

2. CONTRACT No. 3. SOLICITATION No. SPE3S1-24-R-0014 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 2024 SEP 20 6. REQUISITION/PURCHASE No. 1000190160


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

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Not Applicable until 3:00PM local time 2024-Oct-08 (Hour) (Date)

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

10. FOR INFORMATION CALL:  A. NAME Michael Olsakowski DMO0027 B. PHONE/FAX (NO COLLECT CALLS) Phone: 2157377127 FAX: C. EMAIL ADDRESS Michael.Olsakowski@dla.mil


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OFFER (Must be fully completed by offeror)

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

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

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

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


AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

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

AWARD (To be completed by Government)

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

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

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

SECTION A - SOLICITATION/CONTRACT FORM**SOLICITATION AND OFFER - FORM SF33****(CONTINUATION SHEET)****A-1**

Note: Due to the closing of the Business Opportunities Office, all offerors must submit documentation via email to the Contract Specialist, Michael Olsakowski at Michael.Olsakowski@dla.mil and the Contracting Officer, Tiendung Nguyen at Tiendung.Nguyen@dla.mil.

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

ATTN: MICHAEL OLSAKOWSKI AND TIENDUNG NGUYEN**DEFENSE LOGISTICS AGENCY****DLA TROOP SUPPORT-SUBSISTENCE DIRECTORATE
BLDG. 6B, SUBSISTENCE MAIL ROOM, DESK 6B092
PHILADELPHIA, PA 19111-509**

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

E-mail offers are acceptable, and the suggested form of transmission, for submission of initial proposals except for the initial Product Demonstration Models. E-mail offers should be sent to the Contract Specialist, Michael Olsakowski (Michael.Olsakowski@dla.mil) and the Contracting Officer, Tiendung Nguyen (Tiendung.Nguyen@dla.mil). Although e-mail offers are acceptable, all Product Demonstration Models must be delivered to the location identified above and in Section L by the date and time set for receipt of proposals.

Note:

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

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

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

As directed by the Contracting Officer, e-mail may also be used during discussions/negotiations, if discussions/negotiations are held, and for proposal revision(s), including Final Proposal Revision(s). The Contract Specialist, Michael Olsakowski (michael.olsakowski@dla.mil) and the Contracting Officer, Tiendung Nguyen (Tiendung.nguyen@dla.mil) may receive the e- mailed proposal revisions. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, will be designated in that request. Submission of proposals and any revisions are subject to the terms of FAR 52.215-1, Instruction of Offerors for Competitive Offers.

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

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

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

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

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

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

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

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

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

FOB Destination terms are applicable to this solicitation.

DLA Troop Support and DEVCOM Soldier Center addresses for PDM submissions can be found in Section L-4.

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

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

Offerors may not be required to submit PDMs as a part of their Technical Proposal or submit Additional Submission Requirements. Please refer to Sections L-4, L-6, M-2.A, and M-3 for submission requirements and evaluation criteria for referenced PDMs and Additional Submission Requirements.

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

Line	NSN	Item	Estimated Yearly Quantity (CS)
0001	8970-01-628-7262	Tailored Operation Training Meal (TOTM)	30,000
0002	8970-01-628-7264	Tailored Operation Training Meal (TOTM)	30,000

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

B. Indefinite-Quantity Contract (IQC) Quantities

The IQC minimum and IQC maximum quantities for Tailored Operational Training Meal (TOTM) are as follows (Unit of measure for each component is case (BX)):

Line	Item	Guaranteed Min. (5 tiers)	Maximum (5 tiers)
0001	Tailored Operation Training Meal (TOTM)	20,000	200,000
0002	Tailored Operation Training Meal (TOTM)	20,000	200,000

Note: Surge Quantities are not applicable to the Tailored Operation Training Meal (TOTM). A table detailing the timelines and quantities required to support the TOTM is detailed in Section I of this solicitation.

C. Delivery Schedule

The TOTM will have an indefinite number of delivery orders. Delivery is FOB Destination, Customer Direct. The Contractor is responsible for Inspection; however, the Government reserves the right to invoke USDA Inspection at source.

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

Required delivery schedule is **30 days** after receipt of initial order and **7 to 10 days** for subsequent orders.

B-2 General Information

This solicitation is for two (2) NSNs or line items (see Section C for item description)

The Government intends to award on a per NSN or line item basis, resulting in two (2) separate contracts to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, considering price and other factors. Lowest Price Technically Acceptable (LPTA) source selection procedures will be used as the source selection method in this procurement.

The offeror is allowed to submit the proposals for both NSNs or line items, however the second NSN menu offered must have at least a 50% entrée difference from the first NSN menu. A single awardee may receive both lines if most advantageous to the Government, price and other factors considered including meeting all specifications on both lines

The offeror is permitted to submit one set menu for both NSNs or line items. In this case, the offeror can only be eligible to award for one NSN or one line item if most advantageous to the Government, price and other factors considered including meeting all specifications on that NSN or line.

If the solicitation states the Government intends to award without discussions and it is later determined that discussions are necessary, review and approve the PCO's written rationale (see FAR 15.306(a)(3)). If discussions will be conducted, review and approve the PCO's written determination of the competitive range or elimination of an offeror previously determined to be in the competitive range.

The quantity above in B-1 (A) represents the estimated quantity for each NSN or line item. The supplies in paragraph B-1 (B) above represent the guarantee minimum and maximum quantities to be purchased during the course of five years contract for each NSN or line item.

A plan to address the Surge and Sustainment requirements is required for this solicitation. Offerors are required to provide a Surge and Sustainment Plan.

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

This solicitation is Unrestricted - Full and Open Competition. The North American Industry Classification System (NAICS) code under this solicitation is as follows:

Line	Item	NAICS Code	Size Standard (# Employees)
0001	Tailored Operation Training Meal (TOTM)	311422	1,400
0002	Tailored Operation Training Meal (TOTM)	311422	1,400

B-3 Pricing

CONTINUED ON NEXT PAGE

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

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

Offerors are requested to submit offers in all five tiers. **Offerors may submit their offered prices below, or using their own similar format..** Failure to indicate an offer on any tier shall be deemed non-acceptance of the tier and could result in rejection of the offeror's entire proposal. Offerors may offer unit prices that differ per Tier.

Note: TOTM pricing must be made on an **FOB Destination** basis. TOTM prices will be based on the tier period an order is placed, not when an order is shipped or delivered. For example, if an order is placed during tier 2, but delivery is made during tier 3, then the prices in effect for that order will be the tier 2 prices.

There are no options to exercise, you must submit pricing for all 5 tiers of each item at the time of your offer. Also, this same price is to be considered for shipping to location.

1. Line 0001**8970-01-628-7262 Tailored Operation Training Meal (TOTM)**

Tier 1 Unit Price \$ _____

Tier 2 Unit Price \$ _____

Tier 3 Unit Price \$ _____

Tier 4 Unit Price \$ _____

Tier 5 Unit Price \$ _____

2. Line 0002**8970-01-628-7264 Tailored Operation Training Meal (TOTM)**

Tier 1 Unit Price \$ _____

Tier 2 Unit Price \$ _____

Tier 3 Unit Price \$ _____

Tier 4 Unit Price \$ _____

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**Tier 5 Unit Price \$ _____****B-4 Indefinite Quantity Contract**

This solicitation will result in an Indefinite-Quantity Contract (IQC), as provided in FAR Clause 52.216-22 Indefinite Quantity (OCT 1995). In an IQC, the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the Government is obligated to order, and which is all it is committed to order. The top of the range is the maximum (The IQC maximum quantity) which is the largest quantity the Government may order, and which the contractor agrees to provide if ordered. The Government may order a quantity within that range. Sometimes an estimated quantity is stated also, which may be the same as the minimum or the maximum, or it may be a quantity within the IQC range.

B-5 Product Demonstration Models (PDMs)

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

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

Submission PDMs as Completed Cases

Offerors are required to submit a PDM as completed case, which included all twelve menu's contents and must certify that each menu meets the minimum nutritional requirements listed in section C. Offerors must include a list of ingredients for each entree, complementary item, and accessory packet. Additionally, the use of any shelf-life extension materials (ex. Oxygen Scavengers) and their source should be listed. Submitted PDMs must include all entrees, complementary items, and accessory packets. PDMs submitted should reflect the compiled list of items and menu contents submitted by the offeror; failure to submit a PDM noted on the list or submitting a PDM not listed will be considered a deficiency in the offer.

Offerors are required to submit two (2) PDMs as completed cases for each NSN or line item.

2 PDMs of TOTM must be sent to:

DLA TROOP SUPPORT

CONTINUED ON NEXT PAGE

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

700 ROBBINS AVENUE
BLDG. 6 SUBSISTENCE MAILROOM B0336
PHILADELPHIA, PA 19111

If the Government requests PDMs to be sent to Natick, they must be sent to:

DEPARTMENT OF THE ARMY
FCDD-SCD-SCR ATTN: Jill Bates
COMBAT CAPABILITIES DEVCOM SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760

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

Product Demonstration Model - Solicitation Number:

NSN:

Company Name and Address:

Point of Contact Name and Phone Number:

The other **3 PDMs** must be maintained by the offeror/contractor. In this instance, the offeror must self-certify, confirm possession of the samples, and identify the samples as from the same production lot as those submitted to DLA Troop Support. The offeror must submit this statement(s) with the balance of PDM samples submitted to DLA Troop Support. Should an offeror be awarded a contract, the offeror must provide the 3 PDMs that were self-certified and maintained by the offeror to a Government Quality Assurance Representative (GQAR), if applicable and/or required by the Contracting Officer, during the first production cycle. Offerors that have been awarded a contract and do not have an in-house GQAR will be directed on where to submit these PDMs.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

SOLICITATION SPE3S1-24-R-0014

TECHNICAL DATA FOR TAILORED OPERATIONAL TRAINING MEAL

CONTINUED ON NEXT PAGE

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**TECHNICAL DATA PACKAGE FOR TAILORED OPERATIONAL TRAINING MEAL**

The purpose of this ration is to provide an alternative operational training meal in lieu of “sack lunches” and catered commercial meals to organizations that engage in inactive duty training (IDT), such as the National Guard and the Reserves, for use in situations where employment of traditional operational ration meals is not mandated.

The Tailored Operational Training Meal (TOTM) is a totally self-contained packet consisting of a meal packed in a flexible meal bag or pouch that is lightweight and fits easily into military field clothing pockets. TOTM employs commercial packaging to reduce costs. There are two sets of menus available. Each set is comprised of twelve different menus. Each case contains a total of twelve meals per case. The TOTM may also be easily adapted for disaster relief efforts. The net weight per case is approximately 20 lbs. and .95 cubic feet, while each pallet weighs approximately 1,023 lbs. and is approximately 52.7 cubic feet.

Menus typically contain an entrée with accompanying paperboard sleeve, a wet-pack fruit, a beverage base, a flameless heater, a accessory packet, and other assorted components.

NOTE: The government reserves the right to determine acceptability of pictorial utilization instructions and/or other graphics as required elsewhere in this document. In the event of multiple awards, and at the option of the government, in the instant procurement and in any future procurements, pictorial utilization instructions and/or other graphics submitted in accordance with these requirements may be used by the government, without attribution, restriction, or compensation to promote standardization of the TOTM.

NOTE: ENTRÉE POUCHES AND MEAL BAGS SHALL BE IN ACCORDANCE WITH THE APPLICABLE REFERENCE SPECIFICATIONS.

The objectives of the TOTM program are:

1. To promote the “train as you fight” philosophy, while meeting the customers' budgetary needs.
2. To serve as a training tool that will aid units in gaining familiarity with the preparation, usage, consumption, and disposal of a pre-packed meal similar to the MRE.

SECTION C**C-1 NSNs/DESCRIPTION**

8970-01-628-7262 and 8970-01-628-7264

Meal, Tailored Operational Training (TOTM), Shelf Stable, Lunch/Dinner, Individual, Ready- to-Eat, 12 different meals per box. Unit of Issue: BX

C-2 Salient Characteristics of TOTM Final Assembly Cases

A. A meal is comprised of a single bag or pouch. Each meal bag or pouch contains one of twelve different menus. An “accessory pack” may contain salt, pepper, confections, chewing gum, and a moist towelette. A 7-inch spoon (NSN 7340-01-508-2742), accessory packet and a Flameless Ration Heater (FRH) (NSN 8970-01-321-9153) are also included. A paperboard sleeve shall be included for each entrée component.

CONTINUED ON NEXT PAGE

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

B. The shelf life is 18 months at 80° Fahrenheit. The contractor shall ship the TOTM with no less than 12 months shelf life remaining.

C. The contents of one TOTM meal bag shall have no less than 950 calories, and the average of the calories per case shall be within 1000 - 1200 calories for each NSN.

D. Sample menus are provided as an attachment to this solicitation. Proposed menus shall be submitted and approved by the Contracting Officer and shall not include more than four vegetarian entrees.

E. A specific complementary food or beverage item shall not be used in more than four menus for the two NSNs (i.e., if a specific complimentary food or beverage item is used in less than four menus in one NSN, that item can be used in the second NSN as long as the total does not exceed four).

A specific complimentary food or beverage item example could be:

Beverage Powder, Electrolyte, Fruit Punch

Pound Cake, Trans Fat Free, Vanilla

A variety of different flavors of Beverage Powder, Electrolyte or Pound Cake, Trans-Fat Free would be considered as specific complimentary food or beverage items. This is not an all-inclusive list and final approval shall be at the discretion of the contracting officer.

Note: A TOTM menu shall contain an entrée, a beverage base, a flameless ration heater, an accessory packet, and other assorted components (such as, but not limited to, wet pack fruit, candy, nuts, etc).

C-3 REGULATORY REQUIREMENTS (Final assembly Cases and Final Components of the Final Assembly Cases)

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

C-4 MISCELLANEOUS REQUIREMENTS (Components of Final Assembly Cases)

A. Thermostabilized components, high-pressure processed components, hot-filled components, granolas, cheese spreads and flameless ration heaters shall be procured for the use in the TOTM in accordance with the requirements for procurement for use in the current MRE contracts and as modified in this solicitation.

B. No lots or portions of lots intended for use in the Individual Combat Rations (MRE, MCW, First Strike Ration, etc.) and subsequently withdrawn from offer or rejected due to failure to comply with the requirements for inclusion in the Individual Combat Rations program will be used in the TOTM.

C. Except for TOTM component production lots made exclusively for use as TOTM assembly components, TOTM component products derived from lots produced for use in any part in individual rations assembly shall be produced in accordance with the product, packaging, and quality assurance requirements in effect for products procured in accordance with current individual rations solicitations. A production lot determined to be assigned partially for use in both an individual ration assembly and a TOTM assembly shall be offered as a single lot for

CONTINUED ON NEXT PAGE

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

government end-item verification inspection prior to physically dividing the lot for assignment to specific assembly types.

D. 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; DLAI 3221, Veterinary Affairs; Provision 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 Center (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. This requirement applies to all Operational Rations and all Regional National Contract (RNC) and CFM Operational Ration food components.

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

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

E. FOOD DEFENSE

1. The submission and implementation of a Food Defense Plan is required for this DLA Troop Support Subsistence contract. A Food Defense Plan shall be in existence prior to start of production. The plan shall address those areas of concern listed in the DLA Troop Support Food Defense Checklist applicable to the contractor's facility/operation. To download a copy of the DLA Troop Support Food Defense Checklist, https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.pdf or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Food Defense Branch (DLA Troop Support-FTSB). Submit Food Defense Plans to the applicable DLA Troop Support Contracting Officer. The Quality Audits & Food Defense Branch (DLA Troop Support-FTSB) is the only DLA Troop Support office authorized to review and approve Food Defense Plans. All Food Defense Plans are maintained and secured by FTSB.

CONTINUED ON NEXT PAGE

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

1. Integrated Pest Management (IPM) Program Requirements for Operational Rations,” of November 2017 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The IPM program shall be in existence prior to contract award. The IPM plan shall be submitted to DLA Troop Support. The associated pesticide labels and MSDS documents are not to be submitted to DLA Troop Support, unless specifically requested by the Contracting Officer. The contractor shall have these documents available for on-site review during a Pest Management Audit, Quality Systems Management Visit (QSMV), or Quality Systems Compliance Audit. Evidence of any insect, rodent or pest infestation discovered in contact with materials or equipment used in the production of or found in an end-item component or assembly lot shall be cause for rejection of the involved lot. DLA Troop Support shall be notified within 24 hours when such pest activity has been found and informed of the corrective actions taken. IPM program requirements are found on the DLA Troop Support website at: https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_ipm-cpaf_171120.pdf

G. TRACEABILITY REQUIREMENTS

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

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

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (MAR 2023)

SECTION D - PACKAGING AND MARKING**SECTION D**

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SECTION D - PACKAGING AND MARKING (CONTINUED)**D-1 PACKAGING:**

A. The meal assembly packet shall be horizontal form-fill-seal meal pouch. The pouches shall be of sufficient thickness and strength to contain the meal components without tearing or spillage of meal contents throughout assembly, packing and distribution. Labeling shall be as stipulated herein. The color of the pouch shall be transparent. The TOTM emblem, Minutemen emblem, Train As We Fight, and Contractor's name shall approximate the color of 15180, 25180, 15182, 25182, 15183, 25183, 15187, or 25187 of FED-STD-595, Colors Used in Government Procurement.

B. All other food components shall be filled and sealed into separate preformed or form-fill-seal packaging material containing gas and moisture barrier properties sufficient to provide the required shelf life.

C. Each applicable component for each meal shall be inserted in a meal assembly packet. The packet shall be a single bag or pouch. The meal assembly packet shall be heat sealed and the heat seal shall be not less than 1/8th inch wide. The sealed assembly packet shall not show any evidence of foreign odor. The size of the finished meal assembly shall allow for packing of twelve meals into the case.

D-2 LABELING:

A. All labeling shall be in accordance with FDA and USDA requirements.

B. Component items shall be labeled in accordance with the corresponding reference specification.

C. TOTM meal bags or pouches shall be labeled in accordance with Figure 1.

D-3 PACKING:

A. Thermostabilized entrees and complementary components may be packed in accordance with good commercial practice for shipment to the assembly point.

B. The (assembled end item) shipping container shall be constructed in accordance with ASTM D5118 / D5118M, Style RSC, (minimum ECT44) corrugated fiberboard. The containers shall be closed in accordance with ASTM D1974 / D1974M. Adhesive or taping closure methods is acceptable.

D-4 MARKING:

A. Shipping containers for assembled meal bags or pouches shall be marked in accordance with DLA Troop Support Form 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence, with the addition of the following:

TAILORED OPERATIONAL TRAINING MEAL

MINUTEMAN LOGO

TRAIN AS WE FIGHT

NOTE: WATER ACTIVATED FLAMELESS RATION HEATER, NSN 8970-01-321-9153, SUPPLIED IN EACH TOTM MEAL BAG OR POUCH.

U.S. GOVERNMENT PROPERTY COMMERCIAL RESALE IS UNLAWFUL

SECTION D - PACKAGING AND MARKING (CONTINUED)

A placard shall be affixed to the outside of each Unit Load with the following markings:

TOTM (Training Meal)

NSN

Number of shipping containers per load

Gross Weight and Cube (including pallet base)

Contract Number

D-5 UNITIZATION:

A. Assembled unit loads TOTM shall be stretch wrapped in accordance with Type III, Class G requirements of DSCP Form 3507. In addition, a top pad shall be applied.

B. The unit load height shall be no greater than 54 inches.

D-6 MISCELLANEOUS:

A. Entrée Identity in Meal Bag or Pouch: The entrée pouches, sleeves or insert cards, as applicable, shall be packed into the meal bag or pouch so that the entrée can be identified in its entirety when performing the closed package inspection. As an alternative to this requirement, a pre-printed self-adhering 0.002 inch thick polyester label may be applied to the exterior of the meal bag or pouch identifying the entrée. Hand printed labels are not authorized.

B. Assembly of Mixed Code Lots: Mixed lots are small quantities of components representing different lots. These lots may be received from CFM suppliers and/or may include component material from the salvage operation or other sources that has been determined to be conforming and authorized for use in assembly. Unit loads containing mixed code lots, shall be identified as such by the use of unit load marking panels. The unit load marking panels shall list all the lots contained on the pallet; they shall be affixed to two sides of the unit load. The assembler may periodically assemble the mixed lots into one lot. Mixed lot components shall be exhausted by assembling them into a final lot at least once every quarter but maybe assembled into two consecutive production days if not more than once a month. For the purpose of precluding residual mixed lot components, all mixed lots components in-house prior to the final week of scheduling assembly production, shall be used in final assemblies delivered under this contract.

C. Commingling of Lots

1. In order to facilitate lot traceability at the assembler's plant, the following is required:

a. Assemblers shall assemble one component lot at a time, i. e., one component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow.

b. Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e. g. DD Form 250. Thermostabilized items, water activity stabilized items and cheese spread shall also cite subcodes delivered.

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SECTION D - PACKAGING AND MARKING (CONTINUED)**C.1 Mixed Code Lots**

1. In addition to the above, the following requirements shall apply to the shipment of "mixed code lots":

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

b. Unit loads containing mixed code lots shall be identified by the use of unit load placards. The placards shall list all the lots and the quantities of pouches/items within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers and corresponding lot quantities shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250.

c. Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.

d. When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot, a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

C.2. Split Lots

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

a. The entire lot shall be shipped to only one assembler.

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

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

(2) No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.

(3) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot.

(4) The origin manufacturer assumes full liability for both portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, both portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portion, regardless of where the product was assembled.

Paragraphs (5), (6) and (7) pertain to CFM thermostablized components only.

(5) Upon acceptance of the initial portion of a split lot, including inspection samples from the second portion of the homogeneous lot, receipt inspection of the second portion of the lot will be conducted for count, condition and identity at a minimum.

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SECTION D - PACKAGING AND MARKING (CONTINUED)

- (6) Associated lot shipping documentation will reflect split lot status and receipt inspection results.
- (7) Both portions of all split lots will be stored in approved facilities only.

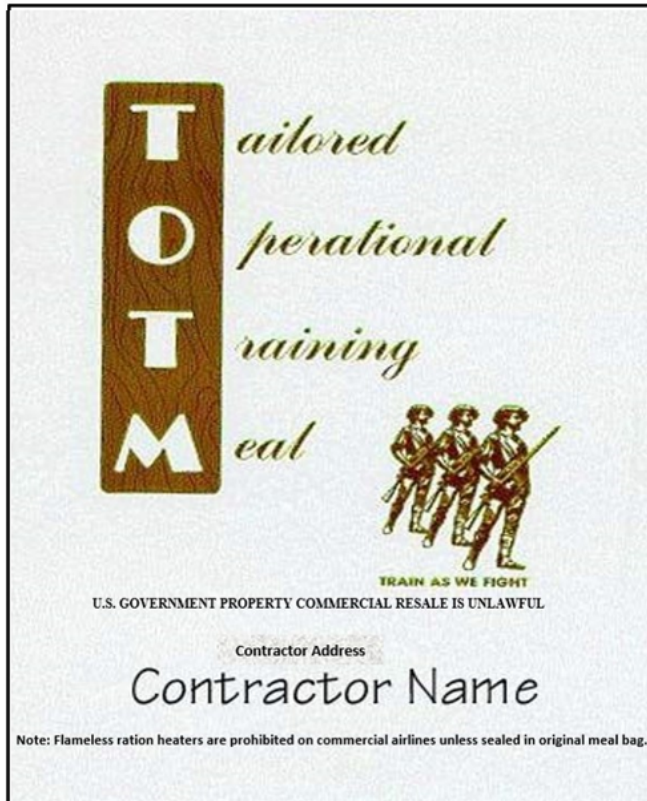


FIGURE 1. Menu bag label for Tailored Operational Training Meal.

SECTION E - INSPECTION AND ACCEPTANCE**SECTION E - INSPECTION AND ACCEPTANCE**

NOTE: The Quality Assurance Provisions cited in Section E of this solicitation are required for contractor, Army Veterinary, and USDA inspection.

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

NOTE: In addition to any inspection requirements cited in solicitation/contract and/or prime documents, for thermostabilized items, high-pressure processed items, and hot-filled items, exclusive of cheese spreads, inspection for packaging, labeling and packing, and marking shall be in accordance with the Quality Assurance Provisions and Packaging Requirements for MIL-PRF-44073 and the Quality Assurance Provision contained in Section E of this solicitation.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

E-1. Quality Assurance Provisions for Ration Assembler

E-1-A. The word "contractor" as used herein, shall mean the ration assembly/sub assembly contractor to which this contract applies.

E-1-B. The contractor will have a quality assurance program that supports continuous improvement in accordance with the particular requirements applicable to the TOTM for final assembly of the TOTM ration and for component packaging.

E-1-C. Government verification inspection may be accomplished by utilizing smaller sample sizes provided sampling plans utilized do not increase producer's sampling risk as assessed by applicable (ANSI/ASQC Z1.4) operating characteristic curves. Contracting Officer approval must be obtained prior to skip lot and/or reduced inspection.

E-1-D. AVI inspection is required for the final assembly of TOTMs, i.e., menus and final cases. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

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

E-1-F. Plan for the Inspection Job (PIJ) - TOTM

(A.) Prior to initiating production of supplies, the contractor must furnish information to and cooperate in the completion by the GQAR of DSCP Form 3587 (Plan for the Inspection Job (PIJ)) or a PIJ document of a form acceptable to the GQAR. The DSCP Form 3587 or PIJ document shall include, but not necessarily be limited to, the data or information necessary to complete and finalize the DSCP Form 3587 and sub-part (B.) of this part of sub-section E-2, and which shall address procedures for supplying the GQAR with information necessary to maintain the **GQAR's Critical Defect Log** and informing the GQAR of Contractor's response to meeting or exceeding critical defect action levels/process averages documented in the contractor's Quality Systems Plan. A copy of Form 3587 can be found at <https://www.dla.mil/TroopSupport/Subsistence/OperationalRations/qapubs/>

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

Preparation of this document may require preproduction/post award conferences between Government and contractor representatives. The contractor shall sign and date the PIJ to signify agreement to all terms and conditions therein. Production of supplies shall not commence until the document is signed by both parties. The document may remain in effect for subsequent contracts provided it is reviewed (revised as necessary) at quarterly intervals, initialed and dated by the contractor and the QAR to certify currency. The document shall be revised/amended prior to production of new items not included in the basic document or whenever significant changes occur in contractual

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

inspection documents that necessitate modification. When signed by both the contractor and the GQAR, the PIJ document is contractually binding, however, the PIJ shall not authorize any deviation(s) from contract and/or specification requirements. Failure of the contractor to comply with the document will be reported by the QAR to the contracting officer for appropriate action for noncompliance with the inspection requirements of the contract. However, occasional minor deviations from the scheduled production hours or lot size(s) cited in the PIJ may be approved by the QAR for cogent reasons.

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

(C) The Plan for the Inspection Job document, in addition to addressing requirements in the preceding parts (A) and (B), must include:

1. Agreement that the cognizant quality assurance service will be notified in advance of each day's production so that arrangements can be made by the Government to have Quality Assurance Representatives (QAR) available.
2. Procedures for notification of critical defects, ex. swellers, leakers and/or excessive amounts of defects being found.

E-1-G. For Entrees and Components (including Packaging and Packing Materials) - TOTM:

Contractor is responsible for receipt inspection at assembly plant for all items to include, as a minimum, compliance with the applicable requirements. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot.

Receipt examinations for pouch integrity (CFM and RNC), shall be performed in accordance with origin pouch examination criteria for each production lot of finished component product with origin filled and sealed pouch examination criteria which include critical category defects (e.g., cheese spread and product packaged in accordance with MIL-PRF-44073). Samples for receipt inspection shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in this solicitation/contract will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option. There will be no grand lotting of finished component products which have origin filled and sealed pouch examination criteria which include critical category defects.

E-1-H. Inspection and Acceptance for the Assembled TOTM:

- a. Inspection and acceptance shall be at origin (assembler).
- b. In the event the Government determines the product to be unsatisfactory, it shall have the rights provided in the Supply Warranty Clause. A valid quality complaint affecting the serviceability of the product, resulting from this procurement may be used as a factor in a determination by the Contracting Officer as to the responsibility of the contractor as supplier for future procurements.
- c. In lieu of performing the inspections cited in E-1-J-1-A Meal Bag/Meal Pouch Inspection, E-1-J-1-B Component Open Package Inspection, E-1-J-2 Shipping Container Inspection, and E-1-J-3 Traceability Examination, the contractor may offer a Certificate of Conformance (CoC) as contractor's verification of conformance.

E-1-J-1. Meal Bag/Meal Pouch Inspection - TOTM

The filled and sealed meal bags/meal pouches shall be examined for the defects in Table I. The lot size shall be expressed in shipping cases. The sample unit shall be one filled and sealed meal bag/meal pouch. The inspection level shall be S-2 and the AQL expressed in terms of defects per hundred units shall be 2.5 for major defects and 6.5 for minor defects. The finding of any critical defect shall be cause for rejection of the lot. The sample meal bags/

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

meal pouches shall be selected from shipping containers, which have been filled and sealed. The inspection sample shall contain a proportionate amount of each of the menus.

TABLE I: TOTM Assembled Meal Bag/Meal Pouch and Component Package Defects:

- 1 Swollen pouch. 6/
 - 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. 6/
 - 101 Seal width is less than 1/16 inch. 1/
 - 102 Menu component missing or incorrect assortment for menu. 2/
 - 103 Meal pouch not clean or outer packaging of its contents not clean. 3/
 - 104 Foreign odor.
 - 105 Labeling missing or incorrect or illegible.
 - 106 Swollen peanut butter or jelly or jam pouch.
 - 107 Tear or hole or open seal in component packages.
 - 108 Crushed or broken component. 4/
 - 109 Broken spoon.
 - 110
 - 201 Tear nick, notch or 1/8 inch (3.175 mm) zig-zag cut missing.
 - 202 Tear or hole or open seal or split in meal pouch.
 - 203 Tear or hole or open seal in subassembly/accessory packet.
 - 204 Labeling graphics of meal pouch not correct.
- 1/ An effective seal is defined as any uncontaminated, fusion bonded, continuous path, minimum 1/16 inch wide, producing a hermetically sealed pouch.
- 2/ A missing entrée shall be cause for rejection of the lot.
- 3/ Outer packaging shall be free from foreign matter, which is unwholesome, has the potential to cause package damage (i.e. glass, metal filings, etc.), or generally detracts from the clean appearance of the package. The following examples shall not be scored as defects for unclean:
- a. Foreign matter which presents no health hazard or potential package damage and which can be readily removed by gently shaking the package or by gently brushing the package with a clean dry cloth.
 - b. Localized dried product which affects less than 1/8 of the total surface area of one pouch face, or an aggregate of scattered dried product which affects less than 1/4 of the total surface area of one pouch face.
- 4/ For definition of crushed or broken: document. Any utensil breakage. Single piece food component more than 10% of volume crushed or broken into more than two pieces
- 5/ A CoC may be accepted as evidence of conformance.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

6/ Critical 1 defect applies to cheese spreads, thermostabilized, high-pressure processed, and hot-filled meal component items. Major 106 defect applies to swollen components not scoreable as Critical 1 defects.

7/ Defect Classification shall be as follows: Critical (defect 1 and 2), Major (101 through 109), Minor (201 through 204).

E-1-J-1-B. Component Open Package Inspection 1/

If meal bag/meal pouch lot number does not have documentation attesting to inspection and acceptance by the Government, qualifying it for use as an operational rations assembly component, perform Component Open Package Inspection, Table II examination.

TABLE II: TOTM Component Open Package Defects:Dehydrated product

A 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, musty or moldy shall be cause for rejection of the lot. Foreign flavor is not applicable to dehydrated product.

B Finished product not equal to or better than the approved product standard in palatability and overall appearance shall be cause for rejection of the lot. Palatability is not applicable to dehydrated product. 1/

C Net weight of an individual pouch less than net weight declared on packaging label. 2/

Hydrated product

A 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, musty or moldy shall be cause for rejection of the lot.

B Finished product not equal to or better than the approved product standard in palatability and overall appearance shall be cause for rejection of the lot. Palatability is not applicable to dehydrated product.

1/ Open package exam only applies to meal bag components with lot numbers/lot identities that do not have documentation attesting to inspection and acceptance by the government as qualified for use as an operational rations assembly component.

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. The finding of any net weight not meeting its label's declared net weight shall be cause for rejection of the lot.

E-1-J-2. Shipping Container Inspection. The filled and closed shipping containers shall be examined for the defects in Table II. The lot size shall be expressed in shipping cases. The sample unit shall be one shipping case. The inspection level shall be S-2 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for minor defects.

TABLE II: TOTM Shipping Container Defects:

CATEGORY:

CRITICAL and MAJOR DEFECTS:

1 Less than 12 meals in a case. 1/

101 Marking omitted, incorrect, illegible, or improper size, location sequence or method of application.

102 Inadequate workmanship 2/

103 Incorrect assortment of menus.

1/ Less than 12 meals in a case shall be cause for rejection of the lot.

2/ Inadequate workmanship is defined as, but not limited to, incomplete closure of container flaps, loose strapping,

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

inadequate stapling, improper taping, or bulged or distorted container.

E-1-J-3. Traceability Examination

Each lot of assembled rations shall be examined to determine compliance with lot traceability requirements prior to shipment. The examination shall be accomplished by using the same sampling plan and samples examined under clause "E-1-J-1. Meal Bag/Meal Pouch Inspection." AQLs are not applicable for the traceability examination. The component lot numbers are recorded from the samples and compared against the lot traceability records provided by the assembler. A defective component lot number is a code which does not correlate with traceability records. Missing or illegible component lot numbers are not to be scored as defects unless there is reason to believe that the component represents a lot other than a lot listed by the traceability records. The finding of any defect will be cause for rejection of the lot.

E-1-K. Subcontracts

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

(2.) In addition to obtaining consent to inspection from subcontractors, the prime contractor agrees to stipulate the applicable inspection provisions cited in subsections E-1, E-2, E-3, E-4, E-5, and Attachments, as requirements in the contract(s) with the subcontractor(s).

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

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

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

E-2. Quality Assurance Provisions for Ration Component Production Plants and Ration Sub Assembly and Assembly Plants Where Government Quality Assurance Representative is Responsible for Performing Government Source Inspection**E-2-A. Packaging and Packing Materials**

Packaging components (e.g., fiberboard shipping boxes, cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape, etc.) are subject to the Certificate of Conformance FAR Clause 52.246-15. Primary packaging/packing materials in contact with the food and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Offeror's may offer Supplier's Certificates of Conformance as documentation. The

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the specifications may be performed by the Government to assure compliance with the specifications. FAR Clause 52.246-15 shall also apply to bond strength tests on retort pouches.

E-2-B. General Inspection Requirements, Methods of Remediation, and Prohibitions

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

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

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

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

E-2-C. Government Verification Inspection. Government verification inspection, tests and exams conducted by either the Government's Quality Assurance Representative (GQAR) or Government designated laboratory, shall be withheld, at a minimum, until documentation of the contractor's conforming and completed inspection results are presented to the GQAR. Unless otherwise authorized, in writing, by the contracting officer, neither the GQAR nor the Government laboratory shall perform Government verification inspection until such time as the contractor's lot submittal package, the package including the documented results of all inspections required to performed by the contractor, is provided to the GQAR and the inspection results contained therein indicate conformance to ALL applicable contractual requirements.

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

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

The Government reserves the right to the reinspection of USDA/USDC inspected supplies, to be performed by a Marketing Specialist, when the Government has reason to believe there are irregularities in product quality due (a) to

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

The component lot number for thermally processed (retorted), high-pressure processed, and hot-filled products packaged in flexible pouches and for food items classified by *The U.S. Army Combat Capabilities Development Command* (DEVCOM) as primary components of operational rations shall be defined as the Julian lot number assigned at the origin manufacturer's plant and the inspection lot shall include only product produced in one personnel work-shift.* (See attachment for listing of primary, secondary, and ancillary operational rations component products). For products packaged in tray pack containers (metal/poly) and other products (including the FRH, food component lots not composed of, as classified by Natick, primary components, final assembled lots, and items listed under candies in the attachment), a lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing subsamples from each sub-lot/sub-code during production of the lot), the sub-samples must be drawn at random from the sub-lot and not inspected until all the sub-samples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection). NOTE: Producers of components classified as "primary components" may petition the contracting officer, on a product-by-product basis (product identity includes NSN), for permission to define a product's lot number as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day.

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

For TOTM component production lots, other than for components procured for the use in the TOTM in accordance with the requirements for procurement for use by the current operational rations contracts and as modified in this solicitation, that are produced in their entirety for and exclusively for use as other than DLA operational rations components, a component lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day.

NOTE: A production lot includes all finished-package product produced in one shift or one production/assembly day, as applicable. Any portion of a production lot withdrawn from the lot prior to the remaining lot's offer for government inspection remains a part of the original production lot. An inspection lot for finished-package product produced in part or in full for use in operational rations contracts includes all finished-package product produced in one production lot, either one shift or one production/assembly days, as applicable.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**E-2-E. Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.**

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

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

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

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

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

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

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

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

E-2-F. Rework of Nonconforming Product Pre or Post Acceptance

Rework of Nonconforming Product: The Government QAR must be informed and provided documentation of all

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

rework results when product is presented for Government verification inspection or prior to Government inspection as indicated below.

E-2-F-A. Corrective Action (Rework/Screen Inspections) Taken Prior to Government End-item Inspection (i. e., Contractor's Receipt Inspections (of both food and non-food supplies), In- Process Inspections, and End-Item Inspections): Unless otherwise specified in Part B, below, all corrective actions, reworks and screening inspections conducted prior to the initial Government end-item inspection of the lot do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. Government End-item Inspection, as used here, includes Government End-item Inspection at CFM and RNC component origin.

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

E-2-F-B. The Following Reworks Must Be Coordinated with the Supervisory GQAR and, As Required, Approved by the Applicable DLA Troop Support-FTR Office.

1. Insect or Rodent Infestation/Contamination: Reworks must be approved by FTRC/FTSC Contracting Officer.

2. Food Safety and Foreign Material:

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

METHOD 1:

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

If the GQAR determines that the corrective action plan is acceptable, the contractor shall submit a "foreign material notification" or "unprocessed container notification" to FTRC, prior to offering the lot for Government inspection. The notification shall include the corrective action plan, the GQAR's recommendation pertaining to the

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plan, and supporting documentation. FTRC shall issue written authorization for offer of the lot for Government inspection.

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

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

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

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

METHOD 2:

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

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

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

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

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

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

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

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

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

(c) Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified, including if the deviant product being offered received an adequate thermal process, when the complete lot is presented for Government end item verification inspection.

(d) Rework/Post-rework Testing of product that, at any time, tested positive or exceeded limits for food borne pathogens, aflatoxin, histamine, methylmercury, is not authorized.

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

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

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

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

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

3. Container Integrity Defects: All reworks due to and/or involving the presence of critical container integrity defects noted during the producer's end-item inspection of finished product component lots and/or final assembly lots;

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noted during Government final lot end-item verification inspections; noted during Government or assembler receipt inspections of finished product component lots, **or noted when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly/subassembly operation** must be approved by the applicable contracting officer. All containers exhibiting the same or other container integrity defects must be removed during a container rework and noted on the rework paperwork.

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

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

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

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

NOTE: A contractor may submit a Standard Rework Procedure for Container Integrity Defects to FTRC for approval and incorporation in the contractor's QSP. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTSB, FTSC, and approved by the applicable contracting officer. See **"6. Standard Rework Procedure (SRP)"** regarding further requirements applicable to use the of SRPs.

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

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

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

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

Reworked lots will be inspected or re-inspected, as applicable, by the GQAR at the location of the rework using the next larger sample size in the case of tests and exams not assigned an AQL by a specification's sampling plan (for example, from 200 samples to 315 for a first verification inspection after rework, from 315 samples to 500 samples

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for a second verification inspection after rework), and using tightened inspection criteria in the case of exams performed in accordance with a specification's sampling plan citing an AQL. Government end-item verification inspection results shall serve as the basis for increasing the severity of inspections of reworked lots. Contractor rework results must be included with other paperwork when the lot is presented for Government end-item verification inspection.

NOTE: A contractor may submit a Standard Rework Procedure (SRP) to FTRC for approval and incorporation in the contractor's QSP. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTSB, FTSC, and approved by the applicable contracting officer. See “**6. Standard Rework Procedure (SRP)**” regarding further requirements applicable to use the of SRPs.

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

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

(1) The contractor shall submit a corrective action plan to the GQAR and to the Contracting Officer. The corrective action plan shall contain, as a minimum, the following:

.....A. Root cause of the deficiency.

.....B. Action taken to correct the deficiency.

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

.....D. Corrective action effective date(s).

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

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

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

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

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

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

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

Applicable to Section E “*Rework of Nonconforming Product Pre or Post Acceptance*”, item B.4., “*Second Time Reworks*”. After any lot's rejection, whether a contractor rejection or a Government rejection, or rework/screening/corrective action, which occur after the contractor's initial offer of the lot to the Government, if a lot is reinspected for contract quality assurance provisions compliance, it will be both Contractor and Government inspected using the next

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

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

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

E-2-F-C. Contractor's Quality History:

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

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

E-2-G. Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

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

E-2-H. Inspection Optimization Allowances

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

NOTE: In the event of the rejection of a lot due to a Government end-item verification inspection, to include any test * designated in Section E, *Inspection Optimization Allowances*, of this solicitation/contract, the allowance is suspended for the effected test characteristic and the contractor shall conduct end-item lot conformance testing for the effected test characteristic. The contractor may submit a request to the Contracting Officer for resumption of the suspended inspection optimization allowance(s).

* Does not include tests addressed in “*Additional Quality Assurance Provisions for Pouch Integrity/Internal Pressure Testing of Product Lots Subject to Filled and Sealed Pouch Examinations for Critical Category Defects*”

1. Residual Gas

Applicable to MIL-PRF-44073, 4.2 Performance characteristics testing:

a) In lieu of an end-item test of filled and sealed thermoprocessed, high-pressure processed or hot-fill processed pouches for characteristic “residual gas volume”, the contractor may submit a certificate of compliance based on in-process, post-retort inspection results as evidence that each lot conforms with the requirements of the specification, under the condition that inspection level of post process pouches equals or exceeds the inspection levels as outlined in this section for end-item exam.

b) Any corrective actions taken by the contractor in response to contractor findings shall be taken in accordance to the approved QSP for these defects noted during the in-process exam of post-process operational rations pouches. A COC shall be provided with the thermoprocessed, high-pressure processed, or hot fill processed pouches lot submittal that certifies the in-process data of the thermoprocessed, high-pressure processed, or hot-fill processed pouches lot has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request.

2. Internal Pressure

Applicable to MIL-PRF-44073, 4.2 Performance characteristics testing:

a) In lieu of an end-item test of filled and sealed thermoprocessed, high-pressure processed or hot-fill processed pouches for characteristic “internal pressure”, the contractor may submit a certificate of compliance based on

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postprocess in-process inspection results as evidence that each lot conforms with the requirements of the specification, under the condition that inspection level of post process pouches equals or exceeds the inspection levels as outlined in this section for end-item exam.

b) Any corrective actions taken by the contractor in response to contractor findings shall be taken in accordance to the approved QSP for these defects noted during the in-process exam of post-process operational rations pouches. A COC shall be provided with the thermoprocessed, high-pressure processed, or hot fill processed pouches lot submittal that certifies the in-process data of the thermoprocessed, high-pressure processed, or hot-fill processed pouches lot has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request.

c) In the event of the rejection of a lot based upon the original testing of an inspection lot conducted by the Government in accordance with *MIL-PRF-44073, 4.5.6 Internal pressure test* (e.g., MIL-PRF 44073, PCG&QAP 32451, PCR-S-023, PCR-C-039), *Inspection Option Allowances, 3. Internal Pressure*, does not apply. Unless otherwise authorized by the Contracting Officer, contractor is required to perform end-item internal pressure testing by testing the same number of test samples as required to be tested for Government end-item internal pressure inspection.

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

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

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

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

(C.) Any corrective actions taken by the contractor in response to contractor findings shall be taken in accordance with the approved QSP for the defects noted during the in-process exam of the Granola with Milk product.^{2/} A COC shall be provided with the lot submittal that certifies the in-process data of the Granola with Milk product has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request

^{2/} Corrective actions due to foreign material findings shall be administered in accordance with the requirements in section E-2-F-B.2 *Food Safety and Foreign Material* of the solicitation/contract.

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**E-3. Quality Assurance Requirements for TOTM Final Assembler and TOTM Finished Product Component Required to Comply with Operational Rations Contract Requirements****E-3-A. Higher Level Quality Requirements - Documented Quality Systems Plan (QSP)**

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

QSP General Outline**I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN****II. TRAINING****III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS****IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT (IAW NCSL Z540.3 or ISO 10012)****V. CONTROL AND PROTECTION OF PRODUCT:**

1. Handling, Storage, Packaging, Preservation, and Delivery Program
2. Product Identification and Traceability Program
3. Inspection and Test Status and Records
4. Control of Nonconforming Material/Product

VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER- SUPPLIED PRODUCT**VII. RECEIPT INSPECTION AND TESTING****VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:**

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

IX. REGULATORY CONTROLS

1. General Regulatory Requirements (as applicable to the plant USDA-FSIS, FDA, GMP, HACCP, SSOP, USDA Dairy, etc.).

2. Integrated Pest Management and Sanitation Programs*

X. END-ITEM INSPECTION AND TESTING (IAW product/material specifications/documents and ANSI/ASQ Z1.4)**XI. INTERNAL AUDITS****CONTINUED ON NEXT PAGE**

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

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

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

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Process Inspection and Testing section of the documented QSP. Redundant areas/requirements (cited in the MPC or the SPC QAPs) need only be addressed once in the QSP. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of NCSL Z540.3 or ISO 10012.

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

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

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

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

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

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

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

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

Send MAILED OFFER to:

ATTN: Michael Olsakowski and Tiendung Nguyen

DLA TROOP SUPPORT

POST OFFICE BOX 56667

PHILADELPHIA, PA 19111-6667

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

ATTN: Benjamin Jackson

1400 INDEPENDENCE AVE. SW

ROOM 1536, SOUTH BLDG.

WASHINGTON, DC 20250-0247

b. USDA-AMS INSPECTION AREA OFFICE:

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

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

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

ARMY PUBLIC HEALTH CENTER

VETERINARY SERVICES PORTFOLIO

Attn: MCHB-IP-VF

CHIEF, OPERATIONAL RATIONS

5158 BLACKHAWK ROAD BLDG. E5158

ABERDEEN PROVING GROUND, MD 21010-5403

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

a. DCMA GARDEN CITY

605 STEWART AVE.

GARDEN CITY, NY 11530-4761

b. DCMA DAYTON

1507 WILMINGTON PIKE DAYTON, OH

45444-5300

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

Send MAILED OFFER to:

ATTN: FTSB Operational Rations Quality Systems Audit Team

DLA TROOP SUPPORT

POST OFFICE BOX 56667

PHILADELPHIA, PA 19111-6667

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

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

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

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

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

contractor to fulfill a Government contract).

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

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

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

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

Food Defense Plans will be evaluated to ensure compliance with the DLA Troop Support Food Defense Checklist. All areas of concern listed in the DLA Food Defense Checklist must be addressed within the FDP. Points will be deducted for not addressing each element listed in the DLA Troop Support Food Defense Checklist, or by not providing the information requested (e.g., establishment registration information). A copy of the FD Checklist is available online to download at the web address:

https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.pdf or through the applicable Contracting Officer, or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656.

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

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

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

E-3-A-2. The following is applicable to this contract:

QUALITY ASSURANCE PROVISION MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

(2) When in-process inspection of material is not practical, control by monitoring processing methods, equipment, and personnel shall be provided. Both in-process inspection and process monitoring shall be provided when control is inadequate without both. (3) Prompt corrective action shall be taken when noncompliance or out of control conditions occur.

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

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

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

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

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

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

E-3-A-3. The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract:

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

The requirements of this QAP shall be addressed in the Documented Quality System Plan (QSP) when applicable.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

I. General Requirements:

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

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

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

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

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

II. Specific Requirements:

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

1. For Thermostabilized, High-Pressure Processed, or Hot Filled Items: (1) Laminated barrier pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.), (2) Polymeric tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) and (3) All thermostabilized items - the critical control points of the process schedule as determined by the contractor's Processing Authority and critical control points of the retort process schedule. The critical control points,

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

other control points, and the contractor's Processing Authority shall be clearly identified in the Regulatory Controls Section and/or the In-Process and Process Inspection and Testing Section of the contractor's QSP, as applicable.

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

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

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

5. For Other Items SPC techniques are optional.

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

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

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

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

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

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

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

E-3-A-4. The contractor's documented QSP and implemented Quality Systems are to be verified by the in-plant Government QAR's/inspectors, when Government source inspection is required, in accordance with the DLA Troop Support Operational Rations Documented QSP Evaluation Guideline- Workbook I, the regulations/and file codes of the respective inspection agency, and the particular requirements detailed in the contract.

E-3-B. Thermostabilized Components, High-Pressure Processed Components, Hot-Filled Components, Granolas, Cheese Spreads, Soup Spreads, and Flameless Ration Heaters (FRH):

All thermally processed components, high-pressure processed components, hot-filled components, granolas, cheese spreads, soup spreads, and flameless ration heaters procured by the contractor for use as components in TOTM final assembly shall be procured in accordance with the contract requirements currently in place for the current applicable operational rations contract (e.g., CCAR, MCW, MORE, MRE, and RNC).

E-3-C. Additional Sanitary Conditions Requirement for Product Containing Dairy Ingredients and Non-Dairy

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**Creamer**

End item food components 1/ containing dairy ingredients, the end item processing plants, the end item packaging plants, and all plants providing the end item's dairy ingredients must be approved for USDA Grading Service by the USDA, Marketing and Regulatory Programs, Agricultural Marketing Service (AMS), Dairy Grading Program, Washington, DC, 20250, and under 7 CFR, Part 58, prior to start of production. Contractors are responsible for obtaining such inspection and approval as early as necessary in order to meet contract delivery schedules. For information, please contact the inspection services of USDA, AMS, Dairy Grading Branch, telephone (202) 720-9381 or (630) 437-5037.

End item food components 1/ containing non-dairy creamer, the end item processing plants, the end item packaging plants, and all plants providing the end item packager with non-dairy creamer must be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command as cited in paragraph (1) of Provision "9044 Sanitary Conditions" as used in this solicitation. Suppliers also agree to inform the contracting officer immediately upon notification that an approved manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) of Provision "Sanitary Conditions". The contracting officer will also be notified when sanitary approval is regained and listing is reinstated. 1/ End item food components except for commercially sterile components and finished components packaged, without further processing, from commercially packaged bulk components.

E-3-B. Bakery, Beverage, Spreads, and Wet-Pack Fruit Components

Products, packaged, labeled, and inspected in accordance with an operational rations contract (e.g., CCAR, MCW, MORE, MRE, and RNC)) that are procured by the contractor for use as components in TOTM final assembly shall be procured in accordance with the contract requirements currently in place for the current applicable operational rations contract (e.g., CCAR, MCW, MORE, MRE, and RNC). See Section C-4, *Miscellaneous Requirements*.

E-4. FAR Clauses**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

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

.....Title Number Date Tailoring

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

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

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

NOTE 1: At the election of the contractor, the contractor may select an industry standard equivalent to ANSI/ISO/ASQ Q9001; cite the Title, Number, and Date and Tailoring (if any) and check the appropriate box. NOTICE: The following Federal Acquisition Regulation clauses are incorporated by reference:

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E-5. CONTRACT PROVISIONS

9003 MEASURING AND TEST EQUIPMENT (JAN 2014) Notwithstanding any other clause to the contrary, and/or in addition thereto, the Contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with International Organization for Standardization (ISO) 10012:2003 or American National Standards Institute (ANSI)/National Conference of Standards Laboratories (NCSL) Z540.3 (R2013).

9013 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (SEP 2007) When required, the contractor will select samples of end items or components or both for contractor examination or testing as required by the item specification or other contract provisions. In addition, the government may select samples of end items or components or both at origin for the purpose of conducting required inspection. The government may use, consume, destroy or retain said samples at its option. Notwithstanding any other provision of the contract, the contractor shall bear the cost of contractor and government samples selected at origin, whether the supplies are accepted or rejected. Furthermore, unless otherwise specified, any sample unit which is altered as a result of the performance of any required examination or test so as to no longer meet the required characteristic of the component or end item, shall not be included as part of the supplies delivered under the contract. Examples of such alteration include, but are not limited to, cutting an item to remove a slice or observe internal surface characteristics, procedures requiring re-canning/re-cooking of the product, thawing and refreezing.

9023 GENERAL INSPECTION REQUIREMENTS (FEB 2024)**(a) Inspection.**

(1) The Contractor shall employ the services of the United States Department of Agriculture (USDA), Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish in process origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The Contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity. The Contractor shall furnish the Government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers, and referenced specifications). Offerors may contact the appropriate Government office to discuss inspection procedures prior to submitting offers; however, nothing provided thereby shall be construed to alter the applicable specification in any manner or to reduce the responsibility of Contractor to comply with such specifications.

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

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

(4) Supplies will be rejected when any evidence of insect activity (live or dead in any stage of development) or

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

rodent activity/contamination is found in or on product, packaging, packing or unitization.

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

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

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

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

9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS (FEB 2024)

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

(a) Optional Contractor Testing.

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

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

inspection.

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

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

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

NOTE: The contracting officer may interrupt, discontinue, or disqualify a contractor/subcontractor from Government skip-lot verification testing, in part or in its entirety, if she/he determines that skip-lot testing is not in the best interest of the Government.

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

(d) Compliance of Product.

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

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

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

(1) Unless the Government agency having jurisdiction has inspected the item produced at the Contractor's plant within the previous 120 days and determined the item to be reliable^{B/}, and unless otherwise specified in this contract, for each different type of end-item presented for inspection, in order to initially qualify a product-test combination for

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

(2) A Contractor's testing system by specific product and by specific test, shall be considered unreliable when a Government verification test result indicates product nonconformance to contract requirements. When a Contractor's testing system for a specific product is determined to be unreliable, compliance testing will revert to the Government, and all items shall be inspected by the Government prior to shipment.

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

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

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

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

NOTE 3: Under all circumstances when determining a Contractor test system reliability status, in addition to a test

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

(f) Remediated Lots.

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

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

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

(h) Format for Contractor/subcontractor test report.

Name and Address of Contractor:

Name and Address of Subcontractor: (if applicable)

Received for Testing: (date)

Contract Number:

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

Quantity Tested:

Applicable Specification:

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

Quantity in Lot: (units)

Testing Completed: (date)

Test Report

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

(Typed name and title of laboratory official and signature)

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

Certification

I certify that the above test results were furnished to this firm to cover the testing of samples which are representative

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

of the lot, and to the best of my knowledge and belief, have been found to comply with the analytical requirements of the specification, contract no. _____

Signature: _____

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

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

Certification

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

Signature: _____

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

Distribution:

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

Signature: _____

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

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

Certification

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

Signature: _____

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

Distribution:

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

9025 REINSPECTION OF NONCONFORMING SUPPLIES (NOV 2011)

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

(b) When origin inspection is performed by the USDA or USDC and supplies are found to be nonconforming at destination, the Contractor may petition the Contracting Officer to obtain permission for a single reinspection,

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

provided such petition provides valid technical reasons to believe the destination inspection findings were erroneous. The reinspection shall be performed in accordance with the original destination inspection criteria unless otherwise specified by the Contracting Officer.

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

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

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

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

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

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

9044 SANITARY CONDITIONS (FEB 2024)

As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAI 3221, Veterinary Affairs, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Medical Command Veterinary Services, or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDC) and possessing a USDA/USDC establishment number. This requirement applies to all RNC and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by USAIPH will be routed through DLA Troop Support-FTSC for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTSC, in coordination with the Chief, Approved Sources Division, USAIPH

(a) Food establishments.

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

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

(i) Meat and meat products and poultry and poultry products may be supplied from

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

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

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

These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade `A' Pasteurized Milk Ordinance” (PMO) published by the USDHHS, FDA at <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

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

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

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

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

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

9045 Federal Food, Drug and Cosmetic Act-Wholesale Meat Act (AUG 2008)

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

- (1) Shipped in interstate commerce,
- (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

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

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

9049 Storage of Semiperishable Components for Operational Rations (e.g., CCAR, MCW, MORE, and MRE) (FEB 2024)

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

E-6. INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

(a) The following is applicable to this acquisition:

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

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

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

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

Plant: _____

Street: _____

City/State/Zip: _____

ATTACHMENTS

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

ATTACHMENT 2 SUBSTITUTION REQUEST TEMPLATE

ATTACHMENT 3 MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE

ATTACHMENT 6 REQUEST FOR EARLY GOVERNMENT INSPECTION

The above attachments may be downloaded from website:

<https://www.dla.mil/Troop-Support/Subsistence/Operational-rations/>

ATTACHMENT 1

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

USE COMPANY LETTERHEAD FOR REQUEST DATE: _____

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)01 Type of Request: Waiver Notification Re-inspection Rework

02 Nature of Request: _____

03 Approval Required from DLA: Yes No

04 Contractor Name/Address: _____

05 Contract Number: _____

06 Product Name: _____

07 National Stock Number: _____

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

09 Lot Number (s): _____

10 Sublot (s) (If Applicable): _____

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

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

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

12.c Other waivers/reworks: (Provide specific details regarding the manufacturing lines when the issue is being attributed to a particular line, batch, time, etc.) _____

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

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

14 Sample Size; Defect; Accept/Reject: _____

15 Defect Classification: Critical Major Minor NA

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

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

19 Date of Incident: _____

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

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

21 **Root Cause of nonconformance or deviation** (Describe using a short detailed paragraph or expand as necessary):
Note: The citation of the number of nonconformances exceeding an end-item inspections acceptance number is not the identification of the root cause(s) of a nonconformance. _____22 **Corrective Action** (Describe using a short detailed paragraph or expand as necessary): _____23 **Preventive Action** (Describe using a short detailed paragraph or expand as necessary): Note: (Within the 30 day

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

time limit to submit a rework, identify in your request if preventive actions were deemed necessary, and if so what preventive actions have been implemented) _____

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

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

26 Estimated Cost: _____

27 Effect on Delivery: _____

28 Justification for request: _____

29 Accompany each

Thank you,

Point of Contact Info with phone number and email address

ATTACHMENT 2**SUBSTITUTION REQUEST TEMPLATE****SUBSTITUTION REQUEST TEMPLATE**

USE COMPANY LETTERHEAD FOR REQUEST DATE: _____

Subject: Substitution request for [COMPONENT NAME]

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

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

03 Component for Which Substitution Is Required: _____

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

05 Substitution Quantity Required: _____

06 Time Period for Substitution: _____

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

08 Number of Affected Menus: _____

09 Number of Affected Cases: _____

10 Proposed Substitution(s): _____

Note 1: Provide nutritional information (preferably a copy of the Nutrition Facts label from the package) for the component that the substitution is required for as well as any proposed substitution. At a minimum, calories, fat, protein, carbohydrates, and sodium information is required) Thank you, Point of Contact Info with phone number and email address.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**ATTACHMENT 3****MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE****PART A - These are RECOMMENDED actions following notification of any laboratory microbiological test result other than a fully conforming microbiological test result.**

1. Now is the time to review your operations and gather data. The following actions are recommended when nonconforming microbiological test results are detected or a presumptive positive test result for Salmonella, Escherichia coli (E. coli), or other identified pathogens has been issued by the USDA National Science Laboratory performing the test.
2. Identify, segregate, and place suspect lot on medical hold.
3. Identify all ingredients used in suspect lot by manufacturer and lot number.
4. Identify all other products/lots with ingredients in common to the suspect lot. If other products/lots were produced with any of the same ingredients (manufacturer and lot number) as the suspect lot, locate, segregate, and place those lots on medical hold.
5. Do not produce any further products/lots with the same ingredients (manufacturer and lot number) as the suspected lot, place these ingredients on medical hold.
6. If currently producing with the same ingredients (manufacturer and lot number) as the suspected lot, ensure the product is identified, segregated, and placed on medical hold.
Steps 2-6 are to ensure that suspect product and/or common ingredients from suspected lot do not enter the supply chain. Recommend a spreadsheet be developed listing end products by lots against ingredients by lots.
7. Identify all lots produced after the suspect lot for which the same equipment was used in blending, processing, and/or packaging.
8. Identify when involved equipment was wet washed and sanitized prior to and after the production of the suspect lot.
9. Review all production, maintenance, sanitation, and QA records for the day before and the day of suspect lot production.
10. Review visitor logs for the day before and day of production.
11. Review employee records for the day before and the day of production.
12. Review facility environmental conditions (e.g., temporary standing water due to heavy rains; broken windows or doors; storage areas, etc.) for the day before and day of production.
Steps 7-12 are to determine if something happened the day of production or the day prior that may have lead to contamination of the product or its ingredients.
13. Consider conducting a full sanitation cycle (for example, wet wash and sanitize equipment/line) on the line the suspect lot was produced on. Also consider a full sanitation cycle on any other line that common ingredients (manufacturer and lot number) to the suspect lot were used in.
14. Determine relationships between the suspect lot all other products with respect to: a) equipment/environment; b) personnel; and c) ingredients.
15. Review collected data for completeness and await results of confirmation testing; you are now prepared should the presumptive be confirmed as an actual positive. In your review if you identify a probable/possible source of

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

contamination you should take immediate corrective action and notify the government.

16. The government may require additional inspection/review prior to certification of products offered during the interim period between notification of presumptive positive and the results of the confirmation test. To include, but not limited, to certification/verification that the offered lot has no relationship (equipment/environment; personnel; ingredients) to the presumptive lot.

17. Review the collected data from recent environmental sampling to help identify a probable/possible source of contamination.

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

18. Ensure you have performed steps 1 through 17 above.

19. Develop a detailed report with the above gathered information. It is the responsibility of the contractor to provide the government a detailed report indicating the probable/possible source of contamination, relationships between the suspect lot and all other government products, and a corrective action plan to prevent recurrence.

20. Once the government has a full detailed report from the contractor the government will determine what further action(s) is/are required to ensure offered products meet government requirements.

21. Further actions may include, but are not limited to, increased auditing by the U.S. Army Public Health Center, additional product testing, tightened inspection requirements that could include increased sample sizes and modified testing procedures, additional testing of other lots/products, testing of raw ingredients, performing additional environmental sampling in production areas associated with the microbiological failure, submission of manufacturers certificates, or condemnation.

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

ATTACHMENT 6**REQUEST FOR EARLY GOVERNMENT INSPECTION**

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

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

(1) The contractor shall list by individual product (i.e., by name and NSN) those products for which the contractor is requesting early GQAR/Lab inspection performance.

(2) The contractor shall identify those inspections (exams and/or tests) for which the contractor is requesting early Government inspection performance and shall indicate which inspections are requested for which products.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

B. Conditions of early Government inspection requiring contractor concurrence:

(1) All lots for which the Contracting Officer authorizes early Government inspection shall be sampled by the GQAR. The contractor shall be responsible for communicating to the GQAR when each early Government inspection lot is available to the GQAR for sampling, using a system comprehended by all involved parties.

(2) For each lot that the contractor wants forwarded by the GQAR to be early Government inspected, the contractor shall submit to the GQAR, in writing, a signed and dated document, requesting that the GQAR commence shipment of each lot's test samples to the contractually designated laboratory. The request must identify by lot number(s) the specific lot(s) to be shipped by the GQAR.

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

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

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

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

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

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE**SECTION E - INSPECTION AND ACCEPTANCE**

NOTE: The Quality Assurance Provisions cited in Section E of this solicitation are required for contractor, Army

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

Veterinary, and USDA inspection.

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

NOTE: In addition to any inspection requirements cited in solicitation/contract and/or prime documents, for thermostabilized items, high-pressure processed items, and hot-filled items, exclusive of cheese spreads, inspection for packaging, labeling and packing, and marking shall be in accordance with the Quality Assurance Provisions and Packaging Requirements for MIL-PRF-44073 and the Quality Assurance Provision contained in Section E of this solicitation.

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

E-1. Quality Assurance Provisions for Ration Assembler

E-1-A. The word "contractor" as used herein, shall mean the ration assembly/sub assembly contractor to which this contract applies.

E-1-B. The contractor will have a quality assurance program that supports continuous improvement in accordance with the particular requirements applicable to the TOTM for final assembly of the TOTM ration and for component packaging.

E-1-C. Government verification inspection may be accomplished by utilizing smaller sample sizes provided sampling plans utilized do not increase producer's sampling risk as assessed by applicable (ANSI/ASQC Z1.4) operating characteristic curves. Contracting Officer approval must be obtained prior to skip lot and/or reduced inspection.

E-1-D. AVI inspection is required for the final assembly of TOTMs, i.e., menus and final cases. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

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

E-1-F. Plan for the Inspection Job (PIJ) - TOTM

(A.) Prior to initiating production of supplies, the contractor must furnish information to and cooperate in the completion by the GQAR of DSCP Form 3587 (Plan for the Inspection Job (PIJ)) or a PIJ document of a form acceptable to the GQAR. The DSCP Form 3587 or PIJ document shall include, but not necessarily be limited to, the data or information necessary to complete and finalize the DSCP Form 3587 and sub-part (B.) of this part of sub-section E-2, and which shall address procedures for supplying the GQAR with information necessary to maintain the **GQAR's Critical Defect Log** and informing the GQAR of Contractor's response to meeting or exceeding critical defect action levels/process averages documented in the contractor's Quality Systems Plan. A copy of Form 3587 can be found at <https://www.dla.mil/TroopSupport/Subsistence/OperationalRations/qapubs/>

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

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

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

(C) The Plan for the Inspection Job document, in addition to addressing requirements in the preceding parts (A) and (B), must include:

1. Agreement that the cognizant quality assurance service will be notified in advance of each day's production so that arrangements can be made by the Government to have Quality Assurance Representatives (QAR) available.
2. Procedures for notification of critical defects, ex. swellers, leakers and/or excessive amounts of defects being found.

E-1-G. For Entrees and Components (including Packaging and Packing Materials) - TOTM:

Contractor is responsible for receipt inspection at assembly plant for all items to include, as a minimum, compliance with the applicable requirements. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot.

Receipt examinations for pouch integrity (CFM and RNC), shall be performed in accordance with origin pouch examination criteria for each production lot of finished component product with origin filled and sealed pouch examination criteria which include critical category defects (e.g., cheese spread and product packaged in accordance with MIL-PRF-44073). Samples for receipt inspection shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in this solicitation/contract will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option. There will be no grand lotting of finished component products which have origin filled and sealed pouch examination criteria which include critical category defects.

E-1-H. Inspection and Acceptance for the Assembled TOTM:

- a. Inspection and acceptance shall be at origin (assembler).
- b. In the event the Government determines the product to be unsatisfactory, it shall have the rights provided in the Supply Warranty Clause. A valid quality complaint affecting the serviceability of the product, resulting from this procurement may be used as a factor in a determination by the Contracting Officer as to the responsibility of the

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contractor as supplier for future procurements.

c. In lieu of performing the inspections cited in E-1-J-1-A Meal Bag/Meal Pouch Inspection, E-1-J-1-B Component Open Package Inspection, E-1-J-2 Shipping Container Inspection, and E-1-J-3 Traceability Examination, the contractor may offer a Certificate of Conformance (CoC) as contractor's verification of conformance.

E-1-J-1. Meal Bag/Meal Pouch Inspection - TOTM

The filled and sealed meal bags/meal pouches shall be examined for the defects in Table I. The lot size shall be expressed in shipping cases. The sample unit shall be one filled and sealed meal bag/meal pouch. The inspection level shall be S-2 and the AQL expressed in terms of defects per hundred units shall be 2.5 for major defects and 6.5 for minor defects. The finding of any critical defect shall be cause for rejection of the lot. The sample meal bags/meal pouches shall be selected from shipping containers, which have been filled and sealed. The inspection sample shall contain a proportionate amount of each of the menus.

TABLE I: TOTM Assembled Meal Bag/Meal Pouch and Component Package Defects:

- 1 Swollen pouch. 6/
- 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. 6/
- 101 Seal width is less than 1/16 inch. 1/
- 102 Menu component missing or incorrect assortment for menu. 2/
- 103 Meal pouch not clean or outer packaging of its contents not clean. 3/
- 104 Foreign odor.
- 105 Labeling missing or incorrect or illegible.
- 106 Swollen peanut butter or jelly or jam pouch.
- 107 Tear or hole or open seal in component packages.
- 108 Crushed or broken component. 4/
- 109 Broken spoon.
- 110
- 201 Tear nick, notch or 1/8 inch (3.175 mm) zig-zag cut missing.
- 202 Tear or hole or open seal or split in meal pouch.
- 203 Tear or hole or open seal in subassembly/accessory packet.
- 204 Labeling graphics of meal pouch not correct.

1/ An effective seal is defined as any uncontaminated, fusion bonded, continuous path, minimum 1/16 inch wide, producing a hermetically sealed pouch.

2/ A missing entrée shall be cause for rejection of the lot.

3/ Outer packaging shall be free from foreign matter, which is unwholesome, has the potential to cause package damage (i.e. glass, metal filings, etc.), or generally detracts from the clean appearance of the package. The following

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examples shall not be scored as defects for unclean:

a. Foreign matter which presents no health hazard or potential package damage and which can be readily removed by gently shaking the package or by gently brushing the package with a clean dry cloth.

b. Localized dried product which affects less than 1/8 of the total surface area of one pouch face, or an aggregate of scattered dried product which affects less than 1/4 of the total surface area of one pouch face.

4/ For definition of crushed or broken: document. Any utensil breakage. Single piece food component more than 10% of volume crushed or broken into more than two pieces

5/ A CoC may be accepted as evidence of conformance.

6/ Critical 1 defect applies to cheese spreads, thermostabilized, high-pressure processed, and hot-filled meal component items. Major 106 defect applies to swollen components not scoreable as Critical 1 defects.

7/ Defect Classification shall be as follows: Critical (defect 1 and 2), Major (101 through 109), Minor (201 through 204).

E-1-J-1-B. Component Open Package Inspection 1/

If meal bag/meal pouch lot number does not have documentation attesting to inspection and acceptance by the Government, qualifying it for use as an operational rations assembly component, perform Component Open Package Inspection, Table II examination.

TABLE II: TOTM Component Open Package Defects:**Dehydrated product**

A 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, musty or moldy shall be cause for rejection of the lot. Foreign flavor is not applicable to dehydrated product.

B Finished product not equal to or better than the approved product standard in palatability and overall appearance shall be cause for rejection of the lot. Palatability is not applicable to dehydrated product. 1/

C Net weight of an individual pouch less than net weight declared on packaging label. 2/

Hydrated product

A 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, musty or moldy shall be cause for rejection of the lot.

B Finished product not equal to or better than the approved product standard in palatability and overall appearance shall be cause for rejection of the lot. Palatability is not applicable to dehydrated product.

1/ Open package exam only applies to meal bag components with lot numbers/lot identities that do not have documentation attesting to inspection and acceptance by the government as qualified for use as an operational rations assembly component.

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. The finding of any net weight not meeting its label's declared net weight shall be cause for rejection of the lot.

E-1-J-2. Shipping Container Inspection. The filled and closed shipping containers shall be examined for the defects in Table II. The lot size shall be expressed in shipping cases. The sample unit shall be one shipping case. The inspection level shall be S-2 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for minor defects.

TABLE II: TOTM Shipping Container Defects:

CATEGORY:

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- 1 Less than 12 meals in a case. 1/
- 101 Marking omitted, incorrect, illegible, or improper size, location sequence or method of application.
- 102 Inadequate workmanship 2/
- 103 Incorrect assortment of menus.

1/ Less than 12 meals in a case shall be cause for rejection of the lot.

2/ Inadequate workmanship is defined as, but not limited to, incomplete closure of container flaps, loose strapping, inadequate stapling, improper taping, or bulged or distorted container.

E-1-J-3. Traceability Examination

Each lot of assembled rations shall be examined to determine compliance with lot traceability requirements prior to shipment. The examination shall be accomplished by using the same sampling plan and samples examined under clause "E-1-J-1. Meal Bag/Meal Pouch Inspection." AQLs are not applicable for the traceability examination. The component lot numbers are recorded from the samples and compared against the lot traceability records provided by the assembler. A defective component lot number is a code which does not correlate with traceability records. Missing or illegible component lot numbers are not to be scored as defects unless there is reason to believe that the component represents a lot other than a lot listed by the traceability records. The finding of any defect will be cause for rejection of the lot.

E-1-K. Subcontracts

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

(2.) In addition to obtaining consent to inspection from subcontractors, the prime contractor agrees to stipulate the applicable inspection provisions cited in subsections E-1, E-2, E-3, E-4, E-5, and Attachments, as requirements in the contract(s) with the subcontractor(s).

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

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

(5.) To enable the contracting officer to make a determination of responsibility, each offeror must furnish with his

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offer the name and address of each subcontractor from whom it proposes to obtain the component(s).

E-2. Quality Assurance Provisions for Ration Component Production Plants and Ration Sub Assembly and Assembly Plants Where Government Quality Assurance Representative is Responsible for Performing Government Source Inspection

E-2-A. Packaging and Packing Materials

Packaging components (e.g., fiberboard shipping boxes, cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape, etc.) are subject to the Certificate of Conformance FAR Clause 52.246-15. Primary packaging/packing materials in contact with the food and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Offeror's may offer Supplier's Certificates of Conformance as documentation. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the specifications may be performed by the Government to assure compliance with the specifications. FAR Clause 52.246-15 shall also apply to bond strength tests on retort pouches.

E-2-B. General Inspection Requirements, Methods of Remediation, and Prohibitions

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

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

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

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

E-2-C. Government Verification Inspection. Government verification inspection, tests and exams conducted by either the Government's Quality Assurance Representative (GQAR) or Government designated laboratory, shall be withheld, at a minimum, until documentation of the contractor's conforming and completed inspection results are presented to the GQAR. Unless otherwise authorized, in writing, by the contracting officer, neither the GQAR nor the

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Government laboratory shall perform Government verification inspection until such time as the contractor's lot submittal package, the package including the documented results of all inspections required to be performed by the contractor, is provided to the GQAR and the inspection results contained therein indicate conformance to ALL applicable contractual requirements.

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

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

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

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

The component lot number for thermally processed (retorted), high-pressure processed, and hot-filled products packaged in flexible pouches and for food items classified by *The U.S. Army Combat Capabilities Development Command* (DEVCOM) as primary components of operational rations shall be defined as the Julian lot number assigned at the origin manufacturer's plant and the inspection lot shall include only product produced in one personnel work-shift.* (See attachment for listing of primary, secondary, and ancillary operational rations component products). For products packaged in tray pack containers (metal/poly) and other products (including the FRH, food component lots not composed of, as classified by Natick, primary components, final assembled lots, and items listed under candies in the attachment), a lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing subsamples from each sub-lot/sub-code during production of the lot), the sub-samples must be drawn at random from the sub-lot and not inspected until all the sub-samples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection). NOTE: Producers of components classified as "primary components" may petition the contracting officer, on a product-by-product basis (product identity includes NSN), for permission to define a product's lot number as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day.

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

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For TOTM component production lots, other than for components procured for the use in the TOTM in accordance with the requirements for procurement for use by the current operational rations contracts and as modified in this solicitation, that are produced in their entirety for and exclusively for use as other than DLA operational rations components, a component lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day.

NOTE: A production lot includes all finished-package product produced in one shift or one production/assembly day, as applicable. Any portion of a production lot withdrawn from the lot prior to the remaining lot's offer for government inspection remains a part of the original production lot. An inspection lot for finished-package product produced in part or in full for use in operational rations contracts includes all finished-package product produced in one production lot, either one shift or one production/assembly days, as applicable.

E-2-E. Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.

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

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

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

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

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

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

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authorized.

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

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

E-2-F. Rework of Nonconforming Product Pre or Post Acceptance

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

E-2-F-A. Corrective Action (Rework/Screen Inspections) Taken Prior to Government End-item Inspection (i. e., Contractor's Receipt Inspections (of both food and non-food supplies), In- Process Inspections, and End-Item Inspections): Unless otherwise specified in Part B, below, all corrective actions, reworks and screening inspections conducted prior to the initial Government end-item inspection of the lot do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. Government End-item Inspection, as used here, includes Government End-item Inspection at CFM and RNC component origin.

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

E-2-F-B. The Following Reworks Must Be Coordinated with the Supervisory GQAR and, As Required, Approved by the Applicable DLA Troop Support-FTR Office.

1. Insect or Rodent Infestation/Contamination: Reworks must be approved by FTRC/FTSC Contracting Officer.

2. Food Safety and Foreign Material:

(a) All corrective actions performed on product due to foreign material and/or processed/ unprocessed container mix-ups must be approved by FTRC. FTRC approval may be accomplished by means of one the two following

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methods, the methods being subject to change as determined by the contracting officer to be necessary for determining FTRC approval:

METHOD 1:

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

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

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

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

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

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

METHOD 2:

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

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

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

In all cases, it is recommended that the GQAR be notified as soon as possible if and when incidents

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involving the finding by the contractor of foreign material in product and/or product ingredients.

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

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

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

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

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

(c) Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified, including if the deviant product being offered received an adequate thermal process, when the complete lot is presented for Government end item verification inspection.

(d) Rework/Post-rework Testing of product that, at any time, tested positive or exceeded limits for food borne pathogens, aflatoxin, histamine, methylmercury, is not authorized.

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

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

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

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

3. Container Integrity Defects: All reworks due to and/or involving the presence of critical container integrity defects noted during the producer's end-item inspection of finished product component lots and/or final assembly lots; noted during Government final lot end-item verification inspections; noted during Government or assembler receipt inspections of finished product component lots, **or noted when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly/subassembly operation** must be approved by the applicable contracting officer. All containers exhibiting the same or other container integrity defects must be removed during a container rework and noted on the rework paperwork.

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

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

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

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

NOTE: A contractor may submit a Standard Rework Procedure for Container Integrity Defects to FTRC for approval and incorporation in the contractor's QSP. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTSB, FTSC, and approved by the applicable contracting officer. See "**6. Standard Rework Procedure (SRP)**" regarding further requirements applicable to use the of SRPs.

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

4. Second Time Reworks: All second time reworks must be approved by the applicable FTR contracting officer. Applicable to combinations of contractor and government end-item and receipt inspection results involving reworks due to exam and or test rejections not due to the presence of critical defects or foodborne pathogens. When determining what constitutes a second time rework, consider the first Government lot rejection to be the initial rejection and its subsequent rework to count as the "first rework". Any second lot rejection, by either the contractor or

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

the Government, rejected for the same examination or test that occasioned the “first rework” shall be cause for asking approval of “second rework”. When an inspection examines or tests for the presence of a critical defect, refer to preceding sub-part “**3. Container Integrity Defects.**”

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

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

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

NOTE: A contractor may submit a Standard Rework Procedure (SRP) to FTRC for approval and incorporation in the contractor's QSP. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTSB, FTSC, and approved by the applicable contracting officer. See “**6. Standard Rework Procedure (SRP)**” regarding further requirements applicable to use the of SRPs.

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

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

(1) The contractor shall submit a corrective action plan to the GQAR and to the Contracting Officer. The corrective action plan shall contain, as a minimum, the following:

-A. Root cause of the deficiency.
-B. Action taken to correct the deficiency.
-C. Action taken to correct and prevent recurrence of root cause of the deficiency.
-D. Corrective action effective date(s).
-E. Contractor, subcontractor, or supplier representative responsible for implementing corrective action.
-Unless otherwise directed by the Contracting Officer, rework, contractor inspection, and Government inspection, and certification of conforming reworked lots may proceed prior to any Contracting Officer approval.

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

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

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

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

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

E-2-F-C. Contractor's Quality History:

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

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**E-2-G. Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits**

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

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

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

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

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

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

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

E-2-H. Inspection Optimization Allowances

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

NOTE: In the event of the rejection of a lot due to a Government end-item verification inspection, to include any test * designated in Section E, *Inspection Optimization Allowances*, of this solicitation/contract, the allowance is suspended for the effected test characteristic and the contractor shall conduct end-item lot conformance testing for the effected test characteristic. The contractor may submit a request to the Contracting Officer for resumption of the suspended inspection optimization allowance(s).

* Does not include tests addressed in “*Additional Quality Assurance Provisions for Pouch Integrity/Internal Pressure Testing of Product Lots Subject to Filled and Sealed Pouch Examinations for Critical Category Defects*”

1. Residual Gas

Applicable to MIL-PRF-44073, 4.2 Performance characteristics testing:

a) In lieu of an end-item test of filled and sealed thermoprocessed, high-pressure processed or hot-fill processed pouches for characteristic “residual gas volume”, the contractor may submit a certificate of compliance based on in-process, post-retort inspection results as evidence that each lot conforms with the requirements of the specification, under the condition that inspection level of post process pouches equals or exceeds the inspection levels as outlined in

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

this section for end-item exam.

b) Any corrective actions taken by the contractor in response to contractor findings shall be taken in accordance to the approved QSP for these defects noted during the in-process exam of post-process operational rations pouches. A COC shall be provided with the thermoprocessed, high-pressure processed, or hot fill processed pouches lot submittal that certifies the in-process data of the thermoprocessed, high-pressure processed, or hot-fill processed pouches lot has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request.

2. Internal Pressure

Applicable to MIL-PRF-44073, 4.2 Performance characteristics testing:

a) In lieu of an end-item test of filled and sealed thermoprocessed, high-pressure processed or hot-fill processed pouches for characteristic "internal pressure", the contractor may submit a certificate of compliance based on postprocess in-process inspection results as evidence that each lot conforms with the requirements of the specification, under the condition that inspection level of post process pouches equals or exceeds the inspection levels as outlined in this section for end-item exam.

b) Any corrective actions taken by the contractor in response to contractor findings shall be taken in accordance to the approved QSP for these defects noted during the in-process exam of post-process operational rations pouches. A COC shall be provided with the thermoprocessed, high-pressure processed, or hot fill processed pouches lot submittal that certifies the in-process data of the thermoprocessed, high-pressure processed, or hot-fill processed pouches lot has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request.

c) In the event of the rejection of a lot based upon the original testing of an inspection lot conducted by the Government in accordance with *MIL-PRF-44073, 4.5.6 Internal pressure test* (e.g., MIL-PRF 44073, PCG&QAP 32451, PCR-S-023, PCR-C-039), *Inspection Option Allowances, 3. Internal Pressure*, does not apply. Unless otherwise authorized by the Contracting Officer, contractor is required to perform end-item internal pressure testing by testing the same number of test samples as required to be tested for Government end-item internal pressure inspection.

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

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

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

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

(C.) Any corrective actions taken by the contractor in response to contractor findings shall be taken in

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

accordance with the approved QSP for the defects noted during the in-process exam of the Granola with Milk product.2/ A COC shall be provided with the lot submittal that certifies the in-process data of the Granola with Milk product has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request

2/ Corrective actions due to foreign material findings shall be administered in accordance with the requirements in section E-2-F-B.2 *Food Safety and Foreign Material* of the solicitation/contract.

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

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

E-3. Quality Assurance Requirements for TOTM Final Assembler and TOTM Finished Product Component Required to Comply with Operational Rations Contract Requirements**E-3-A. Higher Level Quality Requirements - Documented Quality Systems Plan (QSP)**

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

QSP General Outline

I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN

II. TRAINING

III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS

IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT (IAW NCSL Z540.3 or ISO 10012)

V. CONTROL AND PROTECTION OF PRODUCT:

1. Handling, Storage, Packaging, Preservation, and Delivery Program

2. Product Identification and Traceability Program

3. Inspection and Test Status and Records 4. Control of Nonconforming Material/Product

VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER- SUPPLIED PRODUCT

VII. RECEIPT INSPECTION AND TESTING

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:**

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

IX. REGULATORY CONTROLS

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

X. END-ITEM INSPECTION AND TESTING (IAW product/material specifications/documents and ANSI/ASQ Z1.4)**XI. INTERNAL AUDITS**

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

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

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

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

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

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

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

DLA Troop Support will recognize a contractor's quality system whenever it meets the contract requirements, whether the quality system is modeled on military, commercial, national, or international quality systems standards. The

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

design and implementation of a QSP will be influenced by the varying needs of a company, its particular goals and objectives, the products produced, and the processes and specific practices employed in the operation. The intent of the requirement is for contractors to improve process capability and process control which, when used effectively, can result in a prevention oriented approach rather than a detection approach that will improve product quality and lower cost through the use of a single quality system in any contractor facility.

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

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

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

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

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

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

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

The QSP shall be submitted to DLA Troop Support-FTSB, through the Contracting Officer, for review no later than at time of bid submittal to determine if the QSP meets the acquisition needs. The QSP shall be DOCUMENTED,

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

DATED, AND SIGNED BY A RESPONSIBLE COMPANY OFFICIAL and WILL BE DISTRIBUTED UNDER COMPANY LETTERHEAD TO THE ADDRESSEES BELOW:

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

Send MAILED OFFER to:

ATTN: Michael Olsakowski and Tiendung Nguyen

DLA TROOP SUPPORT

POST OFFICE BOX 56667

PHILADELPHIA, PA 19111-6667

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

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

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

ATTN: Benjamin Jackson

1400 INDEPENDENCE AVE. SW

ROOM 1536, SOUTH BLDG.

WASHINGTON, DC 20250-0247

b. USDA-AMS INSPECTION AREA OFFICE:

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

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

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

ARMY PUBLIC HEALTH CENTER

VETERINARY SERVICES PORTFOLIO

Attn: MCHB-IP-VF

CHIEF, OPERATIONAL RATIONS

5158 BLACKHAWK ROAD BLDG. E5158

ABERDEEN PROVING GROUND, MD 21010-5403

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

a. DCMA GARDEN CITY

605 STEWART AVE.

GARDEN CITY, NY 11530-4761

b. DCMA DAYTON

1507 WILMINGTON PIKE DAYTON, OH

45444-5300

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

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

Send MAILED OFFER to:

ATTN: FTSB Operational Rations Quality Systems Audit Team

DLA TROOP SUPPORT

POST OFFICE BOX 56667

PHILADELPHIA, PA 19111-6667

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

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

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

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

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

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

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

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

Food Defense Plans will be evaluated to ensure compliance with the DLA Troop Support Food Defense Checklist. All areas of concern listed in the DLA Food Defense Checklist must be addressed within the FDP. Points will be deducted for not addressing each element listed in the DLA Troop Support Food Defense Checklist, or by not providing the information requested (e.g., establishment registration information). A copy of the FD Checklist is available online to download at the web address:

https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.pdf or through the applicable Contracting Officer, or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656.

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

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

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

E-3-A-2. The following is applicable to this contract:**QUALITY ASSURANCE PROVISION MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS**

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

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

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

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

(2) When in-process inspection of material is not practical, control by monitoring processing methods, equipment, and personnel shall be provided. Both in-process inspection and process monitoring shall be provided when control is inadequate without both. (3) Prompt corrective action shall be taken when noncompliance or out of control conditions occur.

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

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

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

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

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

E-3-A-3. The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract:

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

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

I. General Requirements:

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

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

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

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

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

II. Specific Requirements:

A. The offeror shall identify the characteristics to be controlled using SPC techniques (or the alternate MPC techniques). Application of SPC techniques shall be considered for all characteristics identified by performing pareto analysis on the defects from previous production, or projection of potential defects in future production, to discern the vital few and repetitive type failures from the trivial many. Additionally, offerors are encouraged to calculate quality costs to assist in determining what characteristics or processes to control statistically (QSP Element XIII). These

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

defects, and all other characteristics identified by the offeror from process capability studies on current production, shall be subject to the application of SPC techniques or other analyses. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to end-item contractual requirements. In addition to the characteristics identified by the offeror, the following characteristics will be controlled using SPC techniques, MPC techniques, or other alternate controls methods deemed appropriate and effective in controlling the processes. Alternate controls to SPC and MPC must be clearly identified and explained in detail in the In-Process and Process Inspection and Testing Section of the contractors' documented QSP/Quality Manual. The description of SPC or MPC techniques shall be sufficient to allow a reviewer unfamiliar with the item or the contractor's production operation to properly assess the applicability of the control measures/techniques being proposed.

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

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

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

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

5. For Other Items SPC techniques are optional.

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

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

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

textbooks, standards, and/ or Government documents.

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

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

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

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

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

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

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

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

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

applicable) of the QSP or other applicable sections of the contractor's QSP.

E-3-A-4. The contractor's documented QSP and implemented Quality Systems are to be verified by the in-plant Government QAR's/inspectors, when Government source inspection is required, in accordance with the DLA Troop Support Operational Rations Documented QSP Evaluation Guideline- Workbook I, the regulations/and file codes of the respective inspection agency, and the particular requirements detailed in the contract.

E-3-B. Thermostabilized Components, High-Pressure Processed Components, Hot-Filled Components, Granolas, Cheese Spreads, Soup Spreads, and Flameless Ration Heaters (FRH):

All thermally processed components, high-pressure processed components, hot-filled components, granolas, cheese spreads, soup spreads, and flameless ration heaters procured by the contractor for use as components in TOTM final assembly shall be procured in accordance with the contract requirements currently in place for the current applicable operational rations contract (e.g., CCAR, MCW, MORE, MRE, and RNC).

E-3-C. Additional Sanitary Conditions Requirement for Product Containing Dairy Ingredients and Non-Dairy Creamer

End item food components 1/ containing dairy ingredients, the end item processing plants, the end item packaging plants, and all plants providing the end item's dairy ingredients must be approved for USDA Grading Service by the USDA, Marketing and Regulatory Programs, Agricultural Marketing Service (AMS), Dairy Grading Program, Washington, DC, 20250, and under 7 CFR, Part 58, prior to start of production. Contractors are responsible for obtaining such inspection and approval as early as necessary in order to meet contract delivery schedules. For information, please contact the inspection services of USDA, AMS, Dairy Grading Branch, telephone (202) 720-9381 or (630) 437-5037.

End item food components 1/ containing non-dairy creamer, the end item processing plants, the end item packaging plants, and all plants providing the end item packager with non-dairy creamer must be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command as cited in paragraph (1) of Provision "9044 Sanitary Conditions" as used in this solicitation. Suppliers also agree to inform the contracting officer immediately upon notification that an approved manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) of Provision "Sanitary Conditions". The contracting officer will also be notified when sanitary approval is regained and listing is reinstated. 1/ End item food components except for commercially sterile components and finished components packaged, without further processing, from commercially packaged bulk components.

E-3-B. Bakery, Beverage, Spreads, and Wet-Pack Fruit Components

Products, packaged, labeled, and inspected in accordance with an operational rations contract (e.g., CCAR, MCW, MORE, MRE, and RNC)) that are procured by the contractor for use as components in TOTM final assembly shall be procured in accordance with the contract requirements currently in place for the current applicable operational rations contract (e.g., CCAR, MCW, MORE, MRE, and RNC). See Section C-4, *Miscellaneous Requirements*.

E-4. FAR Clauses**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

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

.....Title Number Date Tailoring

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

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

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

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

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

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

NOTE 1: At the election of the contractor, the contractor may select an industry standard equivalent to ANSI/ISO/ASQ Q9001; cite the Title, Number, and Date and Tailoring (if any) and check the appropriate box. NOTICE: The following Federal Acquisition Regulation clauses are incorporated by reference:

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

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E-5. CONTRACT PROVISIONS

9003 MEASURING AND TEST EQUIPMENT (JAN 2014) Notwithstanding any other clause to the contrary, and/or in addition thereto, the Contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with International Organization for Standardization (ISO) 10012:2003 or American National Standards Institute (ANSI)/National Conference of Standards Laboratories (NCSL) Z540.3 (R2013).

9013 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (SEP 2007) When required, the contractor will select samples of end items or components or both for contractor examination or testing as required by the item specification or other contract provisions. In addition, the government may select samples of end items or components or both at origin for the purpose of conducting required inspection. The government may use, consume, destroy or retain said samples at its option. Notwithstanding any other provision of the contract, the contractor shall bear the cost of contractor and government samples selected at origin, whether the supplies are accepted or rejected. Furthermore, unless otherwise specified, any sample unit which is altered as a result of the performance of any required examination or test so as to no longer meet the required characteristic of the component or end item, shall not be included as part of the supplies delivered under the contract. Examples of such alteration include, but are not limited to, cutting an item to remove a slice or observe internal surface characteristics, procedures requiring re-canning/re-cooking of the product, thawing and refreezing.

9023 GENERAL INSPECTION REQUIREMENTS (FEB 2024)

(a) Inspection.

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

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

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

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

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

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

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

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

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

9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS (FEB 2024)

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

(a) Optional Contractor Testing.

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

results to the maximum extent practicable and minimize Government verification testing.

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

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

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

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

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

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

NOTE: The contracting officer may interrupt, discontinue, or disqualify a contractor/subcontractor from Government skip-lot verification testing, in part or in its entirety, if she/he determines that skip-lot testing is not in the best interest of the Government.

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

(d) Compliance of Product.

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**(e) Reliability and Conditions for Qualification for Government End-Item Skip-Lot Verification**

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

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

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

(2) A Contractor's testing system by specific product and by specific test, shall be considered unreliable when a Government verification test result indicates product nonconformance to contract requirements. When a Contractor's testing system for a specific product is determined to be unreliable, compliance testing will revert to the Government, and all items shall be inspected by the Government prior to shipment.

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

(4) Requalification. For each different type of affected end-item presented for inspection, to re-qualify for a specific Contractor test system (product-test combination) for Government skip-lot verification testing, the inspector will select, for verification testing, random samples of the first five consecutive end-item lots offered subsequent to Government skip-lot interruption. If the results of the five tests indicate conformance for that specific product and that specific test, the Government GQAR may initiate Government skip-lot verification testing for that specific product and that specific test. Provided that the Contractor's test results for that specific product-test combination is determined to be reliable, the Government inspector will sample product for verification testing on a skip-lot basis. Skip-lot verification is done by random selection of samples from not less than one lot in six consecutive lots

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

presented for inspection. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent inspection. (For instance, starting with a group of six lots (i.e., 1-6), one lot is randomly selected for inspection. If lot 4 is selected, the next samples will be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 is selected, the next samples will be selected from lots 9, 10, 11, 12, 13, or 14; and so on.)

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

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

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

(f) Remediated Lots.

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

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

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

(1) Waiver of contractor test results: When a contractor determines as a result of his own end-item test(s) or QSP that supplies do not conform to contractual requirements and the supplies are determined by the contractor to be, in some instances, not capable of being reworked (such as drained weight, viscosity, piece size, residual air, etc.), the contractor has the alternative to request the permission of the Contracting Officer to offer a lot, acknowledged by the petitioner to be nonconforming for a specific requirement, for Government end-item verification inspection with the understanding that should all required Government inspections, save that inspection acknowledged by the petitioner as representing a specific nonconformance to requirements, result in conforming inspection results, the lot shall be recorded by both DLA and the GQAR as a lot rejected upon Government verification inspection, but authorized by the contracting officer to be accepted “as is” on waiver of the specific nonconforming requirement revealed by contractor inspection or QSP, and serve as cause to interrupt government skip lot testing for the cause's specific test requirement. If the Contracting Officer authorizes the offer of a nonconforming lot for Government end-item verification, the written approval shall be provided to the GQAR when the supplies are presented for Government verification inspection as previously stated. The GQAR shall inspect the supplies for compliance with all

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

requirements of the contract, except the specific nonconforming requirement (suspend all skip-lot inspections and reduced inspections for the subject lot(s) in this case). The Contracting Officer may request that the GQAR inspect for the specific nonconforming requirement to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection.

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

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

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

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

(h) Format for Contractor/subcontractor test report.

Name and Address of Contractor:

Name and Address of Subcontractor: (if applicable)

Received for Testing: (date)

Contract Number:

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

Quantity Tested:

Applicable Specification:

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

Quantity in Lot: (units)

Testing Completed: (date)

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

Test Report

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

(Typed name and title of laboratory official and signature)

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

Certification

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

Signature: _____

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

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

Certification

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

Signature: _____

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

Distribution:

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

Signature: _____

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

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

Certification

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

Signature: _____

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

Distribution:

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

Support FTSC.)

9025 REINSPECTION OF NONCONFORMING SUPPLIES (NOV 2011)

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

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

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

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

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

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

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

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

States Government.

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

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

9044 SANITARY CONDITIONS (FEB 2024)

As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAI 3221, Veterinary Affairs, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Medical Command Veterinary Services, or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDC) and possessing a USDA/USDC establishment number. This requirement applies to all RNC and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by USAIPH will be routed through DLA Troop Support-FTSC for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTSC, in coordination with the Chief, Approved Sources Division, USAIPH

(a) Food establishments.

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

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

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

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

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

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

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

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

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm.

These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade `A' Pasteurized Milk Ordinance" (PMO) published by the USDHHS, FDA at <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.

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

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

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

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**9045 Federal Food, Drug and Cosmetic Act-Wholesale Meat Act (AUG 2008)**

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

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

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

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

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

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

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

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

9049 Storage of Semiperishable Components for Operational Rations (e.g., CCAR, MCW, MORE, and MRE)

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**(FEB 2024)**

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

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

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

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

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

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

E-6. INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

(a) The following is applicable to this acquisition:

Inspection at: Contractor's Plant, () Destination, AND

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

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

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

Plant: _____

Street: _____

City/State/Zip: _____

ATTACHMENTS

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

ATTACHMENT 2 SUBSTITUTION REQUEST TEMPLATE

ATTACHMENT 3 MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE

ATTACHMENT 6 REQUEST FOR EARLY GOVERNMENT INSPECTION

The above attachments may be downloaded from website:

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)<https://www.dla.mil/Troop-Support/Subsistence/Operational-rations/>**ATTACHMENT 1****REWORK, WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL, EXTENSION TEMPLATE**

USE COMPANY LETTERHEAD FOR REQUEST DATE: _____

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

01 Type of Request: Waiver Notification Re-inspection Rework

02 Nature of Request: _____

03 Approval Required from DLA: Yes No

04 Contractor Name/Address: _____

05 Contract Number: _____

06 Product Name: _____

07 National Stock Number: _____

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

09 Lot Number (s): _____

10 Sublot (s) (If Applicable): _____

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

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

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

12.c Other waivers/reworks: (Provide specific details regarding the manufacturing lines when the issue is being attributed to a particular line, batch, time, etc.) _____

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

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

14 Sample Size; Defect; Accept/Reject: _____

15 Defect Classification: Critical Major Minor NA

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

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

19 Date of Incident: _____

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

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

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

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

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

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

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

26 Estimated Cost: _____

27 Effect on Delivery: _____

28 Justification for request: _____

29 Accompany each

Thank you,

Point of Contact Info with phone number and email address

ATTACHMENT 2**SUBSTITUTION REQUEST TEMPLATE****SUBSTITUTION REQUEST TEMPLATE**

USE COMPANY LETTERHEAD FOR REQUEST DATE: _____

Subject: Substitution request for [COMPONENT NAME]

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

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

03 Component for Which Substitution Is Required: _____

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

05 Substitution Quantity Required: _____

06 Time Period for Substitution: _____

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

08 Number of Affected Menus: _____

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

09 Number of Affected Cases: _____

10 Proposed Substitution(s): _____

Note 1: Provide nutritional information (preferably a copy of the Nutrition Facts label from the package) for the component that the substitution is required for as well as any proposed substitution. At a minimum, calories, fat, protein, carbohydrates, and sodium information is required) Thank you, Point of Contact Info with phone number and email address.

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

1. Now is the time to review your operations and gather data. The following actions are recommended when nonconforming microbiological test results are detected or a presumptive positive test result for Salmonella, Escherichia coli (E. coli), or other identified pathogens has been issued by the USDA National Science Laboratory performing the test.
2. Identify, segregate, and place suspect lot on medical hold.
3. Identify all ingredients used in suspect lot by manufacturer and lot number.
4. Identify all other products/lots with ingredients in common to the suspect lot. If other products/lots were produced with any of the same ingredients (manufacturer and lot number) as the suspect lot, locate, segregate, and place those lots on medical hold.
5. Do not produce any further products/lots with the same ingredients (manufacturer and lot number) as the suspected lot, place these ingredients on medical hold.
6. If currently producing with the same ingredients (manufacturer and lot number) as the suspected lot, ensure the product is identified, segregated, and placed on medical hold.
Steps 2-6 are to ensure that suspect product and/or common ingredients from suspected lot do not enter the supply chain. Recommend a spreadsheet be developed listing end products by lots against ingredients by lots.
7. Identify all lots produced after the suspect lot for which the same equipment was used in blending, processing, and/or packaging.
8. Identify when involved equipment was wet washed and sanitized prior to and after the production of the suspect lot.
9. Review all production, maintenance, sanitation, and QA records for the day before and the day of suspect lot production.
10. Review visitor logs for the day before and day of production.
11. Review employee records for the day before and the day of production.
12. Review facility environmental conditions (e.g., temporary standing water due to heavy rains; broken windows or doors; storage areas, etc.) for the day before and day of production.

Steps 7-12 are to determine if something happened the day of production or the day prior that

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

may have lead to contamination of the product or its ingredients.

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

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

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

ATTACHMENT 6**REQUEST FOR EARLY GOVERNMENT INSPECTION**

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

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

approach. However, point (B,2), below, is to be applied on a lot by lot basis.

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

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

B. Conditions of early Government inspection requiring contractor concurrence:

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

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

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

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

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

G-2 Correspondence

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

G-3 Invoices

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H-1 Ordering**

Orders will be placed with no less than a 7-day lead-time, and must be placed in economic production quantities, unless the component contractor concurs and there is no additional cost. The required delivery date will be established with the issuance of the delivery order.

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

Orders may be cancelled partially or in total within 15 days of order placement for any reason. Any cancellation after 15 days may only be accepted with the express consent of the contractor.

Prices will be based on an FOB Destination basis. Acceleration or delay of any delivery may only occur at no additional cost to the Government and with the consent of the contractor. Additionally, deliveries must be scheduled to take advantage of economical shipping containers/rates.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)**H-2 Replacement of Defective Components**

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

H-3 Storage of Component Items

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

H-4 FIFO Requirements

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

H-5 Bulk Component Packaging

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

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

H-6 Subassemblies

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)**SECTION I - CONTRACT CLAUSES****I-2 Production Facility Changes**

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

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

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

I-3 Food Defense

Refer to Section E for Food Defense requirements

I-4 Integrated Pest Management Plan

Integrated Pest Management (IPM) Program Requirements for Operational Rations

Applicable to all Operational Rations Facilities

15 November 2017

I. Scope and Applicability:

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

B. The IPM program implemented shall comply with the Federal Food, Drug and Cosmetic Act; the

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) as amended; and any regulations promulgated there under.

C. SECTION RESERVED

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

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

E. The IPM program shall be in existence prior to contract award. The program shall also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to ensure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under unsanitary conditions.

II. Integrated Pest Management (IPM) Program Concepts

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

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

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

III. IPM Program Required Elements

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

A. Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation shall be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.
2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.
3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris shall be disposed of immediately. Waste receptacles shall be kept covered at all times.
4. Inbound conveyances shall be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation shall be immediately reported to DLA Troop Support. Outbound conveyances shall be inspected and rendered sanitary and pest free before loading.
5. Damaged product shall not be placed in the general storage area. Damaged product discovered in the general storage area shall be removed to a designated rework/salvage area. The rework/salvage area shall be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, shall be expeditiously disposed of with the approval of the Contracting Officer when required.
6. Ingredient mixing/batching rooms/areas shall receive detailed attention to sanitation requirements. Product residues associated with such operations shall not be allowed to accumulate.
7. The facility grounds shall be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters shall be kept covered at all times.

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SECTION I - CONTRACT CLAUSES (CONTINUED)**B. Product/Facility Inspections and Pest Surveillance**

1. All incoming products and materials, including packaging and packing materials shall be inspected upon receipt for evidence of pest infestation/contamination. Pallets should be clean and free of debris. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.
2. Daily facility walk-through sanitary inspections should be conducted in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

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

3. Insect surveillance shall be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items. NOTE: If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.
 - a. Pheromone traps shall be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures shall be periodically changed in accordance with the manufacture's recommendations. Damaged and/or dirty traps shall be changed when necessary.
 - b. Trap monitoring should be accomplished jointly by contractor and pest control subcontractor personnel when an external service provider is used. The in-plant Government Quality Assurance Representative (GQAR) shall have access to the monitoring records. Reports of activity over an extended period without action being taken shall be reported to the Contracting officer and DLA Troop Support-FTS. A written corrective and preventive action plan from the contractor shall be requested if the problem persists. If insect activity is observed within contractor facilities by the GQAR during the course of contract operations, exclusive of pheromone traps and electrocution devices, the GQAR shall immediately, verbally, notify the contractor and confirm this in writing. A copy of the written report shall simultaneously e-mailed to the Contracting Officer and DLA Troop Support-FTS. The contractor shall take immediate action and submit a written corrective plan (including specimen identification by the Contractor's Pest Management Company or Qualified Pest Management personnel) within 5-working days to the Contracting Officer and DLA Troop Support-FTS.

C. Facility Design, Maintenance, and Pest Exclusion

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

2. All holes or gaps in interior and exterior walls shall be sealed as necessary on a continual basis.
3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, shall be properly screened.
4. All door entrances shall be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors shall be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation shall be fitted with framed screen inserts to prevent insect entry.
5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients shall be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches shall be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, shall be located at the lowest levels and consolidated for ease of monitoring and surveillance.
2. Two or more infestible components shall not be located on a single pallet.
3. Proper stock handling practices, designed to minimize product damage, shall be enforced throughout the course of contract operations.
4. Commercial ingredient items of an infestible nature shall be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items shall be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

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

SECTION I - CONTRACT CLAUSES (CONTINUED)

3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.
4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices shall be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

F. Pesticide Selection and Application**1. Applicator and Pesticide Documentation**

- a. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), shall only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/ certifications for in-house (contractor) personnel applying "Restricted Use" pesticides on the premises shall be provided. Legible copies of product labels for any "Restricted Use" pesticide proposed for use shall be available for on-site review and/or provided upon written request from the Contracting Officer.
 - b. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for in-house personnel applying "General Use" pesticides on the premises shall be provided, if not commercially certified as above. Legible copies of product labels for any "General Use" pesticide proposed for use shall be available for on-site review and/or provided upon written request from the Contracting Officer.
2. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides shall be left to the discretion of the contractor or the pest control subcontractor. Pesticide application and treatment records shall be kept for each facility treated and shall be maintained for a minimum of one (1) year. These treatment records shall be made available to the Government upon request and shall be reviewed during Quality Systems Audits or other visits to the establishment.

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

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

3. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations shall be of the tamper proof type and secured for safety. The locations of the exterior bait stations shall be indicated on the facility maps or layouts. Rodenticides shall not be used in processing, assembly, or storage areas.
4. If a requirement exists for the use of toxic rodent tracking powders, a DLA Troop Support entomologist shall first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the

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SECTION I - CONTRACT CLAUSES (CONTINUED)

discretion of the pest control service person.

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

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

IV. Required Notifications

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

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

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

I-5 Quality Systems Plan (QSP)

Refer to Section E for detailed requirements for a QSP.

Note: The successful awardee will be required to maintain an acceptable Food Defense Plan, Integrated Pest Management Plan, QSP, and Small Business Subcontracting Plan throughout the life of the contract. All plans must be submitted with initial offers. The awardee must have all requirements listed above approved by the contracting officer prior to contract award.

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

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)**252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS****252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS****252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS****252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-O0013) (MAY 2024) DFARS**

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

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

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

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

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI)

Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is --

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

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

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

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

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

Rapidly report means within 72 hours of discovery of any cyber incident.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

(b) *Adequate security.* The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

- (i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.
- (ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>).

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) *Subcontracts.* The Contractor shall --

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to --

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable,

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SECTION I - CONTRACT CLAUSES (CONTINUED)

when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

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

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 2020) FAR

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR

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

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR

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

52.223-20 AEROSOLS (JUN 2016) FAR

52.223-21 FOAMS (JUN 2016) FAR

252.223-7009 PROHIBITION OF PROCUREMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (OCT 2023) FAR

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) DFARS

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (JAN 2023) DFARS

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

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS

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

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

252.225-7062 RESTRICTION ON ACQUISITION OF LARGE MEDIUM-SPEED DIESEL ENGINES (JUL 2023) DFARS

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SECTION I - CONTRACT CLAUSES (CONTINUED)**252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (CLASS DEVIATION 2024-O0006, REVISION 1) (FEB 2024) DFARS**

As prescribed in Class Deviation 2024-O0006, Revision 1, use the following clause:

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

“*Business operations*” means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include --

(1) Any shipment subject to price caps as specified in the --

(i) “Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil”, issued on December 2, 2022, between member countries of that coalition; or

(ii) “Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington”, issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including --

(1) Any action to secure or divest from facilities, property, or equipment;

(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;

(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.

Fossil fuel company means an entity or individual that --

(1) Carries out oil, gas, or coal exploration, development, or production activities;

(2) Processes or refines oil, gas, or coal; or

(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.

(b) *Prohibition.* In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by --

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

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

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

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

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS**52.232-1 PAYMENTS (APR 1984) FAR****52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR****52.232-11 EXTRAS (APR 1984) FAR****52.232-25 PROMPT PAYMENT (JAN 2017) FAR****52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR****52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR****252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS****252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) DFARS**

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall -

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov> and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

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

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

(ii) For fixed price line items -

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

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

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

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

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

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

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

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

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

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table *

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
Other DoDAAC(s)		(If blank, see resulting award)

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

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

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

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of Clause)

52.233-1 DISPUTES (MAY 2014) FAR

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

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

52.243-1 CHANGES - FIXED PRICE (AUG 1987) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS

252.245-7005 MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024) DFARS

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA --- BASIC (JAN 2023) DFARS

Basic. As prescribed in [247.574](#) (b) and (b)(1), use the following clause:

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

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

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

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

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

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

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SECTION I - CONTRACT CLAUSES (CONTINUED)

- (i) This contract is a construction contract; or
- (ii) The supplies being transported are --
- (A) Noncommercial items; or
- (B) Commercial items that --
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.
- (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

- (g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall --
- (1) Notify the Contracting Officer of that fact; and
- (2) Comply with all the terms and conditions of this clause.
- (i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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

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

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

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

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

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

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS****252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) DFARS****252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS****252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022) DFARS****252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES---REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)**

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

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

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

(End of provision)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023) FAR**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR****52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR****52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS (DEC 2023) FAR****52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR****52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS**

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2023) DFARS

As prescribed in 204.1202, use the following provision:

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
 - (i) Paragraph (e) applies.
 - (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
- (d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
 - (i) 252.204-7016, Covered Defense Telecommunications Equipment or Services --Representation. Applies to all solicitations.
 - (ii) 252.216-7008, Economic Price Adjustment --Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
 - (iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
 - (iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services --Representations. Applies to solicitations for the acquisition of commercial satellite services.
 - (v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
 - (vi) 252.229-7012, Tax Exemptions (Italy) --Representation. Applies to solicitations and contracts when contract performance will be in Italy.
 - (vii) 252.229-7013, Tax Exemptions (Spain) --Representation. Applies to solicitations and contracts when contract performance will be in Spain.
 - (viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.
- (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
 - (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
 - (ii) 252.225-7000, Buy American --Balance of Payments Program Certificate.
 - (iii) 252.225-7020, Trade Agreements Certificate.
 - Use with Alternate I.
 - (iv) 252.225-7031, Secondary Arab Boycott of Israel.
 - (v) 252.225-7035, Buy American --Free Trade Agreements --Balance of Payments Program Certificate.
 - Use with Alternate I.
 - Use with Alternate II.
 - Use with Alternate III.
 - Use with Alternate IV.
 - Use with Alternate V.
 - (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
 - (vii) 252.232-7015, Performance-Based Payments --Representation.
- (e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY---SUPPLIES (AUG 1987) FAR

As prescribed in [7.203](#) , insert the following provision:

- (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.
- (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (AUG 2018) FAR

As prescribed in 25.1101(f), insert the following solicitation provision:

- (a) Definitions. As used in this provision --
- “Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except --
- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

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

(End of provision)

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

252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (CLASS DEVIATION 2024-O0006, REVISION 1) (MAR 2024) DFARS

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

- (a) *Definitions.* The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.
- (b) *Representation.* By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by --
 - (1) An authority of the government of the Russian Federation; or
 - (2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --
 - (i) Through the Russian Federation for sale outside of the Russian Federation; and
 - (ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

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

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

- (a) *Definitions.* As used in this provision, “covered defense telecommunications equipment or services” has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

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

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

(End of provision)

252.209-7011 REPRESENTATION FOR RESTRICTION ON THE USE OF CERTAIN INSTITUTIONS OF HIGHER EDUCATION (OCT 2023) FAR**52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR**

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

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

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representations.* The Offeror represents that --

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that --

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

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

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services --

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

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services --

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (OCT 2020) FAR

As prescribed in 4.2105(c), insert the following provision:

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

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

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

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

(End of provision)

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

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

L09 Reverse Auction (OCT 2016)

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

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

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

L-2 Submission of Offers

DLA Troop Support is utilizing Lowest Price Technically Acceptable (LPTA) source selection award procedures

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

for this acquisition. The Government will make an award to the offeror with the proposal that represents the best value. Offerors must ensure that they complete and submit all requirements of the solicitation. Offerors must submit a Completed Solicitation in accordance with paragraph L-3; Technical Proposal in accordance with paragraph L-4; Business (Price) Proposal in accordance with paragraph L-5; and Additional Submission Requirements in accordance with paragraph L-6. Information and all Product Demonstration Models (PDMs) must be received no later than the time and date set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraphs L-3 through L-6 to facilitate the Government's proper, thorough, and timely review of your proposal. The complete proposals should be specific, stating clearly how you will meet all the requirements of the solicitation. Failure to furnish all required information and PDMs by the time specified in the solicitation may be cause for rejection of the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

****NOTE:** The Government intends to award on a per NSN or line item basis, resulting in two (2) separate contracts to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, considering price and other factors. Lowest Price Technically Acceptable (LPTA) source selection procedures will be used as the source selection method in this procurement

The offeror is allowed to submit the proposals for both NSNs or line items, however the second NSN menu offered must have at least a 50% entrée difference from the first NSN menu. A single awardee may receive both lines if most advantageous to the Government, price and other factors considered including meeting all specifications on both lines. The offeror is permitted to submit one set menu for both NSNs or line items. In this case, the offeror can only be eligible to award for one NSN or one line item if most advantageous to the Government, price and other factors considered including meeting all specifications on that NSN or line.

If the solicitation states the Government intends to award without discussions and it is later determined that discussions are necessary, review and approve the PCO's written rationale (see FAR 15.306(a)(3)). If discussions will be conducted, review and approve the PCO's written determination of the competitive range or elimination of an offeror previously determined to be in the competitive range.

Your proposal must be prepared and submitted in separate parts to the following email Michael Olsakowski (Michael.Olsakowski@dla.mil) and Tiendung Nguyen (tiendung.nguyen@dla.mil) or to the following address:

ATTN: MICHAEL OLSAKOWSKI AND TIENDUNG NGUYEN

DLA TROOP SUPPORT

700 ROBBINS AVENUE

BLDG. SUBSISTENCE MAILROOM - 6B0336

PHILADELPHIA, PA 19111

Note: Refer to Section A-1 for additional information. If any part is being submitted via email, only one copy of each part should be sent. If physical copies are being delivered to the above address, then the offeror must send the appropriate "# of copies" for each part indicated below.

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

Part Title # of copies

1	Completed Solicitation	1
2	Technical Proposal	3
3	Business (Price) Proposal	3
4	Additional Submission Requirements	3

L-3 Completed Solicitation

Offerors must return all pages of the solicitation with their offer, and fill-in any applicable information requested in the solicitation. Offerors are responsible for carefully reviewing the entire solicitation to ensure they submit all information required by the solicitation.

L-4 Technical Proposals

The following information is required for technical proposals:

A. Product Quality/Product Demonstration Models (PDMs) AS

1. Product Demonstration Models (PDM's) will be submitted as completed cases at no expense to the Government and must be received prior to the time set for closing of offers. PDM's will become the property of the Government and will not be returned to the offeror. Failure to submit PDM's may result in rejection of an offer.
2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on a production line, which result in rejection of the product. Also, major changes in production methodology or packaging, such as implementation of new technology, may result in production that does not meet the production standard, which would require the submission and evaluation of new PDMs.
3. Characteristics for which the PDM's will be tested or evaluated are: Organoleptic qualities such as taste, color, texture, appearance and overall quality and specification/production descriptions cited in 5 below. PDM samples will be evaluated by DLA Troop Support and will be rated as "Acceptable" or "Unacceptable". The PDM rating for a specific component item will be no higher than the rating of the lowest-rated characteristic, for example, if any one of the characteristics is rated unacceptable, the overall PDM rating will be no higher than unacceptable, even if certain characteristics are rated acceptable. An unacceptable rating for any one characteristic will result in an unacceptable overall PDM rating.

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

4. The approval of any PDM for the aforementioned organoleptic characteristics will not constitute approval of the product as meeting other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements, and/or performance requirements.

5. PDMs must conform to all specification/production description characteristics. Failure of models to conform to the specification may result in rejection of offer. Product offered shall conform to all packaging, labeling, and packing requirements as well as analytical requirements. The government shall not accept product from any resultant contract which does not conform to all requirements.

6. The contractor must have an acceptable rating for all items prior to the start of production. Offerors are afforded the opportunity to submit an initial PDM for evaluation. If this initial PDM is not rated acceptable, a second PDM may be submitted if negotiations are conducted. Submission of additional PDM samples, beyond this second submission, will not be used for evaluation for award.

The final evaluation for this factor will be based on the highest rated PDM of the first or second submission, regardless of how many PDM samplings are submitted.

Offerors must submit Initial Product Demonstration Models (PDMs) as a finished TOTM (BX) of meals (entrees, complementary items, and accessory packets), except mandatory source items. A total of 5 PDMs must be submitted as stated below:

2 PDMs of TOTMs (BX) must be sent to:

ATTN: MICHAEL OLSAKOWSKI AND TIENDUNG NGUYEN

DLA TROOP SUPPORT

700 ROBBINS AVENUE

BLDG. SUBSISTENCE MAILROOM - 6B0336

PHILADELPHIA, PA 19111

If the Government requests PDMs to be sent to DEVCOM SC, they must be sent to:

DEPARTMENT OF THE ARMY
FCDD-SCD-SCR Attn: Jill Bates
COMBAT CAPABILITIES DEVCOM SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760

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

Product Demonstration Model
Solicitation Number
NSN:
Company Name and Address

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

Point of Contact Name and Phone Number

The other 3 PDMs must be maintained by the offeror/contractor. In this instance, the offeror must self-certify, confirm possession of the samples, and identify the samples as from the same production lot as those submitted to DLA Troop Support. The offeror must submit this statement(s) with the balance of PDM samples submitted to DLA Troop Support. Should an offeror be awarded a contract, the offeror must provide the 3 PDMs that were self-certified and maintained by the offeror to a Government Quality Assurance Representative (GQAR), if applicable and/or required by the Contracting Officer, during the first production cycle. Offerors that have been awarded a contract and do not have an in-house GQAR will be directed on where to submit these PDMs.

Late submissions of PDM's may be the basis for rejection of the proposal.

The PDM's required in this part of the solicitation which are submitted to DLA Troop Support must have certified analytical product results attached as part of your offer for this technical evaluation factor. The analyticals are to be certified by the USDA for current suppliers of these items and self-certified by other potential offerors. Failure to submit the required certified analyticals with your PDM's may result in your proposal not being considered for award. Additionally, offerors must provide a component breakdown of each menu clearly listing the entrée, all complementary items, and accessory packet items. Each menu breakdown must also include nutritional content.

L-5 Business (Price) Proposal

The Government reserves the right to require information other than cost or pricing data, as defined at FAR 2.101, or cost and pricing data, as applicable and if required to determine price reasonableness of any offer(s).

Pricing must be submitted for the TOTM for all five tiers on an F.O.B Destination basis. Failure to offer pricing on all five tiers of the offered line item may be deemed as non-acceptance of the line item and/or tier(s), which could result in rejection of the entire proposal as technically unacceptable. Different prices may be offered per tier. Prices must be rounded to the nearest cent. Refer to section B-1 for estimated and IQC quantities.

Offerors must state their prices in section B-3 of this solicitation, or separately in a similar format. Tiered pricing allows for the offeror to submit different prices for each of the 5 tiers as there will be no EPA adjustment in the contract.

L-6 Additional Submission Requirements

- 1. Food Defense Plan:** In accordance with the Food Defense requirement identified in Section E-1-A, the offeror must submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. This plan must be submitted with the offeror's initial offer. See note below for instructions on referenced plans.
- 2. Integrated Pest Program:** Contractors and subcontractors must submit an Integrated Pest Management Plan based on the requirements stated in Section I-4. This plan must be submitted with the offeror's initial offer. See note below for instructions on referenced plans.
- 3. Quality Systems Plan:** Contractors must submit a Quality Systems Plan based on the requirements in

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

Section E. This plan must be submitted with the offeror's initial offer. See note below for instructions on referenced plans.

- 4. Small Business/Subcontracting Plan** (applicable to large businesses only): Contractors must submit a Small Business/Subcontracting Plan based on the requirements stated in Section I-6. This plan must be submitted with the offeror's initial offer.

NOTE: OFFERORS THAT HOLD ANY ACCEPTABLE PLAN(S) MAY NOT BE REQUIRED TO SUBMIT DOCUMENTS FOR THAT PLAN. THE OFFEROR MUST PROVIDE REFERENCE TO THE CONTRACT THAT THE PLANS WERE FOUND ACCEPTABLE WITH ITS CORRESPONDING DATE WITHIN ONE YEAR. DLA TROOP SUPPORT WILL DECIDE WHETHER OR NOT THE REFERENCED PLANS CAN BE ACCEPTED FOR THIS CONTRACT AS THE REFERENCED PLAN SHOULD BE SUBMITTED UNDER THE SOLICITATION THAT IS BEING OFFERED ON.

Note: Additional submission requirements guidelines can be found at the Troop Support Subsistence website <https://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality/>

Note: The successful awardee will be required to maintain an acceptable Food Defense Plan, Integrated Pest Management Plan, and QSP throughout the life of the contract. The awardee must have a Food Defense Plan, Integrated Pest Management Plan, QSP, and Small Business Subcontracting Plan (if applicable) approved by the contracting officer prior to contract award.

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

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

52.216-1 TYPE OF CONTRACT (APR 1984) FAR

As prescribed in [16.105](#) , complete and insert the following provision:
The Government contemplates award of a contract resulting from this solicitation.
(End of provision)

L06 AGENCY PROTESTS (DEC 2016)

L09 REVERSE AUCTION (OCT 2016)

SECTION M - EVALUATION FACTORS FOR AWARD**M-1 Source Evaluation and Selection Procedures****Evaluation Process**

- 1. Technical Evaluation:** Offerors are required to submit a technical proposal as prescribed in Section L of

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

this solicitation. Each technical proposal will be evaluated against the technical requirements specified in section M-2. Proposals highly technically deficient as to make them incapable of being made technically acceptable may be rejected and excluded from the competitive range. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after rejection.

2. Business Evaluation: The Government will evaluate prices for reasonableness as discussed in FAR Subpart 15.305 and Subpart 15.4.

3. Selection: The Government will use lowest price technically acceptable source selection procedures for this acquisition. The final technical and business evaluation reports will be furnished to the Contracting Officer. When offers are determined to be technically acceptable for non-price factors the price evaluation will be conducted, and award will be made based on the overall lowest price to the Government.

M-2 Evaluation Factors for Award (Evaluation Criteria)

The Government will use Lowest Price Technically Acceptable source selection procedures in evaluating proposals. The Government will make an award to the responsible offeror whose proposal offers the lowest evaluated price and is rated as technically acceptable. An offeror's proposal must be considered technically acceptable to be considered for award.

A. Evaluation of Product Demonstration Models (PDMs)

Refer to Section L-4 for Technical Proposal/PDM submission procedures.

DLA Troop Support will evaluate PDMs for compliance in accordance with Description/Specifications for the Tailored Operational Training Meal, detailed in the solicitation. The entrée and complementary items together shall be sufficient to provide the nutritional requirements. The complimentary items in each case shall constitute a sufficient variety, such that no individual item shall be used more than three 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. Each meal will be evaluated to determine if the minimum requirements for calories and nutrients have been met. Each component item will be evaluated using an Acceptable/Unacceptable rating to determine product quality against the salient characteristics as written in the specification, which includes, but is not limited to; Finished Product, Appearance, Odor and Flavor, and Texture.

B. Evaluation of Business (Price) Proposal

Refer to Section L-5 for Business (Price) Proposal submission procedures.

1. The award will be based on the technically acceptable offer with the lowest, total evaluated price to the Government. The Government will determine the lowest, total evaluated price by multiplying the estimated quantity of each tier for this acquisition by the unit price offered for each tier. The estimated prices for the five tiers will be added together to calculate the total evaluated price. The offerors' total evaluated price will be compared to determine the lowest total evaluated price.

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

NOTE: Refer to section B-1, paragraph A, for the estimated yearly quantities. This number is being used for evaluation purposes only and does not obligate the Government to order up to the estimated yearly quantities.

M-3 Additional Submission Requirements

Additional Submission Requirements will be reviewed for acceptability but will not be evaluated for the award decision.

1. The Food Defense Plan will be reviewed to determine acceptability.
2. The Integrated Pest Management Plan will be reviewed to determine acceptability.
3. The Quality Systems Plan will be reviewed to determine acceptability.

NOTE: The successful awardee will be required to maintain an acceptable Food Defense Plan, Integrated Pest Management Plan, and QSP, throughout the life of the contract. The contracting officer must approve these plans prior to award.

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