marked Attention: Subsistence Inspector.

(4) In the event the Contractor does not include appropriate certificate(s) with each shipment to each destination as required, the Government reserves the right to arrange for government grading/inspection and certification at destination at the Contractor's expense.

(e) Lot identification. The contractor shall code or distinctively mark by embossing, stamping, printing or stenciling each shipping container for every lot of supplies offered for acceptance so as to identify the lot from any other lot produced by the Contractor. Under both in-process (on line) and stationary lot

inspections, the maximum lot size, unless otherwise specified in the contract, shall be defined by the assigned inspection agency.

(f) Particular inspection requirements.

(1) Primary containers: Examination of primary containers for external condition and labeling shall be in accordance with the U.S. standards for condition of food containers, except that when requirements are contained in the specification, examination shall be performed in accordance with that specification. When additional requirements are specified in the specification, examination for these requirements shall be in accordance with the specification.

(2) Unit loads: Examination of unit loads shall be in accordance with MIL-L-35078.

(3) All other: Examination shall be in accordance with the specification.

**52.246-9025 Reinspection of Nonconforming Supplies – DLA Troop Support – Subsistence (Nov 2011) DLAD**

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

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

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

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

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

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

**52.246-9039 Removal of Government Identification from Non-accepted Supplies (Nov 2011) DLAD**

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

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

**52.246-9044 Sanitary Conditions (Nov 2011) DLAD**

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the military medical service or by other Federal agencies recognized by the military medical service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>). Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the worldwide directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the worldwide directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

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

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the “Meat and Poultry Inspection Directory”, published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at [http://www.fsis.usda.gov/Regulations/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp) .

The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

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

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

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published by the USDA FSIS at [http://www.fsis.usda.gov/Regulations\\_&Policies/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations_&Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp) . All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under “U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products” in the “USDC Participants List for Firms, Facilities, and Products”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: [seafood.nmfs.noaa.gov](http://seafood.nmfs.noaa.gov)). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at <http://www.cfsan.fda.gov/~ear/ims-toc.html>. These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published by the USDHHS, FDA at <http://www.cfsan.fda.gov/~ear/pmo03toc.html>.

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

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published by the USDHHS, FDA at <http://www.cfsan.fda.gov/~ear/shellfis.html>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available



from National Technical Information Service, 5285 Port Royal Road, Springfield, Virginia 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/> .) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

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

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

(b) Delivery conveyances.

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

#### **52.246-9045 Federal Food, Drug and Cosmetic Act – Wholesale Meat Act (Aug 2008) DLAD**

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

(1) Shipped in interstate commerce,

(2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations promulgated there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

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

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

(1) Retain all or part of the supplies and recover from the Contractor, or deduct from the contract price, a sum the Government determines to be equitable under the circumstances;

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

recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled “Disputes”.

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

#### **52.246-9053 Commercial Warranty (SEP 2008) DLAD**

The Contractor agrees that the supplies or services furnished under this contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.

**NOTE: If Government source inspection is invoked the following shall apply:**

#### **UNITED STATES DEPARTMENT OF AGRICULTURE, AGRICULTURAL MARKETING SERVICE INSPECTION**

When deemed necessary by the contracting officer, the contracting officer may invoke contractor paid inspection by the United States Department of Agriculture, Agricultural Marketing Service, Fruit and Vegetable Program, Specialty Crops Inspection Division (USDA-AMS) in accordance with DLAD 52.246-9023 General Inspection Requirements – DLA Troop Support – Subsistence (NOV 2011) as revised herein. The regulations, file codes, etc. of the USDA-AMS are applicable to the contract in conjunction with the quality assurance requirements of the contract.

Paragraph (f), Particular inspection requirements, of DLAD 52.246-9023 is revised as follows:

- (1) Primary containers: Examination of thermally processed primary containers for external condition shall be in accordance with the requirements contained in the solicitation/contract.
- (2) Unit loads: Examination of unit loads shall be in accordance with DLA Troop Support Form 3507.
- (3) All other: Examination shall be in accordance with the solicitation/contract.

#### **52.246-9029 Inspection and Acceptance Points (APR 2010) DLAD**

(a) Inspection and Acceptance are:

Inspection point:  Destination  Origin  Elsewhere

Acceptance point:  Destination  Origin

#### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Jan 2013) FAR**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

  X   (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

     (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

  X   (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

     (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

  X   (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

     (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

     (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

     (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

  X   (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

     (11) [Reserved]

  X   (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

     (ii) Alternate I (Nov 2011).

     (iii) Alternate II (Nov 2011).

     (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

     (ii) Alternate I (Oct 1995) of 52.219-7.

- \_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- X (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- \_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- X (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_ (ii) Alternate I (Mar 2012) of 52.225-3.
- \_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
- \_\_ (iv) Alternate III (Nov 2012) of 52.225-3.
- \_\_ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- \_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- \_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- \_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).
- \_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- \_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (FEB 2013) DFARS**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_X\_\_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) \_\_X\_\_ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) \_\_X\_\_ 252.203-7003, Agency Office of the Inspector General (DEC 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).



- (3) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012) (15 U.S.C. 637).
- (5) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i) X 252.225-7001, Buy American and Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83, E.O. 10582).
- (ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7001.
- (7) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).
- (8) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
- (9) X 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) (10 U.S.C. 2533a).
- (10) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) \_\_\_ 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) X 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7021.
- (iii) \_\_\_ Alternate II (OCT 2011) of 252.225-7021.
- (14) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) \_\_\_ 252.225-7036, Buy American—Free Trade Agreements—Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (JUN 2012) of 252.225-7036.
- (iii) \_\_\_ Alternate II (NOV 2012) of 252.225-7036.
- (iv) \_\_\_ Alternate III (JUN 2012) of 252.225-7036.

- (v) \_\_\_ Alternate IV (NOV 2012) of 252.225-7036.
- (vi) \_\_\_ Alternate V (NOV 2012) of 252.225-7036.
- (17) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_ 252.225-7039, Contractors Performing Private Security Functions  
(JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19)  252.226-7001, Utilization of Indian Organizations, Indian-Owned  
Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)  
(Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_ 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable  
(see 227.7103-6(a)).
- (21) \_\_\_ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if  
applicable (see 227.7102-4(c)).
- (23)  252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR  
2008) (10 U.S.C. 2227).
- (24) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV  
2010) (Section 1038 of Pub. L. 111-84)
- (25) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006)  
(Section 1092 of Pub. L. 108-375).
- (26)  252.243-7002, Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).
- (27) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations  
(OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer  
(SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i)  252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(30) \_\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) \_\_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data—Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

#### **52.212-9000 CHANGES – MILITARY READINESS (NOV 2011) DLAD**

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the Contracting Officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or results in the call or order to, or retention on, active duty of members of the uniformed services under 10 United States Code (U.S.C.) 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or Peacekeeping Operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

### **Addendum**

*The following additional clauses are set forth in full text:*

#### **52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

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

(b) The permissible variation shall be limited to:

0.5 percent increase

0 percent decrease

This increase or decrease shall apply to cases of the Meal, Religious, Ready-To-Eat, Kosher and Halal.

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- FAR: <https://www.acquisition.gov/far/index.html>;
- DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%2005.htm>

*The following additional clauses are incorporated by reference:*

#### **CLAUSE NUMBER**

#### **TITLE/DATE**

252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (DEC 2006) DFARS
252.211-7006	Passive Radio Frequency Identification (SEP 2011) DFARS
52.211-9010	Shipping Label Requirements—Military Standard (MIL-STD)-129P (MAR 2011)
52.211-9014	Contractor Retention of Traceability Documentation (AUG 2012) DLAD

252.225-7002	Qualifying Country Sources as Subcontractors (JUN 2012) DFARS
52.232-17	Interest (OCT 2008) FAR
52.242-13	Bankruptcy (JUL 1995) FAR
52.242-15	Stop Work Order (AUG 1989) FAR
52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007) DLAD

### **Technical Data Package for Meal, Religious, Ready-to-Eat, Kosher/Halal**

The purpose of this ration is to feed those individuals in the Military Services who maintain a strict religious diet. Each meal consists of one kosher or halal certified entrée and corresponding religiously-certified or religiously-acceptable complementary items.

Like the MRE™, each meal is self-contained; however, it may or may not be combined into a flexible meal bag. Each case of religious rations contains twelve substantially different meals, at least eight meat entrées and at most four vegetarian entrées, and component/accessory items to fulfill the salient characteristics listed below.

#### **DESCRIPTION/SPECIFICATION FOR MEAL, RELIGIOUS, READY-TO-EAT, KOSHER/HALAL**

##### **1 Description**

**8970-01-424-1996 MEAL, RELIGIOUS, KOSHER**, Ready-to-Eat, Individual, at least 8 Meat and at most 4 Vegetarian menus, 12 menus per case. Unit of Issue: Case

**8970-01-424-1998 MEAL, RELIGIOUS, HALAL**, Ready-to-Eat, Individual, at least 8 Meat and at most 4 Vegetarian menus, 12 menus per case. Unit of Issue: Case

##### **2 Salient Characteristics**

A. All food components shall be ready-to-eat (no preparation necessary), unless specifically permitted by this document. The entire contents of each meal shall be certified as kosher or halal, as applicable. Entrées and complementary items which require kosher or halal certification in order to be labeled as such shall be certified in accordance with the requirements as stated in section 3 of this document and with such other requirements as may be deemed necessary by the religious certification authorities.

B. Each meal shall consist of one kosher or one halal religiously-certified entrée; religiously certified or religiously acceptable complementary items; and an accessory packet.

1. The Entrée and complementary items together shall be sufficient to provide the nutritional requirements set forth in paragraphs D and E. A variety of dry beverage base powders shall be included.
2. Entrée net weight shall be not less than 8.0 oz per package. The percentage of total calories from protein shall be not less than 20% for non-vegetarian entrees and shall be not less than 17% for vegetarian entrees. The Contracting Officer reserves the right to allow entrées that fall below these requirements if the entrée forms part of a cohesive meal and the meal meets all other requirements of this solicitation.
3. The complimentary items in each case shall constitute a sufficient variety, such that no individual item shall be used more than 3 times in an individual case. Any deviation of this requirement shall be submitted to the Contracting Officer with a detailed explanation for the requested exception.
4. The accessory packet shall include condiments/seasoning, dining kit (salt, pepper and sugar), spoon (7340-01-508-2742), matches, toilet tissue, moist towelette, napkin, and a Flameless Ration Heater (FRH) (8970-01-349-7049) for each meal. Each accessory pack shall either contain an insert card certifying that all components are kosher or halal, or the pack itself may be marked to attest to religious certification.
5. Single-serve packets (e.g., sugar, salt) that are not labeled kosher or halal, but that are certified as kosher or halal by the certifying authority may be combined into one overwrap pouch. The pouch may then be labeled as kosher or halal, in accordance with the certifying authority. The labeled overwrap pouch may then be inserted into the complementary item pack or meal bag, as applicable.

C. Each meal shall provide a minimum of 1200 Calories. Calories from fat, protein, and carbohydrate shall be present in the range of percentage values of the total calories as follows:

NUTRIENT	PERCENT OF TOTAL CALORIES
Fat	Not more than 35
Protein	11-13
Carbohydrate	Not less than 48

D. The minimum average nutrient levels of each meal are listed below:

NUTRIENT	UNIT	AMOUNT
Vitamin A	IU	1000.0
Vitamin C	mg	30.0
Vitamin D	µg	1.7
Vitamin E	mg	5.0
Thiamin (B <sub>1</sub> )	mg	0.4
Riboflavin (B <sub>2</sub> )	mg	0.4
Niacin (B <sub>3</sub> )	mg	5.3
Vitamin B <sub>6</sub>	mg	0.4
Folate	µg	133.3
Vitamin B <sub>12</sub>	µg	0.8
Calcium	mg	333.3
Phosphorus	mg	233.3
Magnesium	mg	140.0
Iron	mg	5.0

Zinc	mg	5.0
Sodium	mg	1666.7 <sup>1</sup>
Potassium	mg	1066.7

<sup>1</sup>This value does not include the salt packet.

- E. Entrée Characteristics: Entrées and complementary items shall be highly palatable and create cohesive meals.
- i. Finished Product shall be a uniform mixture characteristic of the federal standard of identity for food products, when applicable. The product shall be free from foreign materials and show no evidence of excessive heating (materially darkened or scorched).
  - ii. Appearance shall be characteristic of the type of entrée with no foreign color. Entrées may contain visible flecks of herbs and spices and should contain recognizable portions of meats, vegetables, grains, or noodles, when applicable.
  - iii. Odor and Flavor shall be characteristic of the type of entrée with no evidence of rancidity. There shall be no foreign odors or flavors such as, but not limited to burnt, scorched, moldy, rancid, sour, or stale.
  - iv. Texture shall be characteristic of the type of entrée. Meat pieces shall be moist and tender, not dry, rubbery, or mushy. Sauce shall not be excessively thin, thick, or pasty. Vegetables shall be firm, not hard, fibrous, mushy or tough. Grains or noodles shall be moist and slightly firm and tender.
- F. The minimum shelf life of the meal, including the shelf life of all components of the meal, shall be ten months at 80 °F from the date of pack. The contractor shall not ship any meal with less than eight months remaining shelf-life.

### **3. CONTRACTOR'S RESPONSIBILITY FOR RELIGIOUS CERTIFICATION:**

- A. The contractor and/or subcontractor shall be responsible for obtaining the services of a recognized kosher supervision agency that is prepared to meet the requirements for kosher certification and a recognized halal supervision agency that is prepared to meet the requirements for halal certification. The contractor shall be responsible for ensuring that appropriate kosher and/or halal guidelines are followed for all meal components.
- B. The contractor shall ensure that the kosher and halal inspectors are fully familiar with all relevant aspects of the production. Certificates of compliance testifying that all ingredients meet kosher and/or halal requirements must be provided. The kosher and halal inspectors may provide a list of ingredients not requiring certification. Items requiring kosher and/or halal inspection shall not be used prior to approval.
- C. Materials and packaging may, at the discretion of the kosher and/or halal inspectors, require controlled storage and may need to be released for each day's production by the kosher and/or halal inspectors. Only equipment that has been approved by kosher and/or halal inspectors may be used. These procedures shall be documented by the contractor in conjunction with the kosher and/or halal inspectors.

- D. All packaging/transportation of foods shall be in packages, containers, vessels, or vehicles that have been properly prepared religiously (kosher and halal).
- E. Packaging and labeling materials shall be controlled and segregated in such a way that only the kosher and/or halal inspectors can release that material for the day's production.
- F. Fish products shall only be obtained from fish with fins and removable scales. If fish products (including fish gelatin) are used in any kosher dairy or parve product, the proper labeling must be provided, for example, kosher-parve or kosher-dairy.
- G. Kosher and/or halal inspectors shall have access to all parts of production and storage facilities at all times.
- H. Records of attendance (dates and times) of the kosher and/or halal inspectors at the production facility, or at any supplier's facility, shall be maintained and available upon request.

#### **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 ensure 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.

B. A representative Nutrition Facts label for each component shall be submitted by the Offeror with the offer. Such submission shall not relieve successful Offerors from complying with any of the provisions of these requirements.

##### **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 U.S. Army Public Health Command (USAPHC), 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. Requests for inspection and Worldwide Directory listing by USAPHC will be routed through DLA Troop Support-FTR for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTR, in coordination with the Chief, Approved Sources Division, USAPHC.

#### D. Food Security

1. All rations and components should be processed and transported in accordance to the Food and Drug Administration's (FDA) *Guidance for Industry: Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance*.
2. This guidance identifies the kinds of preventive measures food manufacturers, processors, or handlers may take to minimize the risk that food under their control will be subject to tampering or other malicious, criminal, or terrorist actions. The implementation of enhanced food security preventive measures provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials, other ingredients, and postproduction finished product.
3. The guidance can be found at:  
<http://www.fda.gov/Food/GuidanceComplianceRegulatoryInformation/GuidanceDocuments/FoodDefenseandEmergencyResponse/ucm083075.htm>

#### E. PRODUCT PROTECTION

4. The DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflict, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources, and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps and ensure steps are taken to prevent the deliberate tampering and contamination of subsistence items.
5. 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.
6. The contractor will insure that products and/or packaging have not been tampered with or contaminated during 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.
7. Accordingly, 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 ensure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Defense Checklist. An electronic copy of the DLA Food Security Checklist is available at:  
[https://www.troopsupport.dla.mil/subs/fs\\_check.pdf](https://www.troopsupport.dla.mil/subs/fs_check.pdf) .

NOTE: The offeror's Product Protection proposal shall be part of any contract awarded. The contractor's Product Protection Plan (Plan) may be audited by 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.

F. Integrated Pest Management (IPM) Program Requirements

1. The requirements of the “Integrated Pest Management (IPM) Program Requirements for Operation Rations” (28 April 2011) and the “Contractor Sanitation Program – Operational Rations” (March 1996) apply to all Ration Assembly and Component operations except as specifically exempted in this document.
2. Evidence of insect, rodent or pest infestation; foreign material; or contamination of any component item, filled and sealed accessory packet, filled and sealed menu bag, or final assembly packed case will be cause for rejection of the involved lot or lots.

G. ADDITIONAL REQUIREMENTS

1. 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.
2. All entrées shall be commercially sterile, as defined in 21 CFR § 113.3.
3. All items thermostabilized by retorting shall be sealed and in the retort process within two hours of filling.
4. Maximum stacking height of assembled ration unit loads shall not be greater than four high.

5. Traceability Requirement.

- a. The ration assembler shall maintain records identifying the menu components used in packing and assembling each end item lot. These records shall maintain traceability of components to the extent that a component manufacturer’s production lot identity can be traced to an assembled end item lot.
- b. The system should also enable the assembler to list component manufacturer’s production lot identities within a particular end item lot.

c. The assembled end item lot, usually one day’s production, shall be clearly identified on the exterior of each case.

d. In addition, the ration assembler shall maintain records of when and where assembled end item lots for a particularly contract have been shipped.

e. The following non-food items are exempt from traceability requirements: hand cleaner, matches, spoon, toilet tissue.

6. Product Demonstration Models (PDMs) are required in accordance with DLAR 4155.2, Quality Assurance Program for the Defense Logistics Agency Inventory Control Points; Instructions to Offerors in Addendum to 52.212-1; and the Packaging/Labeling/Packing/Unitization/Marking for the Technical Data for Meal, Religious, Kosher/Halal on page 47 of this solicitation.

a. The product shall comply in all respects with the salient characteristics of the technical data for Meal, Religious, Ready-to-Eat, Kosher/Halal, in this solicitation and any amendments.

b. The offeror is required to submit the number/amount called for in the solicitation. These shall be representative of the product that the offeror proposes to furnish. Samples do not need to be certified kosher or halal, but shall be representative of the processes to be used under certification.

c. Samples and the Technical Proposal shall be submitted to the Contracting Officer.

*d.* Testing and evaluation of the PDM shall be conducted by a Technical Panel for compliance with the salient characteristics of the Technical Data for Meal, Religious, Ready-to-Eat, Kosher/Halal, as amended in the solicitation.

*e.* For products requiring USDA/USDC/AVI/DCMAO inspection, the offeror is also required to submit approved samples to the cognizant inspector/Inspection Activity.

*f.* The Government reserves the right to verify the analytical requirements of the product.

## **PACKAGING/LABELING/PACKING/MARKING/UNITIZATION**

### **1. PACKAGING:**

- A. Commercial packaging is acceptable, provided that such packaging will provide the required ten month shelf life.
- B. Entrées shall be in thermostabilized pouches. Glass, plastic, or metal cans are not acceptable.
- C. Meals shall be packed either:
  - 1. As twelve self-contained meal packages, similar to the MRE™, or
  - 2. The twelve entrées in one carton, plus twelve packs containing complementary items and Accessory Packs in another carton, with both cartons packed together into one master shipper.
- D. If the Accessory Packs are packaged separate from the entrées, the Accessory Packs shall be packaged in a sealed bag. The bag shall be either marked to certify that all the components are kosher or halal, in accordance with the certifying agency, or the bag shall contain an insert card certifying that all components are kosher or halal, in accordance with the certifying agency.
- E. The meal bag and/or accessory pack, as applicable, shall be made of food-grade, low density polyethylene (LDPE) with a minimum thickness of 4 mil. The seal shall be a minimum of 1/8 inch wide, continuous and peelable, forming a hermetic closure.
- F. A tear nick, notch, or serrations shall be provided to facilitate opening of filled and sealed pouches that are not peelable.
- G. The sealed entrées and/or Accessory Packs shall not show any evidence of foreign odor.
- H. The Master shipper shall have both the kosher and halal symbols/names displayed with the appropriate certification checked off.
- I. Alternative meal packaging may be used provided that the alternative method can be demonstrated to meet or exceed the requirements of this document, military abuse testing, and controlled pest testing. Samples may be submitted to the Contracting Officer to be qualified on a case-by-case basis.

### **2. LABELING:**

- A. All labeling shall be in accordance with all applicable regulations including nutritional facts labeling in accordance with the Nutritional Labeling and Education Act (NLEA). If thermally processed pouches are placed into cartons with NLEA-compliant markings, the pouch shall have the product name, lot number, filling equipment number, and retort batch number printed with permanent, contrasting ink.

B. The date of pack may be a four-digit Julian date or in the clear. The date of pack shall be the date the product was placed in the primary meal or accessory package.

C. Individual packages and shipping containers for all products produced for this procurement shall have the appropriate kosher and/or halal certification symbol(s) (a “trademark” symbol or the name of the certifying rabbinical and halal organizations shall be used). For kosher products, the packages shall be marked with their status as dairy, parve, or meat, as determined by the appropriate kosher inspector.

### **3. PACKING:**

A. Shipping containers shall comply with the requirements of the National Motor Freight Classification or Uniform Freight Classification, as applicable.

B. Kosher and halal meals shall not be intermingled within a shipping container.

### **4. UNITIZATION:**

A. Shipments destined for government inventory control points shall not have kosher and halal shipping containers intermingled on the pallets. When shipments are destined for direct vendor delivery to consuming organizations and the shipment includes less than a full unit load, the shipping containers may be intermingled, provided that the unit load is clearly marked to indicate the quantities of each type of meal.

B. Unit loads shall be unitized in accordance with Type III, Class G of DLA Troop Support Form 3507, Loads, Unit: Preparation of Semiperishable Subsistence Items.

C. The unit load height shall be not greater than 54 inches.

### **5. MARKING:**

A. Shipping Containers.

1. Commercial marking of shipping containers is acceptable, although shipping containers shall be marked in accordance with section D,2 of DLA Troop Support Form 3556.

**NOTE: Marking shall NOT have any reference to the U.S. Government or U.S. Military**

2. To be in compliance with OSHA requirements, when the shipping container contains Flameless Ration Heater (FRHs), the following information must appear on a major flap of the shipping case closure immediately to the right of the marked end panel. The upper case letters shall not be more than ¼ inch high. The lower case letters shall not be less than 3/16 inch high.

Note: WATER ACTIVATED Flameless Ration Heater,  
NSN 9870-01-321-9153, supplied in each menu bag.

B. Unit Loads.

1. 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.

2. In addition, each unit load shall be provided with a Material Safety Data Sheet (MSDS), in accordance with MIL-R-44398, Ration Supplement, Flameless Heater, For Meal, Ready-to-Eat. The MSDS shall be placed inside a clear or translucent plastic sleeve clearly printed in dark, contrasting ink with “MSDS ENCLOSED” and attached to one side of the unit load with pressure-sensitive tape or adhesive.
3. A copy of the MSDS must be included with the shipping papers and a copy shall also be placed in the vehicle manifest.

### **Solicitation Provisions**

**Note: 52.212-1, Instructions to Offerors—Commercial Items (FEB 2012) FAR** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

#### **Addendum to 52.212-1:**

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

**1. Paragraph (b), Submission of Offers.**

- a. Delete the 1<sup>st</sup> sentence and substitute the following:

Submit signed and dated offers as specified on page 3 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8. [ ] Facsimile offers are NOT authorized for this solicitation. [ X ] Facsimile offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

**2. Paragraph (c), Period for Acceptance of Offers.**

Change “30 calendar days” to read “120 calendar days”.

#### **52.215-9008 FACSIMILE BIDS AND PROPOSALS (NOV 2011) DLAD**

(a) Facsimile bids, proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will be considered only if authorized in the solicitation by Federal Acquisition Regulation (FAR) 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Section L). Fax machines should be programmed to include the telephone number as the distant station identification (ID). This information is required to assist in properly documenting receipt.

(b) Defense Logistics Agency (DLA)/DLA Land and Maritime Internet Bid Board System (DIBBS) and Internet Quoting System (IQS). DIBBS and IQS do not permit facsimile proposals. Facsimile proposals in response to DIBBS or IQS solicitations will be rejected and returned to the offeror.

(c) DLA Aviation. The telephone number of the receiving facsimile equipment is 804-279-4165. For bid/proposal security reasons facsimile equipment is not located in the place designated for receipt of

offers. Regular interoffice pick-up of facsimile transmissions occurs daily at 10:30 a.m. and 1:30 p.m., Eastern time zone.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and final proposal revisions (FPRs) received by facsimile equipment prior to 3:00 p.m. on the day of closing will be presumed to have been received on time.

Alternate I – (c) DLA Land and Maritime. The telephone number of the receiving facsimile equipment is 614-692-4275.

Alternate II - (c) DLA Troop Support. The telephone number of the receiving facsimile equipment is (215) 737-9300, 9301, 9302 or 9303.

(End of Provision)

**SUBMISSION OF OFFERS**

**Source Evaluation and Selection Procedures:**

A. DLA Troop Support will use Lowest Price Technically Acceptable Source Selection procedures for this acquisition. Offerors are required to submit a separate technical proposal along with the completed solicitation. Information and Product Demonstration Models (PDM) required must be received no later than the time set for closing of offers. It is critical to successful Source Selection that you address each of the informational requirements listed below to facilitate the Government’s review in conducting a proper, thorough, and timely review of your proposal. Proposals will be evaluated to determine compliance with all characteristics listed for evaluation in 52.212-2 herein. Failure to furnish this information and PDMs by the time specified in the solicitation may be cause for rejection if the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

B. Your proposal must be prepared in separate parts as follows:

Part	Title	# of copies
1	Completed Solicitation	1
2	Technical Proposal	2
3	Business Proposal (Prices)	2

**Technical Evaluation Factors:**

- 1.0 Product Demonstration Models (PDMs)
- 2.0 Past Performance (Delivery and Quality)

**Technical Proposals:**

The following information is required for technical proposals:

### **1.0 Product Demonstration Models (PDMs)**

1. Vendors must submit PDMs for the Meal, Religious, Ready-To-Eat, Kosher/Halal. Product Demonstration Models (PDMs) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDMs will become the property of the Government and will not be returned to the offeror. Failure to submit PDMs may result in rejection of an offer. Analytical results, wherever required, must be submitted with PDMs.
2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on the production line, which will result in rejection of the product.
3. Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may result in rejection of the offer. Offerors shall also warrant that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements (including Kosher and Halal certification as applicable) as well as analytical requirements. Product from any resultant contract that does not conform to all requirements shall not be accepted by the Government.
4. PDMs shall be submitted as follows:

0001, Meal, Religious, Ready-To-Eat, Kosher

0002, Meal, Religious, Ready-To-Eat, Halal

PDMs shall be submitted as a finished case of meals (entrees, complementary items, and accessory packets), except mandatory source items. One finished case of meals shall include 12 different Kosher/Halal entrees, respectively.

**NOTE: PDMs do NOT need to be certified as Kosher or Halal, respectively, at the time of proposal submission. However, offerors must certify that they will have Kosher/Halal certification before the commencing of production if they were to receive award.**

A total of 7 finished cases of both Kosher and Halal meals (14 cases total) shall be submitted as follows:

A total of 6 finished cases of each Kosher and Halal (12 cases total) should be sent to:

U.S. Army Research, Development, and Engineering Command  
 NATICK Soldier Center  
 Attn: RDNS-CFF (Jeannette Kennedy)  
 15 Kansas Street  
 Natick, MA 01760-5018

NOTE: The end or side of the case should have a sticker, or be printed on the case, with the following information:

Product Demonstration Model Sample  
 Solicitation Number

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

Inside the case, should be the required paperwork, fully identifying the product, solicitation number, contract number (if applicable), whether the item is an Initial, Replenishment, or Alternate PDM, any test results available, or any other information to assist in identifying the product and conducting the evaluation.

The remaining 1 finished case of each Kosher and Halal meals (2 cases total) shall be mailed along with your technical proposal to DLA Troop Support (attn. Christie Colaianni) at the address indicated in block 8 on the first page of the solicitation and must come from the same product lot code as those submitted to Natick.

Offerors may direct proposed subcontractors to submit PDM samples directly to Natick on their behalf. In those instances, the offeror will send written notification of subcontractor submissions to Natick and such PDMs must be clearly labeled for which offeror they are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated until written notification from the offeror is received. This consideration does not relieve the offeror of the full responsibility for submitting all PDMs in a timely manner. Late submissions of PDMs may be the basis for rejection of the proposal.

The Offeror shall provide a complete list of its PDMs submitted, with its technical proposal, to include: item, source of supply name and address, and item lot number. Note: Offerors may submit PDMs to Natick for evaluation any time after solicitation issuance. However, PDM Samples and documentation must be submitted by the deadline for receipt of proposals to the Business Opportunities Office (BOO) at DLA TROOP SUPPORT with the aforementioned supplier and lot number information.

**NOTE: Offerors shall supply PDMs as a part of their proposal at no cost to the Government.**

## **2.0 Past Performance**

Offerors may submit any information they want the Government to consider regarding their performance on these items or similar type item(s) during the past five years, to include Quality and Delivery History. Offerors may describe their experience since that time in providing the same or similar items and quantities as offered. Offerors are requested to submit any information about any unfavorable instances of past performance that occurred in the past five years, and the corrective actions taken to preclude any such recurrences.

### **Additional Submission Requirements:**

1. **Product Protection Plan:** In accordance with Product Protection requirement identified in this solicitation, 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.DLATROOP SUPPORT.dla.mil/subs/fs\\_check.pdf](http://www.DLATROOP SUPPORT.dla.mil/subs/fs_check.pdf).



If an acceptable Product Protection 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 submit a letter to DLA Troop Support with their offer identifying the office, name of the person the plan was submitted to, date of submittal, and rating assigned to their previous Product Protection Plan

**2. Integrated Pest Management Program Plan:** Contractors and subcontractors must submit the following to DLA TROOP SUPPORT-FTS:

- a. A statement on whether service is in-house or provided by an external provider. If service is in-house, a copy of the employee's current pesticide applicator certificate/license shall also be submitted. If the service provider is external, submit the name of the company/provider.
- b. A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.
- c. A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.
- d. If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)?

If an acceptable Integrated Pest Management Program Plan was previously submitted to DLA Troop Support, the offeror does not need to submit another Integrated Pest Management Program Plan with their offer. However, the offeror shall submit a letter to DLA Troop Support with their offer identifying the office, name of the person the plan was submitted to, date of submittal, and rating assigned to their previous Integrated Pest Management Program Plan.

**3. Small Business Subcontracting Plan (Applies to Line 0001, Kosher, only)** Offerors must submit a Small Business Subcontracting Plan

## **52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999) FAR**

(a) The Government will award a contract to the responsible offeror utilizing the **Lowest Price Technically Acceptable (LPTA)** method of procurement. Specifically, the offeror that proposes the lowest overall price and meets the technical acceptability standards will be awarded the contract. Technical acceptability will be determined through evaluation of:

- **Product Demonstration Models (PDMs):** will be evaluated on an Acceptable/Unacceptable basis (see Addendum 52.212-2)
- **Past Performance:** will be evaluated on an Acceptable/Unacceptable basis (see Addendum 52.212-2)
- **Submission of the following documents\*:**
  - o Product Protection Plan
  - o Integrated Pest Management Program Plan
- **Offeror's consent and compliance with all other terms, conditions, and requirements of the solicitation.**

\* These documents will be reviewed for acceptability but do not have to be determined acceptable to be eligible for award. However, before contract performance, the potential awardee will be required to make any unacceptable element acceptable.

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

## **ADDENDUM TO 52.212- 2 EVALUATION-COMMERCIAL ITEMS (JAN 1999) FAR**

### **Source Evaluation and Selection Procedures:**

**A. Overview:** Offerors must ensure that they complete and submit all requirements of the solicitation. Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. Each evaluation factor will be evaluated separately and then an integrated assessment of the offer will be made by the contracting officer. The contracting officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations.

### **B. Evaluation Process:**

**(1) Technical Evaluation:** Offerors are required to submit a technical proposal as prescribed in this solicitation. Each technical proposal will be evaluated against the technical requirements specified in this solicitation. Proposals so technically deficient as to make them incapable of being made technically acceptable will be rejected, and excluded from the competitive range. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

**(2) Business Evaluation:** Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305. Price evaluation is based on the unit of issue, case (CS). For each line, the unit price for each year will be multiplied by the estimated quantity for each year and totaled to an aggregate price which offers will be compared for evaluation per line.

**(3) Selection:** The final technical and business evaluation reports will be furnished to the contracting officer. When offers are determined to be technically acceptable for non-price factors the price evaluation, including the use of a reverse auction in accordance with DLAD 52.215-9023, will be conducted and award made based on the lowest price to the Government.

**The Government will make a single award per line to the responsible offeror whose offer conforms to the requirements of the solicitation and is most advantageous to the Government, cost or price, technical quality, and other factors considered. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors in accordance with DGPA 15.101-2(b).**

## **The Technical Evaluation Factors are as follows:**

### **1.0 Product Demonstration Models (PDMs)**

The Government will evaluate the PDMs for compliance with the item descriptions and product specifications and will also evaluate the sensory qualities of the food product to include appearance, odor, flavor and texture using a 9-point quality scale to determine product acceptability, where 9 is the highest score and 1 the lowest score. A score of 6 or higher is deemed to be acceptable while below a 6 will be unacceptable. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

The overall PDM rating for each meal evaluated by Natick will be no higher than the rating of the lowest-rated characteristic. If any one of the meal characteristics is rated “unacceptable,” the PDM rating will be “unacceptable” for the particular meal, even if other characteristics for that particular meal are rated “acceptable” or “pass”. An “unacceptable” rating for any of the PDMs will result in an “unacceptable” overall PDM rating. All 24 PDMs (12 different Kosher meals and 12 different Halal meals) shall be rated “acceptable” in order to be determined technically acceptable for the PDM factor.

DLA Troop Support shall use Natick’s ratings for each PDM to determine technical acceptability. The evaluation will be based on the number of acceptable/unacceptable ratings received for all 24 PDMs (12 different Kosher meals and 12 different Halal meals) sampled. The evaluation by DLA Troop Support will result in an overall acceptable/unacceptable determination, where an offeror must be acceptable in order to be considered for award. To be considered technically acceptable an offeror shall have an acceptable rating for all 24 PDMs (12 different Kosher meals and 12 different Halal meals).

Vendors shall have one opportunity to correct any deficiencies found during the evaluation of PDMs submitted as part of the initial proposal and have their PDM pass evaluation. **Vendors are advised that if they have any unacceptable PDMs after the second evaluation, their proposal will be determined to be technically unacceptable and they will not be considered for award.** The Government shall require each PDM to be rated as “Acceptable”.

Revised or alternate PDMs submitted during negotiations shall be evaluated for the same criteria detailed above.

### **2.0 Past Performance**

The Government will evaluate and rate the past performance of each offeror for the period from the past five years, regarding product quality and timely delivery, and, based on that evaluation, will determine each offeror to be acceptable or unacceptable. The Government will evaluate the offeror's record of past performance as reflected in its performance of previous Government contracts within the identified time period as both suppliers and subcontractors and the contractor's reliability in providing product that conforms to the solicitation requirements.

This assessment will be based on information provided by the offeror in its proposal, information contained in records maintained by the Government, (for example but not limited to PPIRS, FAPIIS, warranty action, destination failures, late deliveries, substitutions, waivers reworks, deviations, retort pouch statistics specifically thermostabilized critical and non-critical and non-thermostabilized performance etc.) and possibly by investigation of the contractor's record of performing commercial contracts. The Government will mainly rely on its own, internal data/records for performance of government contracts. The Government will consider all relevant facts and circumstances, and therefore

encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred in the past five years. More recent trends in contractor performance/delivery will be given more weight since they are deemed more indicative of the offeror's future performance. That is (considering only the past five years) more recent aspects of performance - if they seem to be more than isolated instances - may be viewed as more significant than less recent aspects of performance.

For evaluation purposes the Government will also use the following table as a guideline to rating Past Performance:

Rating	Description
Acceptable	Based on the offeror's performance record, the Government has reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

### **Additional Evaluations:**

These documents will be reviewed for acceptability but do not have to be determined acceptable to be eligible for award. However, before contract performance, the potential awardee will be required to make any unacceptable element acceptable.

1. Product Protection Plan
2. An Integrated Pest Management Program Plan

### **52.212-3 Offeror Representations and Certifications—Commercial Items (Dec 2012) FAR**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision—

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

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally

owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

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[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

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

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the

WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

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

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]



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

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

(ii) It is, or is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

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

(ii) It has, or has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) have, or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

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

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

o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other \_\_\_\_\_.

(5) Common parent.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

## **252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JUN 2005) DFARS**

### **(a) Definitions.**

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United

States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

**(b) Certification.**

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

**(c) Representation of Extent of Transportation by Sea.** (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

**(2) Representation.**

The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**The following provision applies to Line 0002 only:**

**252.225-7000 BUY AMERICAN STATUTE- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012) DFARS**

a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product" and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

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

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

(c) Certifications and identification of country of origin.

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

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

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

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

Line Item Number	Country of Origin
------------------	-------------------

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

Line Item Number	Country of Origin (If known)
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(End of provision)

**The following provision applies to Line 0001 only:**

**252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)**

(a) *Definitions.* “Designated country end product,” “nondesignated country end product,” “qualifying country end product,” and “U.S.-made end product” have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government—

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

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government’s requirements; or

(iii) A national interest waiver has been granted.

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

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

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

(Line Item Number)

(Country of Origin)

(End of provision)

### **Addendum**

*The following additional provisions are set forth in full text:*

#### **52.216-1 TYPE OF CONTRACT (APR 1984) FAR**

The Government contemplates award of a **FIXED PRICE** contract resulting from this solicitation.

#### **52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD**

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

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

#### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR**

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

- FAR: <https://www.acquisition.gov/far/index.html>;
- DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm>



*The following additional provisions are incorporated by reference:*

<b><u>PROVISION NUMBER</u></b>	<b><u>TITLE/DATE</u></b>
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009) DFARS
52.225-25	Prohibition on Contracting With Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (NOV 2011) FAR
52.233-9000	Agency Protests (NOV 2011) DLAD