

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 102	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM3S1-12-R-0002	6. SOLICITATION ISSUE DATE 03/15/2012		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Noreen Killian	b. TELEPHONE NUMBER (No collect calls) 215-737-7718	8. OFFER DUE DATE/ LOCAL TIME 04/16/2012 3:00 P.M.		
9. ISSUED BY DLA Troop Support-FTRA Directorate of Subsistence 700 Robbins Avenue Philadelphia, PA 19111-5092		CODE SPM3S1	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:			
		<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)		NAICS: 311422	
		<input type="checkbox"/> HUBZONE SMALL BUSINESS	<input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)		SIZE STANDARD: 500	
		<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> 8 (A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING DO-C1	
			14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO	CODE	16. ADMINISTERED BY Same as block 9.		CODE		
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE SL4701	
			DFAS Columbus Center Attn: DFAS-BVD (SL4701) P.O. Box 369031 Columbus, OH 43218			
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Unitized Group Rations-A Program See Schedule of Supplies					
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>ONE</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
			JOANNE M. JAWORSKI			

TABLE OF CONTENTS FOR SOLICITATION NO: SPM3S1-12-R-0002

	Page
Continuation of Blocks from the Standard Form 1449	
• Block 8, Offer Due Date/Local Time	6
• Block 9, Issued By	6-7
• Block 15, Delivery Address	7-13
• Block 17a, Contractor/Offeror	14
• Block 17b, Remittance Address	14
• Block 19-24, Item No., Schedule of Supplies/Services, Quantity, Unit	14-17
Contract Clauses	
• 52.212-4, Contract Terms and Conditions—Commercial Items (by reference)	18
• Addendum to 52.212-4	18-22
• 52.212-5, Contract terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items	23-28
• 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	29-32
• 52.211-16, Variation in Quantity	32
• 52.212-9000, Changes—Military Readiness	32-33
• 252.216-7006, Ordering	33
• 52.216-19, Order Limitations	33-34
• 52.216-22, Indefinite Quantity	34
• 52.216-9007, Contract and Delivery Order Limitations	34-35
• 52.216-9012, Economic Price Adjustment (EPA) for UGR-A Components-Actual Material Costs	36-40
• 252.217-7001, Surge Option	40-41
• 52.217-9007, Surge and Sustainment (S&S) Instructions to Offerors—Alternate I	41
• 52.217-9008, Surge and Sustainment (S&S) Evaluation	41
• 52.246-15, Certificate of Conformance	42
• 52.246-9004, Product Verification Testing	42-45
• 52.252-2, Clauses Incorporated by Reference	46
• 252.225-7993, Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations	47
• 252.225-7994, Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations	47
Statement of Work and Technical/Quality Data	48-78
Solicitation Provisions	
• 52.212-1, Instructions to Offerors—Commercial Items, (by reference)	79
• Addendum to 52.212-1	79-80
• 52.212-2, Evaluation—Commercial Items	81
• 52.212-3, Offeror Representations and Certifications—Commercial Items	81-97
• 252.212-7000, Offeror Representations and Certifications—Commercial Items	97
• 52.214-9008, Rounding Off of Offer and Award Prices	98
• 52.215-6, Place of Performance	98
• 52.215-9023, Reverse Auction	98-100
• 52.216-1, Type of Contract	100
• 52.233-9001, Disputes	100
• 52.247-9050, Evaluation of Palletized Shipments	101
• 252.209-7999, Representation by Corporation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law	101
• 52.252-1, Solicitation Provisions Incorporated by Reference	102

CAUTION NOTICE

This procurement is being solicited under the Federal Acquisition Regulations (FAR) part 12 as unrestricted with HUBZone price evaluation preference. Solicitation SPM3S1-12-R-0002 is for seven breakfast and fourteen lunch/dinner menus to be used in the Unitized Group Rations A (UGR-A) Program.

This is an unrestricted procurement utilizing Low Price Technically Acceptable Source Selection Procedures. Offerors are cautioned to take extreme care when preparing proposals for this solicitation. All terms and conditions should be reviewed carefully.

The resultant contract will be effective from:

Tier 1: October 1, 2012 through September 30, 2013

Tier 2: October 1, 2013 through September 30, 2015

Tier 3: October 1, 2015 through September 30, 2017

There will be one award per CONUS customer location.

Alternate offers/pricing will NOT be accepted. One offer per contractor is permitted.

Offerors are cautioned to include a completed copy of the provision 52.212-3 Offeror Representations and Certifications-Commercial Items, with their offer.

The Government may utilize a Reverse Auction contained at Provision 52.215-9023, under this solicitation.

Proposals submitted are considered proprietary and/or competition sensitive in nature. Use of the information provided in the proposals is for evaluation purposes only and will be limited to duly accredited officials of the Department of Defense who are subject to penalties for unlawful disclosure.

THE GOVERNMENT INTENDS TO AWARD TO THE RESPONSIBLE OFFEROR THAT CONFORMS TO THE SOLICITATION REQUIREMENTS AND OFFERS THE LOWEST PRICE.

PLEASE NOTE, TAKING EXCEPTION TO ANY OF THE TERMS AND CONDITIONS OF THE SOLICITATION MAY DEEM YOUR PROPOSAL “TECHNICALLY UNACCEPTABLE” AND POSSIBLY REMOVE YOUR COMPANY FROM CONSIDERATION FOR AWARD.

THIS SOLICITATION IS ISSUED ON AN “UNRESTRICTED” BASIS.

CONTRACTOR CODE OF BUSINESS ETHICS (JAN 2012)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection

with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

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

Electronic Invoicing by Suppliers via Wide Area Workflow (WAWF):

All suppliers are required to process invoices electronically by using WAWF.

This is a condition for contract award.

Wide Area Workflow (WAWF) is a secure web based system for electronic invoicing, receipt, and acceptance. WAWF allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment. It is also the only application that will be used to capture the Unique Identification (UID) of Tangible Items information.

• **WAWF System Requirements**

WAWF is a free internet application. Contractors should refer to the “Machine Setup” information on the WAWF homepage, <https://wawf.eb.mil>

The minimum system requirements are:

- 133 MHz or more Pentium microprocessor (or equivalent)
- SVGA Color Monitor (minimum 256 color)
- 64 MB RAM (minimum)
- Internet Access (broadband recommended)

WAWF is in accordance with the 2001 National Defense Authorization Act (DFARS 252.232-7003/252.232.7003 Electronic Submission of Payment Requests - January 2004) which requires claims for payment under a Department of Defense Contract to be submitted in electronic form.

As of March 03, 2008, DOD has issued a [final rule amending the Defense Federal Acquisition Regulation supplement \(DFARS\)](#) to require use of the Wide Area Workflow as the only acceptable electronic system for submitting requests for payment (invoices and receiving reports) under DOD contracts.

NOTICE TO OUR VALUED SUPPLIERS

The following attached forms require information to be furnished by each offeror. Any questions may be directed to the Contract Specialist at the telephone number shown or email listed on the cover sheet of this solicitation.

1. Complete Standard Form 1449, 17a, 30a, b and c
2. Complete all Supplies/Prices "Schedule" sheets (Offered Prices) and Qualifications
3. Complete the CAGE Code and DUNS number spaces on this page
4. Complete all of the following and any additional Offeror Representations and Certifications:

AUTHORIZED NEGOTIATORS PAGE 14

FAR 52.212-3 OFFEROR REPRESENTATIONS
AND CERTIFICATIONS—COMMERCIAL ITEMS PAGE 81-97

FAR 52.215-6 PLACE OF PERFORMANCE PAGE 98

DFARS 212-7000 OFFEROR REPRESENTATIONS
AND CERTIFICATIONS—COMMERCIAL ITEMS PAGE 97

The requirements for Clause 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) mandate annual reporting of certain statistics on a form titled "Federal Contractor Veterans' Employment Report VETS-100."

Please submit the following identification numbers:

CAGE CODE: _____ DUNS #: _____.

ALL VENDORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTER (CCR) TO RECEIVE AN AWARD. SEE CLAUSE 52.212-4(t).

CONTINUATION OF BLOCKS ON THE SF 1449**Block 8** (continued):

Offer Due Date and Local Time Is: APRIL 16, 2012 AT 3:00 P.M., PHILADELPHIA LOCAL TIME.

Block 9 (continued):

All offers/modifications/withdrawals must be plainly marked on the **OUTERMOST ENVELOPE** with the solicitation number, closing date, and time set for the receipt of offers.

Address **Mailed Offer** to:

Defense Logistics Agency (DLA) Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667

Solicitation No.: SPM3S1-12-R-0002

Solicitation Issue and Closing Dates: MARCH 15, 2012 – APRIL 16, 2012 AT 3:00 P.M., PHILADELPHIA LOCAL TIME

Deliver **Hand carried Offer**, Including Delivery by Commercial Carrier, to:

DLA Troop Support
Business Opportunity Office
Building 36, Second Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092

All hand carried offers are to be delivered to the Business Opportunity Office between 8:00 AM and 5:00 PM Monday through Friday except for legal federal holidays as set forth in 5 USC 6103. Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secure military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee from the Bid Room. The following are telephone numbers for the Bid Room: (215)737-8511, (215)737-9044, or (215)737-7354. It is the offeror's responsibility to ensure that offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time the solicitation closes to allow for security processing and to secure an escort. NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand carries" the offer/modification/withdrawal to the Business Opportunity Office prior to the scheduled opening/closing time.

Commercial carrier delivered offers/modifications/withdrawals must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers.

E-mail and Fax are not acceptable forms of transmission for the submission of initial proposals. However, DLA Troop Support intends to utilize email, as well as other commercially practicable forms of communication if discussions/negotiations are held. At the discretion of the Contracting Officer, the government reserves the right to require final proposal revisions be submitted to the DLA Troop Support Business Opportunity Office. Offerors must address, in their final proposal revisions, all matters raised during negotiations that would effectuate a change from offeror's initial proposals. A failure to address these matters in final proposal revisions, in a timely and authorized manner, by the time final proposal revisions are due, may adversely affect consideration of the offer, including removal of the offer from consideration for award.

Faxed offers are NOT authorized for this solicitation for submission of initial proposals.

NOTE: Pricing is required to be submitted on a Compact Disc (CD), using the excel spreadsheets. Offerors can contact Noreen Killian for the spreadsheet at (215)737-7718 or Noreen.Killian@dla.mil.

Offerors should return ALL pages of the solicitation with their offer.

Block 15 (continued):

Delivery quantities will be provided via delivery orders issued on an as needed basis.

1. For CONUS orders, the government prefers a minimum of 2 calendar days and a maximum of 8 calendar days delivery leadtime. Exceptions to this are Ft. Richardson, AK; Ft. Wainwright, AK; and Schofield, HI—these locations require a maximum leadtime of 21 calendar days. Please indicate your specific leadtime for each location.
2. For CONUS deliveries: Government Inspection and Acceptance will be performed at destination by authorized Government personnel.
3. All OCONUS delivery leadtimes are 45 days. Upon receipt, OCONUS orders will be competed amongst CONUS awardees.
4. For OCONUS shipments: Government Inspection and Acceptance will be performed by authorized Government personnel at origin. Contractor delivery may be F.O.B. Origin or F.O.B. Destination to point of embarkation, as unilaterally determined by the Government. It is the contractor's responsibility to obtain USDA Export Certification for any and all items/conditions as deemed necessary by the USDA and destination "host" nation. Any required documentation, certification/certificates must be provided in a timely manner as to avoid delays in shipment.
5. Changes and/or cancellations to delivery order(s) may be made by giving the contractor no less than 48 hours' notice to be computed from time of receipt by the Contractor of the written or oral change(s) or cancellation(s).

The following includes the complete delivery addresses for all locations:

<u>DODAAC/Customer</u>	<u>Address</u>	<u>Delivery Requirements</u>
W44DQ8 FT SILL	Bldg 1962 Barbour Street Fort Sill, OK 73503 POC: Melidean Butler 580-442-6738/6739	Mon-Fri 07:00-16:00
W15A94 FT DIX	3140 Rancocas Road Fort Dix, NJ 08640-5404 POC: Joyce Jamieson 609-562-2246	Mon-Fri 07:45-15:30
W67K2R CP WILLIAMS	Bldg 1000 17800 South Camp Williams Road Riverton, UT 84065 POC: SSG Doug Miller 801-878-5467	Mon-Fri 07:00-15:30
WC1JUE FT WAINWRIGHT	Troop Issue Subsistence Agency Bldg 3030, 1060 Gaffney Road Fort Wainwright, AK 99703 POC: Ron French 907-361-6474	Mon-Fri 07:00-15:00
W16BF1 FT DRUM	Bldg P-60 Quartermaster Road Fort Drum, NY 13602 POC: Paul Bursik 315-772-4432	Mon-Fri 07:30-15:00
W33BRC FT BENNING	6800 Upton Ave, Bldg 100 Fort Benning, GA 31905 POC: Susan Longoria/Carl Barrett 706-545-2895	Mon-Fri 07:30-15:30
W42NU4 FT POLK	7670 Virginia Avenue Fort Polk, LA 71459 POC: Priscilla Williams 337-531-6176	Mon-Fri 07:30-15:30
W91A2K NATICK W91GVY NATICK	US Army Soldier Systems Cntr. 20 Kansas St, Bldg 20 Natick, MA 01760 POC: David Chambers 508-233-5180	Mon-Fri 07:00-11:30,12:30-15:30 Closed 11:30-12:30

W37N04 FT JACKSON	McCrady Training Center Bldg 3946 and 3937 Eastover, SC 29044 POC: Jane Kaufmann 803-751-7335	Mon-Fri 07:30-13:00
	2601 Washington Fort Jackson, SC 29207 POC: Jane Kaufmann 803-751-7335	
W68NE5 FT LEWIS	TISA Bldg 9660 Perry Avenue JBLM(Main), Fort Lewis, WA 98433 POC: Sharon D. Martin 253-966-6335	Mon-Fri 07:30-14:00
W68EV6 YAKIMA	TISA Bldg T822 Cold Creek Road JBLM-YTC, Yakima, WA 98901 POC: Deanna Sanchez/Tim Garza 509-577-3226	Mon-Fri 07:30-14:00
FT6311 KIRTLAND AFB	2251 Air Guard Road SE Kirtland AFB, NM 87117 POC: MSGT Keith Gum 505-846-8972	Tue-Fri 07:00-16:00
FT6705 DOBBINS AFB	1084 Readiness Road, Bldg 410 Dobbins AFB, GA 30069 POC: Roberta A. Kithcart 678-655-5860	Mon-Fri 08:00-16:00
W90DED FT CHAFFEE	Gate 19 Road Bldg 747 Fort Chaffee, AR 72905-1318 POC: SGT Thomas Hesson 479-484-2485	Mon-Fri 07:00-15:30
W41RAA CAMP ROBINSON	Bldg 318 Camp Robinson NLR, AR 72199 POC: SGT Henry Neal 501-212-4451	Mon-Fri 07:00-15:30
W33RSW FT STEWART	793 McFarland Ave, Bldg 1012 793 McFarland Ave, Bldg 1009 Fort Stewart, GA 31314 POC: Sheila Edmonds/Mr. Williams/Steven Yarber 912-767-8761/8591/2958	Tue & Thur 07:00-15:00

W45NR1 FT HOOD	89100 Clarke Road Fort Hood, TX 76544 POC: Michael A. Acierno, SSM 254-287-6595	Mon, Wed, Fri 06:30-10:00
WX3JP3 SCHOFIELD	TISA Bldg 2071 Lyman Road Scofield Barracks, HI 96857 POC: K.C. Thomas 808-655-9061	Mon-Fri 07:30-16:00
W5ALXV CP GRAFTON	4417 Hwy 20, Bldg 6310 Devils Lake, ND 58301 POC: David Reed 701-662-0332	Mon-Fri 07:00-16:30
W80WKM FT IRWIN	Bldg 882 Fort Irwin, CA 92310 POC: Bobby Jarman 760-380-3998	Tue & Thur 07:00-14:30
W55CVG FT RILEY	229 Custer Ave Fort Riley, KS 66442 POC: Mary A. Reed 785-239-2183	Mon-Fri 07:30-14:30
W56D93 CAMP GRAYLING	Bldg 560 Howe Road and Eighth Street Camp Grayling, MI 49739 POC: SGT Angela Schafer 989-344-6203	Mon-Fri 08:00-15:00
W61DET FT HUACHUCA	Bldg 30118 Clarkson Street Fort Huachuca, AZ 85613 POC: Milton M. Moore 520-533-3755	Mon-Fri 07:30-15:30
W81BR5 CP BLANDING	5629 St. Rd. 16 West Bldg 5720 Starke, FL 32091 POC: SFC Thomas Pomerleau 904-682-3368	Tue-Fri 08:00-11:00, 13:00-16:00
W36N0Q FT BRAGG	Building J-1952 Cook Street Fort Bragg, NC 28310 POC: Carolyn Young 910-643-8698	Tue & Thur 07:30-15:00

W81ED9 CP ATTERBURY	Bldg 3 Clark Street Edinburgh, IN 46124 POC: Ssg Jeffrey Reagan 812-526-1126	Mon-Fri 07:30-16:00
W45C08 FT BLISS	Bldg 1109 Aleshire Street Fort Bliss, TX 79916 POC: Betty Diaz 915-568-5007	Mon-Fri 07:30-15:30
W34GND FT CAMPBELL	5210 Kansas Ave Dock 37 (Dry) 5202 Desert Storm Ave (Cold) Fort Campbell, KY 42223 POC: Dawn Smith 270-798-5055	Mon-Fri 07:30-14:00
W33M8P FT GORDON	Bldg 14307 15 th St. & 3 rd Ave Fort Gordon, GA 30905 POC: Debbie Taylor 706-791-2025	Mon-Fri 07:30-15:00
W22PE0 FT KNOX	Tisa Warehouse Bldg 7102 Spearhead Ave Fort Knox, KY 40121 POC: William Naylor 502-624-1491	Mon-Fri 07:30-10:30
W90NGT CP GRUBER	Joint Maneuver Training Center Hwy 10 Central Europe Rd Braggs, OK 74423-0029 POC: SGT Carl Conley 918-549-6064	Tue-Fri 08:00-17:00
W90DED FT CHAFFEE	Maneuver Training Center 7047 Gate 19 Fort Smith, AR 72905-5000 POC: CW3 John Higgins 479-484-3170	Tue-Fri 08:00-17:00
W51HQQ FT CARSON	Bldg 350 5109 Specker Ave Fort Carson, CO 80913 POC: Juan A. Velazquez 719-526-4086	Mon-Fri 07:30-15:00

W81JKN GOWEN FIELD	USPFO Bldg 564 3489 W. Harvard Street Boise, ID 83705 POC: Karen Fee 208-272-3897	Mon-Fri 07:00-16:30
W81R07 CP MCCAIN	3152 James H. Bidy Road Building S-112 Greenda, MS 38926 POC: Christopher Watson 662-294-0067	Tue-Fri 08:00-16:00
W54CJX CP DODGE	7105 NW 70 th Ave Johnston, IA 50131-1824 POC: Patrick Parker 515-252-4515	Mon-Fri 09:00-14:00
W5CD3H FT MCCOY	490 E. K Street Ft. McCoy, WI 54656 POC: Andrew G. Pisney 608-388-4739	Mon-Fri 07:00-15:30
WC1JT7 FT RICHARDSON	804 Warehouse Street Fort Richardson, AK 99505 POC: Mary O'Loughlin 312-384-1869	Mon-Fri 07:00-15:30
W45DSR TEXAS NG	5601 FM 45 South Brownwood, TX 76801-5916 POC: SFC Michael Cummings 512-782-5001 Ext. 7331	Mon-Fri 07:30-15:30
W26DJW FT A.P. HILL	12232 A.P. Hill Drive Bldg 1336 Bowling Green, VA 22427-3100 POC: Gail Wallace 804-633-8435	Tue & Thur 07:30-12:00
W26QKQ FT LEE	Ft. Lee Field Ops Bldg 11541 Ft. Lee, VA 23801 POC: SSG Kacey Easton 804-734-1063/1056	Tue & Thur 07:30-12:00
W90YD7 CP RAPID	2823 West Main Street Rapid City, SD 57702-8186 POC: LT Ron Mitchell 605-737-6734	Tue-Fri 06:30-16:00

W81WYN FT HUNTER LIGGETT	Bldg 206 Fort Hunter Liggett, CA 93928 POC: Ronald Raade 831-386-3944	Mon-Fri 08:00-16:00
W81T4F CP PARKS	Bldg 332 Parks RFTA Dublin, CA 94568-2501 POC: James Richardson 719-440-5984	Mon-Fri 08:00-16:00
W45NQM FT SAM HOUSTON	2199 9 th Street Bldg 4189 POC: Percy Martin 210-221-3740	Mon, Wed, Fri 07:00-15:00
W90N0J OHIO NG	2825 W. Dublin-Granville Road Columbus, OH 43235-2789 POC: CW2 Robert Gray 614-336-4158	Mon-Fri 08:00-15:00
W57LVB CAMP RIPLEY	15000 Hwy 115 Cp Ripley, Little Falls, MN 56345 POC: Lonnie Wise 320-616-2665	Mon-Fri 7:00-15:30
WGQ3AA FT. LEONARDWOOD	Bldg. 735, Colorado Ave Ft. Leonardwwod, MO 65473 POC: Kimberly Schuenemeyer 573-596-6962	Mon-Fri 7:30-15:30
W81DFE CAMP GUERNSEY	Bldg. #605 Guernsey, WY 82214 POC: SGT Thomas Pafford 307-836-7777	Mon-Fri 7:00-17:00

Block 17A (continued):

OFFERORS: SPECIFY FAX NUMBER(S): _____.
 EMAIL ADDRESS: _____.

Block 17B (continued):

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACT REGISTER (CCR).

Offeror's assigned DUNS number : _____.

AUTHORIZED NEGOTIATORS:

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

Blocks 19-24 (continued):**Item Description:**

The following are the NSN and item descriptions for the twenty-one menus:

8970-01-525-6344	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 1, semi-perishable component (2 boxes), requires 8970-01-525-6726 breakfast menu 1, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6366	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 2, semi-perishable component (2 boxes), requires 8970-01-525-6729 breakfast menu 2, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6370	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 3, semi-perishable component (2 boxes), requires 8970-01-525-6733 breakfast menu 3, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6372	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 4, semi-perishable component (2 boxes), requires 8970-01-525-6735 breakfast menu 4, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6377	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 5, semi-perishable component (2 boxes), requires 8970-01-525-6739 breakfast menu 5, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6389	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 6, semi-perishable component (2 boxes), requires 8970-01-525-6740 breakfast menu 6, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6720	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 7, semi-perishable component (2 boxes), requires 8970-01-525-6744 breakfast menu 7, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6726	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 1, perishable component (1 or 2 boxes), requires 8970-01-525-6344 breakfast menu 1, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6729	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 2, perishable component (1 or 2 boxes), requires 8970-01-525-6366 breakfast menu 2, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6733	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 3, perishable component (1 or 2 boxes), requires 8970-01-525-6370 breakfast menu 3, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6735	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 4, perishable component (1 or 2 boxes), requires 8970-01-525-6372 breakfast menu 4, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6739	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 5, perishable component (1 or 2 boxes), requires 8970-01-525-6377 breakfast menu 5, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6740	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 6, perishable component (1 or 2 boxes), requires 8970-01-525-6389 breakfast menu 6, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6744	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 7, perishable component (1 or 2 boxes), requires 8970-01-525-6720 breakfast menu 7, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6783	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 1, semi-perishable component (2 boxes), requires 8970-01-525-6813 dinner menu 1, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6785	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 2, semi-perishable component (2 boxes), requires 8970-01-525-6815 dinner menu 2, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6786	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 3, semi-perishable component (2 boxes), requires 8970-01-525-6816 dinner menu 3, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6789	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 4, semi-perishable component (2 boxes), requires 8970-01-525-6817 dinner menu 4, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6790	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 5, semi-perishable component (2 boxes), requires 8970-01-525-6818 dinner menu 5, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6794	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 6, semi-perishable component (2 boxes), requires 8970-01-525-6820 dinner menu 6, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6796	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 7, semi-perishable component (2 boxes), requires 8970-01-525-6823 dinner menu 7, perishable

	component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6803	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 8, semi-perishable component (2 boxes), requires 8970-01-525-6825 dinner menu 8, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6804	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 9, semi-perishable component (2 boxes), requires 8970-01-525-6827 dinner menu 9, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6805	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 10, semi-perishable component (2 boxes), requires 8970-01-525-6830 dinner menu 10, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6806	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 11, semi-perishable component (2 boxes), requires 8970-01-525-6832 dinner menu 11, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6807	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 12, semi-perishable component (2 boxes), requires 8970-01-525-6849 dinner menu 12, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6809	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 13, semi-perishable component (2 boxes), requires 8970-01-525-6852 dinner menu 13, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6810	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 14, semi-perishable component (2 boxes), requires 8970-01-525-6856 dinner menu 14, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6813	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 1, perishable component (1 or 2 boxes), requires 8970-01-525-6783 dinner menu 1, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6815	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 2, perishable component (1 or 2 boxes), requires 8970-01-525-6785 dinner menu 2, semi-perishable component(2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate.
8970-01-525-6816	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 3, perishable component (1 or 2 boxes), requires 8970-01-525-6786 dinner menu 3, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6817	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 4, perishable component (1 or 2 boxes), requires 8970-01-525-6789 dinner menu 4, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6818	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 5, perishable component (1 or 2 boxes), requires 8970-01-525-6790 dinner menu 5, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6820	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 6, perishable component (1 or 2 boxes), requires 8970-01-525-6794 dinner menu 6, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6823	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 7, perishable component (1 or 2 boxes), requires 8970-01-525-6796 dinner menu 7, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6825	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 8, perishable component (1 or 2 boxes), requires 8970-01-525-6803 dinner menu 8, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6827	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 9, perishable component (1 or 2 boxes), requires 8970-01-525-6804 dinner menu 9, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6830	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 10, perishable component (1 or 2 boxes), requires 8970-01-525-6805 dinner menu 10, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6832	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 11, perishable component (1 or 2 boxes), requires 8970-01-525-6806 dinner menu 11, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6849	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 12, perishable component (1 or 2 boxes), requires 8970-01-525-6807 dinner menu 12, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6852	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 13, perishable component (1 or 2 boxes), requires 8970-01-525-6809 dinner menu 13, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-525-6856	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 14, perishable component (1 or 2 boxes), requires 8970-01-525-6810 dinner menu 14, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

Min / Estimated / Max Qty. Unit of Issue

**5-Year Contract Period
Maximum Quantity includes Surge**

786,540 / 3,932,710 / 7,415,347

Modules

Contract Clauses

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

Addendum to 52.212-4

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:

(3) in accordance with the warranty provisions of the contract. Supplies acquired through this acquisition will be inspected for all terms and conditions set forth in the resulting contract and Acceptance will take place at destination, unless otherwise specified. See Statement of Work, Section IX, for contractor quality systems and inspection requirements for Government verification inspection at origin provisions.

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

- (1) In addition to bilateral changes, the Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency tiers set forth in this contract.
- (2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:
 - (i) Method of shipment or packing;
 - (ii) Place, manner, or time of delivery.
- (3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

3. Paragraph (i)(5), Overpayments, is revised to add the following:

FAR Clause 52.232-25, Prompt Payment (Oct 2008) is applicable to all delivery orders. In accordance with paragraph (a)(2)(A) of the Prompt Payment clause, UGR-A rations shall be considered meat food product and the due date for making invoice payments should be not later than the 7th day after product delivery or receipt of invoice, whichever is later.

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

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

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the

Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

5. Paragraph (o) Warranty: The following clause will supersede FAR 52.212-4(o) referenced in this solicitation.

52.246-9060 WARRANTY OF SUPPLIES (COMMERCIAL ITEMS) (SEP 2008) – DLAD

(a) Definitions.

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

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end item furnished by the Contractor and related services required under the contract. The word does not include "data".

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 6 months after receipt of supplies at destination or, in the case of supplies required to bear an expiration date, for the expiration date indicated in the labeling thereof, all supplies furnished

(i) Are of a quality to pass without objection in the trade under the contract description;

(ii) Are fit for the ordinary purposes for which the supplies are used;

(iii) Are within the variations permitted by the contract, and are of an even kind, quality and quantity within each unit and among all units;

(iv) Are adequately contained, packaged, and marked as the contract may require; and

(v) Conform to the promises or affirmations of fact made on the container.

(2) When return of the supplies to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. Contractor shall also be liable for:

(i) Handling costs and incidental charges incurred by the Government in the preparation of the above described supplies for return to the contractor and in return of said supplies to storage, after redelivery by the contractor; and

(ii) For cost of Government examination of the corrected or replaced supplies computed and charged at the flat rate of \$49.28 per hour.

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

(c) Remedies available to the government.

(1) Notice Requirement: The contracting officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 7 days from receipt of supplies at destination or, in the case of supplies required to bear an expiration date, no later than one month following the expiration date indicated in the labeling.

(2) Conformance of supplies or parts thereof subject to warranty action shall be determined in accordance with the inspection and acceptance procedures contained in the contract except as provided herein. If the contract provides for sampling, the contracting officer may group any supplies delivered under this contract. The size of the sample shall be that required by the sampling procedure specified in the contract for the quantity of supplies on which warranty action is proposed, except when projecting sampling results. Warranty sampling results may be projected over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of re-inspection and regardless of whether such supplies have been issued or consumed, provided (1) the supplies from which the samples were drawn are reasonably representative of the quantity on which warranty action is proposed, and (2) the defects found in the sample size are sufficient to reject the quantity of supplies on which warranty action is proposed, even though the sample size may be less than that required for such quantity. The original inspection lots need not be reconstituted, nor shall the contracting officer be required to use the same lot size as on original inspection. Within a reasonable time after the notice, the contracting officer may exercise one or more of the following options; and also, following the exercise of any option, may unilaterally change it to one or more of the other options set forth below:

(i) Require an equitable adjustment in the contract price for any supplies or group of supplies;

(ii) Screen the supplies grouped under this clause at contractor's expense and return all nonconforming supplies to the contractor for correction or replacement;

(iii) Require the contractor to screen the supplies at depots designated by the Government within the continental United States and to correct or replace all nonconforming supplies;

(iv) Return any supplies or group of supplies under this clause to the contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement;

(v) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefore. In such event, the Government

may re-procure similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional cost occasioned the Government thereby.

(3) When remedy (c) (2) (iii) or (c) (2) (iv) of this clause is exercised, the contractor is required to submit in writing and within 30 days after receipt of notice of such invocation a schedule for either:

(i) Correction and/or replacement of all defective supplies and subsequent redelivery of the returned supplies; or,

(ii) Screening defective supplies at each depot involved and subsequent redelivery of all corrected and/or replaced supplies.

Such schedule will become a part of the contract delivery schedule upon agreement thereto by the Government. If the contractor fails to provide an agreeable schedule within the specified period, or any extension agreed to by the Government, the Government may correct the items and charge the contractor's account; or, issue a contract for correction of the items and charge the contractor's account; or, exercise one or more of the remedies specified in paragraph (4) below.

(4) If the contractor fails to accept return of the nonconforming supplies; or, fails to make redelivery of the corrected or replaced supplies to the Government within the time established; or, fails to make progress after their return to correct or replace them so as to endanger performance within the time established for redelivery and does not cure such failure within a period of 10 days (or such longer period as the contracting officer may authorize in writing) after receipt of notice from the contracting officer specifying such failure, the contracting officer may exercise one or more of the following remedies:

(i) Retain or have the contractor return the nonconforming supplies and require an equitable adjustment in the contract price.

(ii) Return or hold the nonconforming supplies for contractor's account, or require the return of the nonconforming supplies and then hold for contractor's account, whereupon the contractor shall repay the contract price therefore. In such event, the Government may re-procure similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional costs occasioned the Government thereby.

(iii) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming supplies for the contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for any other costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(e) When the contract specifies ultimate delivery of supplies to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

Addendum to 52.246-9060

Paragraph (c) (2) Options refers to Tier 2 and Tier 3

6. Paragraph (t), Central Contractor Registration (CCR):

Add the following:

(5) Definitions.

“Central Contractor Registration (CCR) Database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means—

(a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

“Data Universal Number System (DUNS) Number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) Number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR Database” means that—

(a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(b) The Contractor’s CAGE code is in the CCR database; and

(c) The Government has validated all mandatory data fields and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES
OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2012) - FAR**

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

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

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

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

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

___ (11) [Reserved]

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

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

X (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

X (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

X (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Mar 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138 and Pub. L. 112-41).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Mar 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

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

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

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

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

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

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

(End of Clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2012) – DFARS

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

X___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

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

(1) X___ [252.203-7000](#), Requirements Relating to Compensation of Former DoD

Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) X___ [252.203-7003](#), Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) X___ [252.205-7000](#), Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) X___ [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) ___ [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) X___ [252.225-7001](#), Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ___ Alternate I (OCT 2011) of [252.225-7001](#).

(7) ___ [252.225-7008](#), Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8) ___ [252.225-7009](#), Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) X___ [252.225-7012](#), Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(10) ___ [252.225-7015](#), Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

- (11) _____ [252.225-7016](#), Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- 111-383). (12) _____ [252.225-7017](#), Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L.
- (13)(i) _____ [252.225-7021](#), Trade Agreements (JAN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) _____ Alternate I (OCT 2011) of [252.225-7021](#).
- (iii) _____ Alternate II (OCT 2011) of [252.225-7021](#).
- (14) _____ [252.225-7027](#), Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) _____ [252.225-7028](#), Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) _____ [252.225-7036](#), Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301note).
- (ii) _____ Alternate I (OCT 2011) of [252.225-7036](#).
- (iii) _____ Alternate II (OCT 2011) of [252.225-7036](#).
- (iv) _____ Alternate III (OCT 2011) of [252.225-7036](#).
- (17) _____ [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) _____ [252.225-7039](#), Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) X _____ [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
- (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) _____ [252.227-7013](#), Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see [227.7103-6\(a\)](#)).
- (21) _____ [252.227-7015](#), Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) _____ [252.227-7037](#), Validation of Restrictive Markings on Technical Data

(SEP 2011), if applicable (see 227.7102-4(c)).

(23) X___ [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ___ [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ___ [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) X___ [252.243-7002](#), Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) ___ [252.246-7004](#), Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

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

(29)(i) X___ [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of [252.247-7023](#).

(iii) ___ Alternate II (MAR 2000) of [252.247-7023](#).

(iv) ___ Alternate III (MAY 2002) of [252.247-7023](#).

(30) ___ [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) ___ [252.247-7027](#), Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) [252.225-7039](#), Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

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

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

- (4) [252.227-7037](#), Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see [227.7102-4\(c\)](#)).
- (5) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).
- (9) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

ADDENDUM TO 252.212-7001

The following additional clauses are set forth in full text:

52.211-16 VARIATION IN QUANTITY (APR 1984) – FAR

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

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to each line item

(End of Clause)

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

The commercial changes clause at Federal Acquisition Regulation (FAR) 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

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

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

(End of Clause)

252.216-7006 ORDERING (MAY 2011) – DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from October 1, 2012 through September 30, 2017.

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

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

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

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

(End of Clause)

52.216-19 ORDER LIMITATIONS (OCT 1995) - FAR

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

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

(1) Any order for single line item in excess of 125% of the estimated quantity of that single line item.

(2) Any order for a combination of line items in excess of 125% of the estimated quantity of the combination of those line items.

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21

of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) – FAR

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the effective period expires.

(End of Clause)

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

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

(b) Maximum Contract Limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is 7,415,347 modules.

(c) Guaranteed Minimum.

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

[X] (i) Base period of one year plus two (2 year) options.

786,540 Modules per year (Quantity)

_____ (Percentage of the annual contract dollar value)

[] (ii) Base period of two or more years.
 _____ (Quantity) multiplied by _____.
 _____ (Percentage) multiplied by _____.

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

CLIN	FIRST QTR	SECOND QTR	THIRD QTR	FOURTH QTR
_____	_____	_____	_____	_____

[X] (iv) The contractor will not be obligated to honor any order with F.O.B. Destination terms that requires delivery to a single destination of a quantity less than that shown below:

CLIN	MINIMUM QUANTITY PER DESTINATION
_____	<u>1 Ration Module</u>

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

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

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

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

(End of Clause)

Addendum to 52.246-9060

Paragraph (c) (2) Base Period refers to Tier 1 and Options refers to Tier 2 and Tier 3

52.216-9012 ECONOMIC PRICE ADJUSTMENT (EPA) FOR UGR-A COMPONENTS – ACTUAL MATERIAL COSTS (NOV 2011) – DLAD

(a) WARRANTIES. The Contractor warrants that---

(1) distribution prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and

(2) all prices invoiced under this contract shall be computed in accordance with the provisions of this clause.

(b) DEFINITIONS. As used throughout this clause, the term:

(1) “Contract unit price” means the total fixed price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support’s customers. The contract unit price consists of two parts: Total Components price and Distribution price. The sum of these two prices shall be rounded up or down as applicable, (based on the rule of 5 or over to round up) to two (2) places to the right of the decimal point to calculate the contract unit price. Only the delivered price component of the contract unit price is subject to adjustment under this clause.

(2) “Total components price” means the total cost to the Contractor for all the food and disposable component items of the ration module, which is calculated by summing the total individual costs to the Contractor of each food and disposable component item in the ration module. The total cost to the Contractor for each ration component is calculated as the net unit price charged to the Contractor for that component, multiplied by the quantity of units per ration module. The net unit price for each component is the price paid by the Contractor to its supplier(s) for delivery of the component product to its distribution/assembly location (often called the “delivered price” or “landed cost”), taking into account any product discounts or rebates offered by the suppliers. The most recent vendor’s invoice price for a ration component should usually meet this definition as the net unit price for the component. The following table gives an example of how to calculate the total components price:

LUNCH/DINNER MENU 1 PERISHABLE - 8970-01-525-6813 - Chicken Parmesan						
	Net	Net Unit	Case	Qty/	Units/	Component
Menu Item	Unit	Price	Pack	Ration	Ration	\$ / Ration
Chicken Parmesan	CS	\$22.45	50 PC	50 PC	50/50	\$22.45
Sauce	CS	\$4.25	6 CN	3 CN	3/6	\$2.13
Lemon Cake	CS	\$5.17	8 EA	2 EA	2/8	\$1.29
Total Components Price						\$25.87

Legend: Qty = Quantity’ CS = case; PC = piece; CN = carton; EA = each

(3) “Distribution price” means the firm fixed price portion of the contract unit price, offered as a dollar amount per unit of issue, which represents all the elements of the contract price other than the total components price. The distribution price typically covers the Contractor’s projected general and administrative expenses, overhead, packaging costs, transportation costs from the contractor’s distribution/assembly point, and any other projected expenses associated with delivery to DLA Troop Support’s customers, plus profit. This price shall remain constant for the complete term of the contract

period then in effect. Distribution prices shall be formatted to two (2) places to the right of the decimal point, for example, \$4.50 per semi-perishable ration module.

(4) "Ordering catalog" means the listing of contract ration modules to be delivered to Government customers, and their corresponding contract unit prices available for ordering under this contract.

(5) "Ordering week" means the 7-day week, from Sunday at 12:01 AM through the following Saturday until midnight Eastern Time (ET), standard or daylight as applicable), during which the Government place orders for Unitized Group Rations (UGR) A modules to the Contractor.

(c) PRICE ADJUSTMENTS.

(1) General.

(A) All ordering catalog prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. If the Contractor's applicable total components price of a ration component(s) changes (i.e. increase or decrease) after the contract date, the corresponding contract unit price may be increased, or shall be decreased, by the same amount. The price change shall be effective at the beginning of the next ordering week. All ordering catalog unit prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the contract unit price at time of each order regardless of any changes in the unit price occurring in any subsequent ordering week. In the event the Contractor finds a price recorded in the ordering catalog was not computed in accordance with this clause, and the error resulted in a higher contract unit price, than would have applied if this clause had been correctly applied, the Contractor shall immediately notify the Contracting Officer in writing and promptly thereafter submit a refund proposal. The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect the change.

(B) The Contractor shall submit a request weekly for approval of price changes and for the retention of current prices, no later than Thursday, 1:00 PM eastern time (ET) to be effective in the following ordering week's ordering catalog prices. The Contractor shall notify the Contracting Officer of its request in the form of an electronic data interchange (EDI) 832 transaction set or via an update to the United States Department of Agriculture (USDA) web-ordering tool, as applicable. The notice shall include the Contractor's adjustment in the total components price component of the applicable contract unit price.

(C) The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering weeks. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall immediately furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists and any other substantiating information requested by the Contracting Officer.

(D) The Contracting Officer may reject any price change or request to maintain a current price for any item, to the extent such price is found not to be representative of the Contractor's current total components price.

(E) Should the Contracting Officer determine that a price change request contained an erroneous unit price or price change, the Contracting Officer may direct that the contract unit price be set at the amount

determined by the Contracting Officer to reflect the accurate Total Components price. If the accurate price is lower than the erroneous price or price change, then the contractor shall promptly thereafter submit a refund proposal.

(F) If the Contracting Officer does not notify the Contractor by Friday, 12:30 PM ET that a price or a price change request is being questioned or has been found to be erroneous, the requested contract unit price change(s) will be incorporated in the ordering catalog to be effective with the beginning of the following ordering week. Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting.

(G) For all proposed prices that were not correctly entered in time into the ordering catalog for the following week, or were identified following the commencement of the applicable ordering week, and for any excessive prices found in prior ordering catalogs, that resulted in incorrectly higher contract unit prices, the Contractor shall promptly refund the difference between the correct amount and the incorrect amount to the Government, whether identified by the Contractor or by the Contracting Officer.

As an example, the following illustrates a request for a contract unit price change for lunch/dinner perishable menu 1:

Price Effective for Ordering Week 13-19 Aug 2006

LUNCH/DINNER MENU 1 PERISHABLE - 8970-01-525-6813 - Chicken Parmesan						
	Net	Net Unit	Case	Qty/	Units/	Component
Menu Item	Unit	Price	Pack	Ration	Ration	\$ / Ration
Chicken Parmesan	CS	\$22.45	50 PC	50 PC	50/50	\$22.45
Sauce	CS	\$4.25	6 CN	3 CN	3/6	\$2.13
Lemon Cake	CS	\$5.17	8 EA	2 EA	2/8	\$1.29
Total Components Price						\$25.87
Distribution Price						\$4.25
Contract Unit Price						\$30.12

On 15 Aug 2006, the Contractor has received a new delivery of Chicken Parmesan at \$21.50 per case, and Lemon Cake at a delivered price of \$5.30 per case. The Contractor would request a contract unit price change as follows (requested changes in bold):

	Net	Net Unit	Case	Qty/	Units/	Component
Menu Item	Unit	Price	Pack	Ration	Ration	\$ / Ration
Chicken Parmesan	CS	\$21.50	50 PC	50 PC	50/50	\$21.50
Sauce	CS	\$4.25	6 CN	3 CN	3/6	\$2.13

Lemon Cake	CS	\$5.30	8 EA	2 EA	2/8	\$1.33
Total Components Price						\$24.96
Distribution Price						\$4.25
Contract Unit Price						\$29.21

(2) Limitations. All adjustments under this clause shall be limited to the effect on contract unit prices of actual increases or decreases in the net unit prices for material. There shall be no upward adjustment for—

(A) Production cost increases incurred by the Contractor

(B) Changes in the quantities of material.

(d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT. The aggregate of contract unit price increases for each item under this clause during any single performance period (base or option period) shall not exceed 10 percent (%) of the initial contract unit price in such performance period except as provided hereafter. There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, or in the event the latest actual cost for an item would exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing of the facts and circumstances. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of the remaining contract performance period, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the component delivered prices would raise a contract unit price for an item above the current ceiling, the Contracting Officer may issue a contract modification to establish a separate price increase limit for the item for the remainder of the current performance period. If the contract ceiling will not be raised, or raised sufficiently, to enable continued ordering of the item, the Contracting Officer shall so promptly notify the Contractor in writing.

(e) EXAMINATION OF RECORDS.

The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.703 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(f) FINAL INVOICE. The Contractor shall include a statement on the final invoice under the basic contract and any option period that the amounts invoiced hereunder have applied all decreases required by this clause.

(g) DISPUTES. Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.

(End of clause)

Addendum to 52.216-9012

Paragraph (2)(d) and Paragraph (f): Base Period refers to Tier 1 and Options refers to Tier 2 and Tier 3

252.217-7001 SURGE OPTION (AUG 1992) - DFARS

(a) General. The Government has the option to—

(1) Increase the quantity of supplies or services called for under this contract by no more than 188% percent; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) Schedule.

(1) When the Production Surge Plan (DI-MGMT-80969) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used.

(2) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) Exercise of option.

(1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.

(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of the added or accelerated items as of the date of the notice.

(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.

(d) Price negotiation.

(1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.

(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

(End of clause)

52.217-9007 SURGE AND SUSTAINMENT (S&S) INSTRUCTIONS TO OFFERORS (NOV 2011) – ALTERNATE I – DLAD

(a) Offerors shall provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a validation/test Plan.

(b) Capability Assessment Plan (CAP).

(1) Offerors shall submit a CAP that describes the method and capability to meet the surge requirements identified in the solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and all other information in Section 52.212-1 of the solicitation.

(2) Offeror must complete and print the CAP summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part of the offer.

(End of Clause)

52.217-9008 SURGE AND SUSTAINMENT (S&S) EVALUATION (NOV 2011) – ALTERNATE I – DLAD

Surge and Sustainment capability is a requirement in this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP) and the quality and extent of the offeror's S&S past performance. The offeror's proposal may be deemed unacceptable for failure to submit the required S&S information in accordance with the solicitation. The Government reserves the right to require additional information if necessary. S&S will be evaluated as follows:

(a) Capability Assessment Plan Evaluation. The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit, and S&S past performance. The CAP must demonstrate the offeror's ability to provide the full S&S quantity and delivery requirements as specified in the solicitation; the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and delivery requirements; and the ability to achieve these without Government investment.

(b) S&S Performance History Evaluation. The quality and extent of the offeror's previous S&S performance will be considered in the evaluation. In the absence of or in addition to DLA S&S past performance, the contracting officer may consider other relevant performance history where the offeror demonstrated the ability to quickly respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both. This aspect of the offeror's past performance will not be considered in the evaluation of the past performance evaluation factor in this solicitation.

(End of Clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) – FAR

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise

require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

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

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

(d) The certificate shall read as follows:

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

Date of Execution: _____

Signature: _____

Title: _____

(End of clause)

52.246-9004 PRODUCT VERIFICATION TESTING (NOV 2011) – DLAD

(a) The requirements of Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies-Fixed Price," American National Standards Institute (ANSI)/American Society for Quality Control (ASQC) Z1.4-1993, "Sampling Procedures and Tables for Inspection by Attributes," apply. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-2 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document. The current version of ANSI/ASQC Z1.4 can be found at <http://asq.org>. The private sector and non-Department of Defense (DOD) agencies may purchase copies of ANSI/ASQC Z1.4 from the American Society for Quality at <http://asq.org/index.aspx>.

(b) The Contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description

of the contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(c) On any given contract, the Government may require PVT through a Government-designated testing laboratory on the contract or production lot at Government expense to verify conformance. When the contract is designated by the Procurement Contracting Officer (PCO)/Administrative Contracting Officer (ACO) for PVT, the Government Quality Assurance Representative (QAR) will select a random sample, from lots presented by the contractor for Government acceptance, to verify that the entire lot tendered meets the requirements of the contract or during production to ensure critical manufacturing processes are in control and send the samples to a Government-designated laboratory for testing at the Government's expense. The PVT samples shall be shipped with a copy of the Department of Defense (DD) Form 250, a DD Form 1222 (as prepared in coordination with the QAR) and marked as follows: "PRODUCT VERIFICATION TEST SAMPLES, Contract number _____, lot/item number _____." Upon shipment of the PVT samples, the original unsigned DD Form 250, along with a copy of the DD Form 1222, shall be submitted to the PCO.

Upon notification to the contractor that PVT is invoked, the contractor shall not ship any material from the sampled lot until the contractor receives notification of acceptable PVT results. Government reserves the right to reject the lot, or withhold payment if the contractor ships prior to Government approval of the PVT. The Government will notify the Contractor of the results of the testing within 15 working days after receipt of the samples by the Government.

(d) Samples subjected to PVT are deemed to be part of the contract quantity. Samples destroyed during testing will be paid for at the contract price, provided the samples pass PVT. Those samples not destroyed during PVT will be returned to the Contractor at the Government's expense and will be included as part of the total contract quantity within the limits of the quantity variation clause specified in the contract.

(e) The Contractor will not be paid for those samples destroyed during testing which fail PVT. Such failure will result in rejection of the entire contract lot from which the samples were taken. Those samples from a rejected lot which were not destroyed during PVT may be returned to the Contractor at the Contractor's request and expense.

(f) [This subparagraph pertains only to contracts and bilateral purchase orders.]

(1) The QAR will evaluate the test results and accept or reject the rest of the production lot based on those results. At acceptance, the QAR is authorized to notify the contractor and send copies of the report to the Product Verification Program (PVP) Office and the PCO. If the Government fails to act within the period set forth herein for notification, the Contracting Officer shall, upon timely written request, equitably adjust, under the Changes clause of this contract, the delivery or performance dates and/or the contract price and any other contractual terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT results.

(2) The Government shall have the option to require the contractor to screen the entire lot tendered for any defects noted by the PVT. Any defects found shall be corrected before re-tendering the lot for acceptance by the Government. Furthermore, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass PVT, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of

this contract. In such case, the Government reserves all rights to remedies to which it is otherwise entitled by law, regulation, or this contract.

(g) [This subparagraph pertains only to unilateral purchase orders.]

(1) The QAR will evaluate the test results and accept or reject the rest of the production lot based on those results. At acceptance, the QAR is authorized to notify the contractor and send copies of the report to the PVP Office and the PCO. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT results.

(2) The Government shall have the option to require the contractor to screen the entire lot tendered for any defects noted by the PVT. Any defects so found shall be corrected before re-tendering the lot for acceptance by the Government. Furthermore, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order.

Alternate I When acquiring Packaged Petroleum Products, use the following paragraph (c) in lieu of paragraph (c) in the basic clause:

(c) On any given contract, the Government may require PVT through a Government-designated testing laboratory on a lot tendered for acceptance or during production on a number of samples at the Government's expense. However, the provision of sample containers and all costs associated with the transportation of samples to and from the testing facility will be the responsibility of the Contractor. The samples will be sent to a Government-designated testing laboratory for PVT. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary to verify conformance to contract requirements. When the contract designates such test, the Government QAR will conduct lot acceptance testing, which is required on 100 percent of lots produced and will observe the Contractor in the packaging and shipment of the samples to the designated laboratory for testing. The QAR will perform the evaluation and accept or reject the samples. Upon acceptance, the QAR is authorized to notify the contractor and send copies of the report to the PVP Office and the PCO. The Contractor shall not delay shipment of the supplies pending receipt of PVT results unless specifically directed to do so by the QAR or Contracting Officer. The Government reserves the right to hold acceptance until after receipt of the PVT results.

Alternate II When acquiring Heat and Die Number requirements, use the following paragraphs (c) (1) and (c) (2) in addition to paragraph (c) in the basic clause.

(c) (This paragraph applies only when "HEAT NUMBER" or "DIE NUMBER" requirements are in the contract description or specifications. It shall take precedence over any provisions of this contract or of this PVT clause which are inconsistent herewith.)

(1) If the contract description or specifications require that the supplies be identified by "HEAT NUMBER" or "DIE NUMBER", the selection of samples on a random basis in accordance with paragraph (c) above shall be from each "HEAT" or "DIE NUMBER" lot which is included in the production lot or contract lot tendered for acceptance.

(2) Subparagraph (h)(2) above is modified to provide that, if the PVT reveals nonconformities in the chemical or mechanical properties of the samples tested, the nonconformities shall be cause for rejection of the entire "HEAT" or "DIE NUMBER" lot included in the production or contract lot. Any "HEAT"

or "DIE NUMBER" lot that is rejected may not be re-tendered for Government inspection and acceptance.

Alternate III When acquiring Instrument Bearings, use paragraphs (a) and (c) in addition to the basic clause and paragraph (b) in lieu of paragraph (c) in the basic clause.

(a) When PVT is a requirement, the Contractor shall notify the PCO and the QAR in writing at least 30 calendar days before anticipated completion of manufacture of the contract quantity or first manufacturing lot. This is to allow for sufficient time for scheduling and PCO coordination with the Government test facility.

(b) In the event that the Government test activity performs destructive testing on any of the PVT samples, the Contractor shall receive the full contract unit price for that sample or samples as long as the testing found that sample or samples to be in conformance with technical requirements. PVT samples determined to be conforming and not destroyed or degraded in testing shall be returned, by the Government test activity, to the contractor at Government expense. The Contractor shall examine the returned PVT samples, refurbish as necessary, and may include them in the production quantity if found to be unharmed by the PVT.

(c) The PCO may waive the requirement for PVT where supplies being offered are identical to supplies that were accepted by the Government within a period of two years prior to the date of current solicitation. Offerors offering such products, who wish to rely on such prior acceptance by the Government, must furnish evidence with the offer that prior Government acceptance is presently appropriate for the products to be furnished hereunder by indicating below the information for identical supplies accepted by the Government.

GOV AGENCY _____

CONTRACT NUMBER _____

DATE OF CONTRACT _____

NSN _____ SPECIFICATION/PART NUMBER _____

In all cases, the PCO reserves the right to make final waiver determination.

The contract delivery schedule shall be reduced by 30 calendar days (time allotted for submission and approval of PVT sample(s)) if submission of PVT sample(s) is waived by the Government.

(End of Clause)

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

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

The following additional clauses are incorporated by reference:

CLAUSE NUMBER**TITLE/DATE**

252.204-7003	Control of Government Personnel Work Product (APR 1992) DFARS
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (OCT 2008) FAR
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (DEC 2006) DFARS
52.211-17	Delivery of Excess Quantities (SEP 1989) FAR
252.211-7006	Radio Frequency Identification (SEP 2011) DFARS
52.211-9010	Shipping Label Requirements—MIL-STD-129P (MAR 2012) DLAD
52.211-9014	Contractor Retention of Traceability Documentation (OCT 2008) DLAD
52.211-9046	FDA Compliance (NOV 2011) – DLAD
52.216-9006	Addition/Deletion of Items (AUG 2005) – DLAD
52.217-9006	Surge and Sustainment (S&S) Requirements (NOV 2011) – ALTERNATE I – DLAD
252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003) DFARS
52.232-17	Interest (OCT 2010) FAR
252.232-7010	Levies on Contract Payments (DEC 2006) DFARS
52.242-13	Bankruptcy (JUL 1995) FAR
52.242-15	Stop Work Order (AUG 1989) FAR
52.246-9001	Manufacturing Process Controls and In-Process Inspections (NOV 2011) – DLAD
52.246-9003	Measuring and Text Equipment (NOV 2011) – DLAD
52.246-9013	Contractor and Government Samples at Origin (SEP 2007) – DLAD
52.246-9023	General Inspection Requirements (NOV 2011) – DLAD
52.246-9024	Alternative Inspection Requirements for Selected Items (NOV 2011) – DLAD
52.246-9025	Re-inspection of Nonconforming Suppliers (NOV 2011) – DLAD
52.246-9039	Removal of Government Identification from Non-accepted Supplies (NOV 2011 – DLAD
52.246-9044	Sanitary Conditions (NOV 2011) DLAD
52.246-9045	Federal Food, Drug and Cosmetic Act (AUG 2008) DLAD
52.247-29	F.O.B. Origin (FEB 2006) FAR
52.247-34	F.O.B. Destination (NOV 1991) FAR
52.247-59	F.O.B. Origin – Carload and Truckload Shipments (APR 1984) FAR
52.247-9012	Requirements for Treatment of Wood Packaging Materiel(WPM) (FEB 2007) DLAD
52.247-9018	Utilization of Containers (Seavans) for Export Shipments (NOV 2011)

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005) (JAN 2012) – DFARS

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005) (JAN 2012) – DFARS

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of clause)

STATEMENT OF WORK

I. INTRODUCTION

1. DLA Troop Support intends to support the needs of its customers by entering into one Indefinite Quantity Contracts (IQC) per customer location to supply Unitized Group Ration-A (UGR-A).

The UGR-A is a ration consisting of the entire semi-perishable, perishable food components and disposable items (i.e. cups, trays, dining packets, trash bags) necessary to feed complete meals to 50 individuals. There are seven breakfast and fourteen lunch/dinner menus.

2. The resulting contract(s) will be Firm Fixed Price/ Fixed Price with Economic Price Adjustment that provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 6.504(a)). The contract(s) will be a **5-year tiered contract consisting of three Tiered periods.**

TIER 1

October 1, 2012 through September 30, 2013

NOTE: Deliveries might fall outside of effective period

TIER 2

October 1, 2013 through September 30, 2015

NOTE: Deliveries might fall outside of effective period

TIER 3

October 1, 2015 through September 30, 2017

NOTE: Deliveries might fall outside of effective period

NOTE: Offer on all tiers is mandatory. Failure to offer on all tiers may be deemed as non-acceptance of the tiers and could result in rejection of the offeror's entire proposal. The Tier 2 will follow the Tier 1 period. The Tier 3 period will follow the Tier 2 period upon expiration of that term.

This solicitation is unrestricted with HUBZone price evaluation preference. This solicitation is issued using Low Price Technically Acceptable Source Selection procedures. Offerors must meet all terms, conditions, and requirements of this solicitation. This solicitation will result in a long term, indefinite quantity, Firm Fixed Price/ Fixed Price with Economic Price Adjustment (EPA) Type Contract. See FAR Provision 52.212-2 Evaluation-Commercial Items for evaluation criteria.

4. Definitions

a. Ration Module - The ration module is the end-item ration, which contains the entire contents of the menu to feed fifty individuals. The ration module includes the semi-perishable module and the perishable module, which must be ordered separately.

b. Semi-Perishable Module - The two cases containing the complete semi-perishable and disposable components of the ration module.

c. Perishable Module – The single case containing all perishable components of the ration module.

5. Item Description

The UGR-A ration has seven (7) breakfast and fourteen (14) lunch/dinner menus. The ration module menus and components are described at Table I. (Note: The Table I Menu List and the attached Preparation Instructions shall be the two sides of the Printed Menu Sheets to be laid flat on top of contents in Box 1 of each ration). The menus have been developed based on nutritional requirements; variety, balance and acceptability of menus; and ease of preparation with field kitchen equipment. Table II is a summary and complete item description of all UGR-A components. Menu components' quality shall be equal to or better than the product requirements/specifications of Table II. Each UGR-A Ration shall contain the entire components to feed a complete meal to 50 individuals.

II. GUARANTEED MINIMUM/MAXIMUM

1. The quantities shown in the schedule represent the Estimated Minimum and Maximum quantities that will/may be ordered over the ordering period.

- The minimum quantity for the 5-year contract period will be 786,540 Modules
- The maximum quantity for the 5-year contract period will be 7,415,347 Modules

2. Surge

The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements, and to sustain an increased pace throughout the contingency are critical to the execution of the U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical military operational requirements. Because of DLA's unique role, surge capability is a primary consideration in this acquisition. DLA contractors are accountable for meeting surge requirements, ensuring surge capability actually exists and validating surge capability through surge testing.

DLA defines surge as the ability of the industrial base to meet accelerated delivery requirements, with existing industrial base capabilities, across a broad spectrum of possible contingencies. This includes both the capability to ramp-up quickly to meet early requirements, as well as to sustain an increased pace throughout the contingency(s). The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. The various contingencies are as follows:

Joint Chiefs of Staff (JCS) Logistics Exercises – The contractor must have the ability to support short term surges in demands, which may increase two times the estimated demand. There may be occasions where large increases in quantity will be necessary for short periods of time and on short

notice. An example of a surge situation would be an increase in military feeding of 200% over peacetime demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur.

Military Operations – The contractor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice. An example of a military operation would be US peacekeeping missions and Bosnia support. For this type of scenario, the capability to ramp-up quickly to meet early requirements, as well as Sustainment for an extended period of time is essential.

Mobilization – A full-scale military mobilization or a national emergency could increase UGR-A requirements to 2.4M modules within the first 135 days. Normal mobilization strategies provide lead times of at least 30 days to build the necessary support level. The contractor must have the ability to support this increased level of supply for an extended period of time.

III. ITEM ADDITIONS/DELETIONS/REPLACEMENTS

The Government may add, delete, or replace items on the contract as military needs change in accordance with 52.216-9006 ADDITION/DELETION OF ITEMS(AUG 2005) – DLAD, and as outlined below:

A. The Government reserves the right to add new items to the resultant contract(s), through bilateral modification, with negotiated pricing, after the date of award. If multiple awards are made new items will be competed amongst awardees, utilizing Lowest Price Technically Acceptable evaluation criteria for award.

B. The Government reserves the right to unilaterally delete items from the Unitized Group Ration-A (UGR-A) Program.

C. The Government reserves the right to replace or not to replace any item(s) which have been discontinued, or removed from the contract. The Government shall satisfy the guaranteed minimum contract quantity requirements as stated in the contract award.

IV. CONTRACTING AUTHORITY

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

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

V. NEGOTIATIONS

For the subject acquisition, the Government intends to award on initial offers but reserves the right to conduct negotiations if determined by the Contracting Officer to be necessary. Initial responses to negotiations shall be in a form of communication customary in the industry for transmitting information to include phone, facsimile transmission, letter, in-person and e-mail. However, any information

provided during negotiations, to include all changes to the initial offer, must be reduced to writing and transmitted to the DLA Troop Support Business Opportunities Office by the time and date specified at the time of Final Proposal Revisions. Information not submitted to the DLA Troop Support Business Opportunities Office by the specified date and time will not be considered by the Government during final evaluations.

VI. MISCELLANEOUS REQUIREMENTS

NATIONAL ALLOWANCES PROGRAM AGREEMENT (NAPA)

a. Definitions:

1) **Agreement Holder** – the supplier or manufacturer that has agreed to offer discount to DLA Troop Support on product ordered under prime vendor contracts.

2) **National Allowance Program** – the program implemented by DLA Troop Support to maximize the leverage of DLA Troop Support's buying power and reduce the overall delivered price under prime vendor contracts.

3) **National Allowance Program Agreements (NAPAs)** – agreements between DLA Troop Support and suppliers/manufactures which identify product category allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Contractor's or Prime Vendor's distribution price or other fees in any other way. **A NAPA is not a contract.**

b. DLA Troop Support has implemented a NAPA Program as part of the Subsistence Prime Vendor Program and now the UGR-A Program. Under the NAPA program, DLA Troop Support will enter into agreements with suppliers/manufacturers.

c. Under NAPA's, agreement holders:

1) Authorize and consent to allow the contractor to distribute its products to contractors ordering activities under the UGR-A Program; and

2) Offer discounts on the delivered price of products ordered under UGR-A contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted as the component(s) price.

d. NAPA's neither obligates contractor to carry any of the agreement holders product. However, NAPA terms will apply to any order placed by a contractor for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

e. If a contractor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then the contractor is required to pass these savings on to the customer.

f. Under this contract:

1) NAPA's are available on the DLA Troop Support Homepage at www.DLA Troop Support.dla.mil. The contractor or its Prime Vendor supplier will be responsible for visiting the Homepage on a weekly basis to obtain any additions or changes to these agreements;

2) The contractor or its supplier agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiate a bill-back to the agreement holder, if contract orders include any product covered by NAPA. The agreement holder will reimburse allowances to the contractor or supplier within a time period mutually agreeable to both parties;

3) Disputes between the contractor or supplier and the agreement holder related to the NAPA will be resolved between them, according to their own commercial practices. However, DLA Troop Support will attempt to facilitate any such disputes.

g. The NAPA Program is for the exclusive use of DLA Troop Support customers only.

VII. UGR-A NEW SOURCE SUBMISSIONS

UGR-A contractors shall assemble rations using only those product labels/brands identified in the contract Table I. Contractors may request Table I listing to use new/alternate component brands/labels (New Source), as follows:

1) UGR-A contractors must verify that the New Source item meets the item description and is equal to or better than the product quality standard at Table II.

2) The UGR-A contractor must verify the item is produced at a sanitarily approved facility. If the New Source manufacturer is not Sanitarily Approved, the contractor may request a VETCOM Sanitary Inspection on behalf of the New Source. The UGR-A contractor shall submit the manufacturer's letter, along with a cover letter, to the DLA Troop Support Contracting Officer requesting VETCOM Sanitary Inspection. The New Source's letter shall be on the New Source company letterhead, and must identify the manufacturer, address, telephone number, and point of contact.

3) After confirmation that the item complies with paragraphs (1) and (2) above, the UGR-A contractor shall complete the UGR-A New Source Introduction Form, which can be found at DLA Troop Support's homepage: <http://www.troopsupport.dla.mil/SUBS/>. The completed form shall be submitted via email to Cynthia Henry, Quality Assurance Specialist (Cynthia.Henry@dla.mil) for evaluation.

4) If necessary, the contractor will be advised by DLA Troop Support and provided detailed mailing instructions for forwarding the approved Table I product standard and New Source Item samples to Natick for evaluation. UGR-A contractors are responsible for making arrangements to ship New Source items AND the control samples to Natick as they will be packed to meet UGR-A contract requirements. The contractor shall provide DLA Troop Support notification of shipment of samples, to include product lot numbers. UGR-A contractors are responsible for the cost of product and for the cost of shipping product to the Natick.

5) If the Natick sensory evaluation results indicate the New Source is not acceptable for the UGR-A program, the contractor will be responsible for the cost of the Natick evaluation, approximately \$900. If the New Source is found acceptable, i.e. equal to or better value to the Government than the current product, it will be listed on Table I at no cost to the contractor.

VIII. MANDATORY ITEMS

A. Under the terms and conditions of FAR 52.208-9, the UGR-A contractor shall order all UGR-A components noted below:

1) UGR-A Dining Packets (25 packets per poly bag, LSN: 7360-01-E10-0113), from LC Industries, Inc., POC: Vicky White 1-800-647-2468

2) UGR-A Trash Bags (4 count, NSN: 8105-01-521-6616) from Envision, Inc., POC: Ashley Travnichek (316) 425-7193 or Jessica McCoy (316) 425-7122

3) Disposable Cups (9 oz Tall-Style, Class 3 plastic-lined cup, NSN: 7350-01-411-5265) from Lighthouse for the Blind in New Orleans, POC: Bill Price, (601) 892-6102

4) UGR-A Spices from Unistel Division of CDS Inc., POC: Diane Kaluza (585) 341-4720 or Nick Galante (585) 341-4716

Note: The UGR-A contractor is authorized to purchase dining packets, trash bags, disposable cups, and spices from a commercial source upon notification of non-availability of said dining packets, trash bags, disposable cups, or spices from the NIB agency, or upon receipt of dining packets, trash bags, disposable cups, or spices of unacceptable quality. Notify National Industries for the Blind immediately when a commercial procurement is made. Information shall include the quantity purchased as well as the reason for the purchase. Point of contact is Ms. Mary Johnson, Area Code (703) 578-6512.

B. Submit written monthly reports to DLA Troop Support within the first week of the month following any commercial dining packet, trash bag, disposable cup, or spice procurements. It is to include the quantities ordered (for each order), the date of order, and the date of delivery, and the reason for commercial purchase. Negative reports are not required.

C. Pricing Information

DINING PACKETS:

Pricing good thru 10/2/2012

The FOB destination price for truckload quantities is \$4.89 per bag

TRASH BAGS:

Pricing good thru 9/28/2012

The following pricing applies for purchasing per pkg:

1 to 7 pallets	2,880 pkgs. to 20,160 pkgs.	\$1.18 per pkg.
8 to 13 pallets	23,040 pkgs. to 37,440 pkgs.	\$1.16 per pkg.
14 pallets +	40,320 pkgs. or more	\$1.14 per pkg.

The following pricing applies for purchasing box, which has 40 pkgs/box:

1 to 7 pallets	72 boxes to 504 boxes	\$47.20 per box
8 to 13 pallets	576 boxes to 936 boxes	\$46.40 per box
14 pallets +	1008 boxes or more	\$45.60 per box

DISPOSABLE CUPS:

Pricing good thru 8/24/12

The FOB Origin price is \$49.85 per box.

The FOB Destination price is \$51.91 per box.

SPICES (All):

Pricing good thru 8/10/12

All prices are FOB Origin

BBQ Sauce: \$0.42 Each

Cinnamon Maple Seasoning: \$0.42 Each

Italian Seasoning:\$0.30 Each

Onion, Minced: \$0.38 Each

Paprika, Ground: \$0.37 Each

Poultry Seasoning: \$0.33 Each

Canadian Steak Seasoning: \$0.55 Each

Vegetable Seasoning: \$0.48 Each

Pepper, Black, Ground: \$0.49 Each

Salt, Table, Iodized: \$0.29 Each

IX. ADDITIONAL REQUIREMENTS**A. Delivery Information:**

- 1) Initial order will have a 30-day after receipt of order (ARO).
- 2) Any additional orders will have a 7-day ARO.

B. Substitution of Menu Items or Brand/Labels

1) In the event of non-availability of a menu component item or specified brand/label, the contractor shall promptly request the use of a substitute item or brand/label from the Contracting Officer. Substitute items or brand/labels shall not increase the preparation/cook time when compared with the current menu or component. Container sizes may vary provided yields are met. Product substitutions may be made only by written authorization from the Contracting Officer. Such written authorization shall accompany shipments and be provided to the Government receipt officer.

2) The Government reserves the right to make unilateral changes to the specified menus and components in accordance with the Changes provision of this contract.

C. Date of Pack/Shelf Life/Freshness Requirements

1) For orders for OCONUS deliveries, all delivered UGR-A modules shall have at least 9 months' shelf-life (at 80°F for semi-perishable modules and at 0°F for perishable modules) remaining at time of origin acceptance, or contractor delivery to the point of debarkation, if applicable (whichever is later).

2) All delivered UGR-A modules shall have at least 3 month shelf-life (at 80°F for semi-perishable modules and at 0°F for perishable modules) remaining at time of contractor delivery, as determined by the Inspection Date.

D. Delivery Orders: will be issued in accordance with Clauses 252.216-7006, Ordering, and 52.216-9007, Delivery Order Limitations.

E. Variation in Quantity

No variation in quantity of any item called for in any delivery order issued is authorized or will be accepted by the government. Any excess quantities delivered will be treated in accordance with 52.211-17 Delivery of Excess Quantity

F. Additional Delivery Sites

Additional delivery sites/installations may be included by modification during the contract period. Distribution Price(s) will be negotiated accordingly.

G. Shipping/Receiving Problems

All shipping and receiving problems shall be reported to Ms. Linda Carlin at 215-737-8227 or Linda.Carlin@DLA.MIL.

H. Contracting and Administration Authority

1) The DLA Troop Support Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. Notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the DLA Troop Support Contracting Officer.

2) In the event the contractor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made to cover any increase in costs as a result thereof.

3) Requests for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.

4) DLA Troop Support will perform Administration of the basic Indefinite Quantity Contract and Individual Delivery Orders. The DLA Troop Support Contracting Officer must first approve any changes or modifications to orders that are outside the terms contemplated in this solicitation.

I. Ordering and Invoicing

1) The contractor shall submit copies of its invoice for payment as described at 52.212-4(g).

2) The contractor shall present a copy of its invoice/delivery ticket to the receiving official at destination.

J. The authorized receiving official at each delivery point will sign each invoice/delivery ticket acknowledging receipt. The receiving official shall annotate any corrections on the invoice/delivery ticket, such as short shipments, prior to signing for receipt. The destination receiving officer shall provide one signed copy to the Contractor and will retain the originals.

1) For manual orders, the receiving officer shall fax receipted copy of the invoice/delivery ticket to DLA Troop Support at the following address: 215-737-4115, ATTN: Linda Carlin.

2) For electronic orders under STORES, the receiving officer will ensure that receipts are electronically posted.

Order Fill and Substitution Policy: All orders are required to be completely and timely delivered. In the event the contractor is unable to timely deliver in full an order, the contractor shall, within 2 hours of receipt of order, so advise the Contracting Officer, or authorized representative, to include other menus which can be timely delivered, and the earliest date the required menus can be delivered. No substitutions will be accepted unless authorized by the DLA Troop Support Contracting Officer when the order is placed or prior to delivery.

K. STORES Electronic Order/Ordering System Requirements:

1) The Government shall order UGR-A rations electronically using the Subsistence Total Ordering and Receipt Electronic System – STORES. The contractor shall be required to modify its electronic ordering process substantively to interface with the Government's electronic translation package. The function of STORES is to electronically communicate orders from a military installation to a contracted supplier through the use of Electronic Data Interchange (EDI). In addition, electronic

information is transmitted to the acquisition agency, DLA Troop Support, for the purposes of contractor payment and billing. The STORES acts as an intermediary between the customer, contracted supplier and DLA Troop Support. Information on STORES functionality is found in the system specification available electronically and will be provided upon request.

2) In order to interface with STORES, the offeror must be able to support the following EDI transaction sets:

832 CATALOG (From VENDORS TO DLA TROOP SUPPORT)
 850 PURCHASE ORDER
 997 FUNCTIONAL ACKNOWLEDGEMENT

3) A complete description of these transaction sets is included in the STORES Handbook.

Vendor Reconciliation Tool – in an effort to improve the payment process, vendors have the ability to view what the customer has or has not receipted, via the STORES Reconciliation Tool. The vendor will have access to invoice information, i.e., the invoice does not match the receipt because of a quantity price discrepancy, or other discrepant information. The vendor will be able to review both invoice information and receipt information. While the vendor will not have the capability to update customer receipt information, update capability will be available to reconcile invoice information, if needed, for approximately seven (7) days. Invoices that do not require adjustments (i.e.: match for invoice and receipt for quantity, price, etc) will only be on the tool for one (1) day. It is the vendor's responsibility to ensure accurate invoices. This tool has been developed as an additional means for your internal accounting process.

L. Management Reports

The contractor shall electronically transmit the following reports, on an Excel Spreadsheet, to the DLA Troop Support Contracting Officer and Contract Specialist/Account Manager on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month, e.g., reporting period of January 1 thru January 31, the reports must be received by February 7.

1) Order Report - shall contain at minimum:

DLA Troop Support stock number, Item Description, quantity ordered, total dollar value of units shipped, RDD. Dollar amounts will be totaled. This report shall be submitted by individual customer accounts and also by the total customer base in the Region.

2) Small Business Subcontracting Reports –

a) This report should list all products manufactured and/or supplied by small business, small disadvantage businesses, minority owned small business, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), women-owned small businesses, women owned small disadvantaged businesses, HUBZone small businesses and JWOD. This should be sorted by manufacturer,/supplier and include quantity and dollar value and should be sorted by the applicable business size category of the manufacturer/supplier. NIB/NISH firms are not to be categorized under Small Disadvantaged Businesses as they are non-profit organizations and should be considered their own separate category. NOTE: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs. NOTE: SBA must certify SDB and HUBZone businesses.

b) A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DLA Troop Support is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

c) AbilityOne (previously Javits-Wagner-O'Day (JWOD)) – This report must list all products supplied by AbilityOne firms. Total dollars and percentages should be highlighted within the Socioeconomic Report. Progress reports regarding these subcontracting efforts relative to AbilityOne entities are also required.

M. Rebates/Discounts/NAPA Savings Report

This report shall list all products that have price reductions per rebates, discounts, or NAPA Allowances. This report shall include at a minimum: component name, quantity ordered, dollar value of savings per item and percentage of price discount per item. Cite whether component item savings is a rebate, discount or NAPA Allowance. This report shall be submitted for total customer base.

TECHNICAL/QUALITY DATA

I. QUALITY ASSURANCE PROVISIONS

1. All nonconformance's discovered by Government inspectors at destination will be reported to the DLA Troop Support Quality Assurance Specialist, Contract Specialist, or Contracting Officer as listed below. All nonconforming lots are subject to rejection at Destination by the Accountable Officer, or DLA Troop Support Contracting Officer's discretion.

2. All quality problems or issues shall be reported to either of the following:

Cynthia Henry, Quality Assurance Specialist, 215-737-7802, Cynthia.Henry@dla.mil
 Joanne Jaworski, Contracting Officer, 215-737-3820, Joanne.Jaworski@dla.mil
 Noreen Killian, Contract Specialist, 215-737-7718, Noreen.Killian@dla.mil
 Karla Thompkins, Contract Specialist, 215-737-2958, Karla.Thompkins@dla.mil

3. UGR-A Product Quality Audits

a. The DLA Troop Support Subsistence Operational Rations Branch will conduct UGR-A Product Quality Audits to review the contractor's product compliance.

b. The DLA Troop Support UGR-A Product Quality Audit Program, covering all components used by the UGR-A Contractor, functions as a Quality Assurance check for our DoD customers to ensure the War fighters are receiving products of an optimum quality level. The audit objectives are as follows:

1) To determine compliance of each contractor's UGR-A components with Table II specification requirements, to verify that the quality level of the materials supplied is satisfactory, and to establish a comparative quality assessment of the UGR-A components provided by each contractor.

2) To verify that there is no product misrepresentation or substitution.

c. Audit Results: UGR-A Contractors will be provided a detailed report for each product reviewed. It will be the UGR-A Contractor's responsibility to take immediate action to correct any deficiency uncovered during the audit.

d. UGR-A contractors are responsible for the cost of product and for any cost of shipping product to the location of the audit.

II. STORED PRODUCTS PEST MANAGEMENT PROGRAM

The contractor shall develop and maintain a stored products pest management program for food and other collocated non-food items. The procedures contained in the "Integrated Pest Management (IPM) Program Requirements for Operational Rations," April 2011 are required. This document can be found on DLA Troop Support's Subsistence Website at <http://www.troopsupport.dla.mil/subs/support/quality/index.asp>.

III. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

1. As required by 48 CFR 246.471-1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, inspections of Subsistence Supplies and Services, Clause 52.246-9044, "SANITARY CONDITIONS (AUG 2008) DLAD, 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 for Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Veterinary Command (VETCOM), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDA) and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by VETCOM will be routed through DLA-FTRE 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-FTRE, in coordination with the Chief, Approved Sources Division, VETCOM.

2. Warehousing and Distribution Sanitation Program

The contractor shall develop and maintain a sanitation program to comply, at a minimum, with the Code of Federal Regulations, Title 21, part 110. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any finding by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

IV. TRACEABILITY

1. The contractor shall maintain records identifying the components used in the packing and assembling of each lot. The records shall maintain traceability of components to the extent that a contract number and a lot number/date of pack of the component can be traced to (or from) an

end item lot. The system should also enable the contractor to list component contract numbers and lot number/date of pack with an end item lot. The end item lot number shall be represented as the assembly (calendar/Julian) date of pack. The purpose of this system is to maintain traceability of food components through the entire supply chain, and enable DLA Troop Support to identify location and conduct a food recall of suspect components if necessary.

2. The contractor will maintain an automated database for component food items (except salt, pepper, seasoning and condiments), which includes components, assembled lot and shipment data for every UGR-A menu assembled. The automated database shall have the capability to search by individual component data or assembled menu data. The contractor for a minimum of 1 year will maintain traceability records for each menu. Traceability records for each assembly lot will be supplied electronically to the U.S. Army Veterinary Command and DLA Troop Support **within 24 hours of request.**

3. Radio Frequency (RF) Tag Requirements for OCONUS Shipments

The contractor shall prepare and affix RF Tags to shipment containers, for all OCONUS shipments, and special CONUS training exercises as directed, in accordance with the following RADIO FREQUENCY (RF) TAG REQUIREMENTS:

A. Definitions

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

(2) RF INTERROGATOR: Electronic device used to detect, “read” and “write” specific information on a RF tag

(3) RF RETRIEVER COMPUTER: An industrial computer configured to receive signals, via data cable from the RF Interrogator, and “upload” RF Tag information via a phone line to destination server. It has no monitor or keyboard.

(4) RF LAPTOP WRITE STATION COMPUTER: A “laptop” computer configured to “write” tags in conjunction with a RF Interrogator.

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

(6) TAG DOCKING STATION: An electronic device used to transmit data electronically from the laptop computer to the RF tag.

B. General Information

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

(2) The RF application software to be used for RF tagging of OCONUS shipments is Government-owned. The Government shall provide the RF Write software and technical services required to facilitate implementation of RF tagging of shipments. This includes surveying the Contractor/Supplier (hereinafter the “Contractor”) site for RF site preparation, installation and testing of hardware and software, installation of communications software interfaces to Government servers, and training vendor personnel to use the integrated software and hardware composing the RF tag “write” and “read” capabilities. The Government points of contact (POC) for acquiring the RF software and technical services are **Program Executive Office, Enterprise Information Systems, Product Manager for Automatic Identification Technology** (PEO EIS, PM AIT), : help.rfitv@us.army.mil or Phone number (800) 877-7925 or (703) 439-3850

C. RF Equipment and Equipment Support

1. HARDWARE:

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

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

a. RF Retriever Computer:

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

b. RF Laptop Write Station:

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

c. RF Interrogators:

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

d. RF Tags:

The RF Tag model 410 is an “active” tag with its own database engine and file system. It features 128 bytes of read/write memory and supports tag-initiated communication triggered by system sensors. It is hermetically sealed, waterproof, and able to withstand the shock and vibration of transportation. **One (1) RF Tag model 410 is required for each container shipment.** The initial

inventory of RF Tags shall be provided by the Government for use on Government-sponsored shipments.

2. SOFTWARE:

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

3. RF INFRASTRUCTURE SUPPORT:

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

b. The Contractor will provide the following infrastructure for the RF interrogator "read" station:

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

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

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

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

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

c. The Contractor will provide the following infrastructure for the RF laptop write station:

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

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

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

4. PROCEDURES

a. Each Contractor shall input data, or "write", one RF tag for each OCONUS container load, or CONUS container when directed by the DLA Troop Support/E Item Manager, and

affix the RF tag to the Container by the most secure method available, behind the locking bars. Each RF tag shall be written to contain the data attached, formatted as specified by the data definition for the 128k RF tag. The Government will provide training for contractor personnel to “write” the data to tags, and to “read” and upload tag data upon shipment container departure from contractor location. The data format is in the Operational Prototype Total Asset Visibility, TIPS-Write Import Document, 09 Sep 02, at attachment 1.

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

**Defense Distribution Center
Bldg 54, Bay D-5 (J4/5)
New Cumberland, PA 17071**

**EMAIL: delivery@dla.mil
Telephone: 1-800-456-5507
Please state in the subject line of email: RFID Tag Replenishment Request**

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

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

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

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

e. Upon request of the Contracting Officer, or COR, the Contractor shall promptly return any, or all, GFP RF Tags to the DDC RFID Management Center above. The Contractor shall prepare RF Tags for shipment as directed by the Government POCs, and shall make such shipment

to the DDC Mgmt Center at its own expense. The Government will not make payment for any return shipments.

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

V. DATE OF PACK

Acceptance will be limited to product processed and packed subsequent to date of award of delivery order. Additionally, all shipments of components/product from a producer to destination/assembly points shall not be older than 60 days at time of shipment.

The following condiments shall be no older than **90 days** from date of manufacture at time of assembly: ketchup, relish, mustard, hot sauce and steak sauce. The following components shall be no older than **60 days** from date of manufacture at time of assembly: salad dressing and margarine.

VI. MARKING OF UNIT LOADS

1. Marking of Shipping Containers

a. UGR-A semi-perishable shipping cases. Labels for breakfast and lunch/dinner shall only be white in color, or preprinted and/or jet coded boxes may be used in lieu of white preprinted labels

1) A side panel shall be marked accordingly:

The following information shall be marked with a minimum 1-inch high capital letters and numeric and 3/4 inch minimum lower case letters:

Menu, Number and Name
NSN:
Box Number

The following information shall be marked with a minimum 1/2 inch capital letters and numeric and 3/8 inch minimum lower case characters:

Complete Ration Module Includes	
Box 1 of 3 Dry Storage	PKD/LOT
Box 2 of 3 Dry Storage	ITD
Box 3 of 3 frozen NSN 8970-XX-XXX-XXXX	

On the same side panel, the bar code shall be placed in the upper right hand corner (See paragraph (4) Bar Coding, below, for specific information).

The following is provided as example:

Lunch/Dinner Menu 1 - Chicken Parmesan	Bar Code
8970-01-E10-0126	
Box 1 of 3	
Complete Ration Module Includes:	
Box 1 of 3 Dry	PKD/LOT
Box 2 of 3 Dry	ITD

Box 3 of 3 Frozen 8970-01-E10-0136

NOTE 1: The Date of Pack/Lot Number (DOP/LOT) shall be a Julian date and placed on the lower right hand corner of the same side panel. The Inspection Test Date (ITD) shall be an open date to include MMM/DD/YY (month/date/year) and shall be placed below the DOP/Lot Number.

NOTE 2. Inspection Test Date (ITD) of the module is determined by the shortest shelf life component contained within. The remaining shelf life of the following components shall not be considered in calculating the ration module ITD: ketchup, relish, mustard, hot sauce, steak sauce, margarine and salad dressing.

2) In addition, each case shall be marked with the following:

Contract Number
Contractor's name and address

3) The top panel shall be marked with the following with 1 inch high letters as follows:

**“ATTENTION: THIS IS AN INCOMPLETE RATION - PERISHABLE
COMPONENT ITEM(S) REQUIRED”**

4) An end panel shall be marked accordingly:

The following shall be marked with a minimum 1 ¾ inch characters:

UGR-A

The following information shall be marked with a minimum 1 inch capital letters and numeric and ¾ inch minimum lower case characters:

Menu, Number and Name

NSN:

Box Number

The following is provided as an example:

UGR-A
Lunch/Dinner Menu 1 – Fried Chicken
8970-01-525--6783
Box 1 of 3

b. UGR-A perishable shipping cases. Labels for breakfast and lunch/dinner shall only be white in color, or preprinted and/or jet coded boxes may be used in lieu of white preprinted labels if more than 1 perishable item is supplied.

NOTE: All labels shall be as demonstrated above for the semi-perishable cases with authorization to proportionally adjust the letter size as necessary for variations (i.e., smaller) in perishable box sizes. All markings shall be the largest size practical.

In no way shall the UGR-A labels cover or otherwise conceal the following federally required markings for cases of perishable products:

Species, Product Name

Packer or Distributor Name, City, State, Zip
 Establishment # (circular USDA Legend or place of manufacture)
 Net Weight of Contents, or Net Count of Contents
 Keep Refrigerated or Keep Frozen
 Uncooked Products Need Safe Handling Label
 Ingredients Statement (if any added ingredients)

c. Unit Load Markings. Units Loads containing the same menu shall be stenciled, printed, or labeled on two adjacent sides with the largest characters possible as follows:

NSN:
 UGR A Ration Meal, Number and Name (i.e. Lunch/Dinner Menu 5, General Tso
 Chicken)
 Date of Pack
 Lot number
 Packed By: Contractor's name and address

NOTES: (1) When Unit loads are mixed, as authorized, each menu and quantity must be listed
 (2) Only permanent contrasting ink shall be used.

d. Bar Coding: Bar codes shall be in accordance with ANSI/AIM BC1-1995 (code 39). All shipping containers shall have bar code markings applied on the end of the container. When space does not permit placing all of the bar code markings on one surface of the shipping container, the bar code labels/markings will be placed on the adjacent side of the container. The bar code marking or label (representing the National Stock Number (NSN), contract number, and box number; (e.g. Box 1 of 3) shall be in a vertical or "picket fence" configuration in an area adjacent to the identification markings. The bar code shall be placed a minimum distance of 1 inch from the top or bottom edges of the container and ½ inch from the side edge of the container. A minimum distance (quiet zone) of ¼ inch from the nearest identification marking will be maintained. The bar codes shall be applied in either of the following formats: (1) stacked on three separate lines the NSN immediately above the contract number, followed by the box number in such a manner as the bar codes are left – justified (left hand start characters vertically aligned) or (2) applied in line with NSN preceding the contract number, followed by the box number. A minimum space of 1/4-inch separating each bar shall be maintained. On fiberboard shipping containers, either bar code labels or direct printing is acceptable.

2. Unit Loads

a. Semi-Perishable:

Twelve (12) semi-perishable modules of a single menu shall be configured in four (4) tiers as a palletized unit load. Two (2) individual cases representing a complete semi-perishable module shall be placed end to end on the load base resulting in three (3) modules per tier. The load base shall be a 40 inch x 48 inch commercial wood or plywood four-way entry pallet or a 48 inch x 40 inch Grocery Manufacturers of America (GMA) wood four-way entry pallet. The unit load will be completely covered with a fiberboard top pad. Unit loads will be bonded to the load base using either 6 mil polyethylene (PE), or 2.5 mil polyvinyl chloride (PVC) shrink film or 0.9 mil (minimum) polyethylene (PE) stretch wrap. Shrink film will be in the form of a bag encapsulated over the entire load and extending at least evenly with the bottom deck boards of the pallet. Stretch

wrap film shall be stretched around the load in multiple wraps from the top of the bottom deck boards to not less than two (2) inches above the top of the load. Stretch film will be applied in sufficient number of wraps to ensure unit load integrity to final destination. Unit load height shall not exceed 43 inches (including load base) and must be capable of being stacked three (3) units high in storage facilities. If necessary partial unit loads may be shipped.

NOTE: OCONUS Shipments Only (semi-perishable modules): Stretch wrapped unit loads shall be weather protected by placing plastic film over the top of the load prior to stretch wrap application. If less than full width film is used, film sections shall overlap so as ensure complete coverage. The top film will extend down all four sides of the load a minimum of twelve (12) inches ensuring that the film covering the top of the load is secured in place.

b. Perishable: Unit loads shall have the shipping containers arranged on a 40 inch x 48 inch commercial wood or plywood four-way entry pallet or on a 48 inch x 40 inch Grocery Manufacturers of America (GMA) wood four-way entry pallet. The load shall be bonded with non-metallic strapping, shrink or stretch film or other means that comply with carrier rules and regulations applicable to the mode of transportation.

c. (Adhesive bonding is not acceptable). Bonding material shall secure the load to the pallet to form a consolidated stable cargo which can be handled as a unit. For example, when strapping is used to bond the load, the straps shall pass under the top deck boards. When stretch or shrink film is used, it must be applied low enough on the pallet to bond the load to the pallet. The unit load height shall not exceed 43 inches. The unit load(s) for each delivery order shall contain the perishable modules required to complete the ordered/delivered ration modules.

d. Mixed Unit Loads: If deliveries require quantities of individual menus that result in less than a unit load, more than one menu may be shipped on a pallet in order to ship complete units. Menus should be segregated to reduce the number of mixed unit loads shipped. Unit load markings must reflect all menus and quantities placed on any given pallet.

3. OCONUS Shipment Requirements

A. STATUS OF FORCES AGREEMENTS (SOFA)

Shipments to defense forces in foreign countries are governed by the applicable SOFA with that country. These SOFAs can have specific terms and conditions regarding issues such as items that can be imported, volume of import, mode of shipment, import restrictions, etc. Each SOFA with each country may require different terms and conditions.

In accordance with the SOFA, product delivered to the U. S. Armed Forces, and identified for "U.S. Armed Forces", is not subject to duties, inspections, custom charges and taxes. Therefore, all products meant for and delivered to U.S. activities under the contract must have been shipped from the U.S. in containers separate from any product shipped for the Contractor's commercial customers. The Contractor will be responsible for identifying all products shipped for "U.S. Armed Forces" and, further, be responsible for all necessary customs documentation.

Be advised that customs requirements for other countries may be required due to logistical routing of shipments overseas.

B. **DOCUMENTATION** - The Contractor is responsible for all export and import documentation required to ship products through ports to the country of destination, including, but not limited to the following:

CUSTOMS DOCUMENTS
 MANIFESTS
 INSPECTION CERTIFICATIONS
 TRANSPORTATION DOCUMENTS
 PHOTOSANITARY CERTIFICATES
 HEALTH CERTIFICATES
 WHOLESOMENESS CERTIFICATES

NOTE 1: Offerors are advised to acquire specific country requirements through the USDA Export website, <http://www.fsis.usda.gov/Regulations & Policies/Export Information/index.asp> . Contractors must ensure that suppliers of meat, poultry and egg products are included on the list of eligible U.S. Establishments for export and OCONUS Certification is obtained for each country that the UGR-A perishable containers will arrive at or travel through the shipping process. Contractors may access the list of Eligible U.S. Establishments at the website, <http://www.fsis.usda.gov/Regulations & Policies/International Affairs/index.asp> .

NOTE 2: It is the offeror's responsibility to contact the local USDA FSIS Area Office to arrange for and obtain proper certification signed by the responsible USDA FSIS Official.

NOTE 3: Offerors are advised that all certificates must be original certificates with original signatures.

A. Fresh/frozen meat, poultry, and uncooked egg items designated for export from the United States must be certified by the U. S. Department of Agriculture (USDA) in accordance with applicable USDA Food Safety Inspection Service Directives and Notices. Products delivered to Port of Embarkation without the required and properly executed certificate(s) will be rejected. Accordingly, the Contractor shall furnish the proper USDA certificates **including, but not limited to the following:**

FSIS Forms:

9060-5 - For All Shipments for Export
 9220-4 - For Shipments of Meat and Meat Products to Germany
 9220-1 - For Shipments of Poultry and Poultry Products to Germany
 9180-1 - For All Shipments of Meat and Meat Products to EEC (European Economic Community) Member Nations
 9180-2 - EEC Public Health Certificate
 PY200 - Egg Products Inspection and Grading Certificate

B. These certificates should bear a "Consigned to" address as follows:

U. S. MILITARY FORCES or U. S. ARMED FORCES

C. All costs associated with issuance of the required certificate(s) shall be borne by the Contractor.

D. The Contractor will distribute the required certificate(s) at Contractor's expense as follows:

(1) One (1) copy shall be placed inside the van together with other required documents, and attached conspicuously to one or more of the packages visible immediately upon opening the van.

(2) One (1) copy, along with other shipping documents shall be placed in a waterproof, plastic document packet, and sealed with moisture resistant tape. The packet shall be securely affixed to a protective area outside the van on the rod above the left door handle.

(3) One (1) copy, in an envelope conspicuously marked: "Contains Health Certificates", shall be mailed via Express Mail - International Service, at time of shipment to the Overseas Port of Debarkation (POD).

4. MSL Requirement for OCONUS Shipments

VIII. UNITIZATION

1. Packaging and Labeling

a. Semi-Perishable Components - Packaging of UGR components shall be in accordance with good commercial practice. Labeling of UGR components shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. The components required for menu assembly are specified in Table II. Any approved item revisions will be listed in subsequent contract(s) through modifications. Components for assembly into UGR shipping containers shall be packaged and sealed so as to withstand any positioning within the UGR shipping containers without leakage or loss of product at destination. **Tamper resistant seals shall be used to the maximum extent possible.**

b. Perishable Components

1) Commercial packaging will be used for all boxed frozen items.

2) To assure the receiving activity may properly handle and store items, standard commercial precautionary markings such as KEEP FROZEN, et al., shall be used on the shipping boxes when appropriate.

c. Labeling of UGR components shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

d. Labeling of repacked and repackaged items will be performed in accordance with Federal Food and Drug Cosmetic Act and all regulations promulgated thereunder.

2. Packing our UGR-A Assembled Modules

a. Packing of UGR-A Semi-Perishable modules:

Components shall be assembled into two shipping containers and packed in a manner which ensures product quality and integrity at destination. Shipping containers with the outside dimensions of 24X13.25X9.5, which provides a standard footprint of 12 semi-perishable modules per pallet, shall be utilized. Box number 1 of each menu shall contain the applicable Printed Menu Sheets (#1-21) on top as described in Item Description and Table I. Each shipping container shall be fabricated in accordance with style RSC, grade V3c of ASTM D 5118, Standard Practice for Fabrication of Fiberboard shipping containers. Each shipping container shall be fitted with two V3c partitions to ensure the integrity of the shipping case. The components shall snugly fit to avoid the use of dunnage and prevent product damage. Dunnage shall be used if necessary. Shipping containers may be assembled by either stitching, gluing

or taping. Shipping containers must be sealed and closed in such a manner which precludes damage, and which ensures product quality and integrity throughout the life cycle of the ration.

For **OCONUS** only, each shipping container (top and bottom) shall be sealed (H-taped) in accordance with methods B or C of ASTM D-1974.

b. Packing of Perishable Modules:

Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that unit or other units. The contractor shall pack perishable modules in a manner that ensures its integrity throughout the life cycle of the ration module. The contractor may over pack component(s) in a single shipping container or use the commercial package as follows:

1) Menus which do not require multiple perishable components may utilize the manufacturer's original box as the primary box supplied (i.e., they do not have to be over boxed). The box(s) must be able to withstand double unit load stacking, and be assembled, sealed, and closed to preclude damage throughout the life cycle of the ration module. The contents of the boxes shall meet all menu requirements (e.g., serving size, portions, grade, etc.). When a meal requires more than one box (i.e., two boxes of ground beef patties), boxes may be joined together by tape or other suitable means to make one unit, as long as such unit can be unit loaded and each unit load double stacked.

2) For menus which require multiple perishable components, all components shall be assembled into a single shipping container and packed in a manner which ensures product quality and integrity at destination and throughout the lifecycle of the ration. The components shall snugly fit to avoid the use of dunnage and prevent product damage. Each shipping container shall be grade V3c or 275# (69-33-69) wax impregnated medium. Shipping containers are to be assembled, sealed and closed to preclude damage throughout the life cycle of the ration module.

3. International Palletization/Dunnage Requirements

In accordance with the requirements of ISPM 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for **all** Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board (OSB). All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) lumber and certified by an accredited agency recognized by the American Lumber Standard Committee, Inc. (ALSC) in accordance with Wood Packaging Material Policy and Wood Packing Material Enforcement Regulations, see URL: <http://www.alsc.org>. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All wood containers shall be marked on a side other than top and bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

IX. INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

1. For CONUS deliveries: Government Inspection and Acceptance will be performed at destination by authorized Government personnel.

2. For OCONUS shipments: Government Inspection and Acceptance will be performed by authorized Government personnel at origin. Contractor delivery may be F.O.B. Origin or F.O.B. Destination to point of embarkation, as unilaterally determined by the Government. It is the contractor's responsibility to obtain USDA Export Certification for any and all items/conditions as deemed necessary by the USDA and destination "host" nation. Any required documentation, certification/certificates must be provided in a timely manner as to avoid delays in shipment. Re-inspection will occur at OCONUS Prime Vendor site or direct to customer site.

3. Contract Inspection Requirements

The contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that all supplies and/or services furnished under this contract conform to any and all requirements, unless exempted by the Government.

a. Entry into Plant--The Contracting Officer or any Government personnel designated by him shall be permitted entry into the Contractor's and Subcontractor's plants at anytime during the effective period of the contract. Except for inspection services, the Contracting Officer shall give prior notice of the purpose of the meeting and shall furnish dates of the visit.

b. Unsatisfactory Reports--Complaints regarding product or service acceptability received during this procurement may be used as a factor for the Contracting Officer to discontinue orders under the contract and in determining the acceptability of the contractor as a supplier on future procurements.

c. Contractor's Quality Plan--The contractor shall be responsible for maintaining and complying with its documented Quality Plan (QP) submitted in accordance with clause 52.212-1, Instructions to Offerors, of this solicitation, which is incorporated into this contract.

d. Delivery, Shipping, and Storage Requirements--The contractor is responsible for proper product storage, assembly and delivery of product in excellent condition. The following will apply:

1) (i) CONUS DVD Deliveries: UGR-A frozen component shall show no evidence of thawing, refreezing or any other off-condition. They shall be delivered having an average internal temperature of not more than 10 degrees Fahrenheit. No individual component temperature shall exceed 14 degrees Fahrenheit.

(ii) OCONUS prior to shipment (in-plant) inspection: UGR-A frozen component shall show no evidence of thawing, refreezing or any other off-condition. They shall be delivered having an average internal temperature of not more than 10 degrees Fahrenheit. No individual component temperature shall exceed 14 degrees Fahrenheit. All frozen components shall be loaded onto a conveyance with an ambient temperature at or below 0 degrees Fahrenheit. The conveyance shall be pre-cooled (prior to loading) to 0 degrees Fahrenheit.

(iii) OCONUS Receipt Inspections: UGR-A frozen components will show no evidence of thawing, refreezing or any other off-condition. They shall be delivered having an average internal temperature of not more than 10 degrees Fahrenheit. No individual component temperature shall exceed 14 degrees Fahrenheit.

- 2) Containers and wrapping must be intact and not damaged. Packages will be free of dripping and show no evidence indicating that the contents have thawed, been refrozen, freezer burned, etc. and must show no evidence of dehydration.
- 3) Components shall show no evidence of damage or leakage.
- 4) There shall be no evidence of rodent or insect infestation at time of delivery.
- 5) All UGR-A ration modules must be securely closed and marked as specified.
- 6) The contractor is responsible for ensuring that any and all conveyances used to transport supplies are clean, sanitary and structurally sound before loading supplies. Conveyances must be free of dirt, debris, residual spills, odors and any evidence of insect or rodent infestation or contamination.

4. Government Verification Inspection

a. Introduction:

The Government reserves the right to verify contractor compliance with its Quality Plan (QP) and with the contract requirements at origin, by inspection and/or a system audit approach, using authorized Government inspection personnel. For the period of Tier One, and subsequent to the Contracting Officer exercise of the Tier Two and Tier Three periods, the areas of the QP, including but not limited to the below, may be verified, audited, and/or inspected. Government inspectors will report specific areas as conforming or nonconforming.

b. Areas of Concentration for Audit, Inspection or Verification:

- 1) Plant Sanitation: verified in accordance with contractor's documented sanitation program.
- 2) Sanitarily Approved Sources: verified for all food items.
- 3) Integrated Pest Management (IPM) Program: verified in accordance with contractor's documented IPM program.
- 4) Traceability: verify that traceability databases contain accurate item lot numbers, contractor/manufacturer information, date of pack, and serial case numbers where new product lots were introduced to ensure that UGR-A assemblers can trace to origin all food products packed in the UGR-A modules. Verify that all traceability data is made available to Army Veterinary Inspector personnel within 24 hours of production. DLA Troop Support personnel shall be provided records within 24 hours of request.
- 5) End Item: end item verification may be performed prior to case closure or at anytime, for all terms of the contract, and may include but is not limited to: missing components, general condition, and component shelf-life remaining.
- 6) Handling and Storage: verification will be performed to ensure the handling, storage and temperature control of products are consistent with current good manufacturing practices and all terms of the contract.
- 7) Shipping and Unitization: verification will be performed for all terms of the contract.
- 8) In the event destructive sampling is required to perform the above verification, the contractor shall bear the full cost of such samples.

5. Requirements for Army Veterinary Inspector OCONUS Inspections at Contractor's Facilities: The contractor shall assure that the following procedures and facilities are provided exclusively to/for the use of the Army Vet inspectors for the duration of their origin inspection, for OCONUS delivery orders:

- a. 72 hours notification prior to OCONUS UGR-A production.
 - b. Private Office space and sufficient office furniture (desk, chairs, etc.)
 - c. Internet connectivity and private telephone line
6. Higher Level Quality Requirements – Documented Quality Systems Plan (QSP)

The contractor shall model the documented QSP after ISO/ANSI/ASQC Q9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQC Q9001. 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, third party certification by any third parties, 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**
(In accordance with ANSI/NCSL Z540-1 or ISO 10012-1)
- 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 Product
- VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER-SUPPLIED PRODUCT (Government-furnished material)**
- VII. RECEIPT INSPECTION AND TESTING**
- VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:**
 1. Manufacturing Process Controls Techniques (DLAR MPC Clause)
 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 (In accordance with product/material specifications/documents and ANSI/ASQC Z1.4)**

- XI. INTERNAL AUDITS**
- XII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM**
- XIII. IMPROVEMENT**

PRODUCT PROTECTION/SECURITY/FORCE PROTECTION PLAN (FDP) (Operational Rations, Prime vendor, and others). Currently, all DLA Troop Support Subsistence contracts have a requirement for the submission and implementation of some type of Product Protection at each contractor facility. Areas of concern listed in this checklist must be addressed in the plan. As a result of increased risk for the potential of intentional food tampering the plan shall describe (in general terms) the type of preventive measures that are taken or will be taken to reduce Product Protection vulnerabilities and to protect the food intended for DLA Troop Support's customers at CONUS and OCONUS locations. The plan must include preventive steps taken to safeguard product from intentional tampering / contamination during all stages of receipt, production, storage, assembly, delivery, and shipment. The following information may be covered in the Product Protection Plan or under other pertinent areas of the QSP, if a QSP is required for the facility. If some of the Product Protection information is covered in the QSP (e.g., receipt inspection, storage, warehousing, training, traceability, mock recalls, etc.) cross-reference the applicable Section/Area of the QSP. If the plan is submitted with the QSP, a rating (separate from the QSP) of acceptable, marginally acceptable, or unacceptable will be assigned to the Product Protection/Security/Force Protection Plan. Note: Points will be deducted for not responding to a question with a YES, No, N/A or for not providing the information requested (e.g., establishment registration information). To download a copy of the DLA Troop Support Product Protection Checklist go to <http://www.troopsupport.dla.mil/subs/support/quality/index.asp> or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Product Protection Branch (DLA Troop Support-FTSB). Integrated Pest Management Plan: The IPM Plan is not required to be submitted but the questions concerning the facility's IPM in Section IX Regulatory Controls, Area 2, of the QSP must be addressed.

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 QSPs. Workbook I was developed to standardize the evaluations of documented QSPs (developed using ISO/ANSI/ASQC Q9001, 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.

Although Government inspection personnel (USDA-AMS) 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 <http://www.troopsupport.dla.mil/subs/support/quality/QSP.pdf>. 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, 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 Assurance Provision (SPC QAP) and/or the DLAR (Manufacturing Process Controls) MPC Clause 52.246-9001 Manufacturing Process Controls and In-Process Inspection 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 Clause or the SPC QAP) need only be addressed once in the QSP. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1 or ISO 10012-1. The Higher Level Contract Quality Requirements, Manufacturing Process Controls (MPC) Clause 52.246-9001, and Statistical Process Controls Quality Assurance Provision (SPC QAP) apply to all Polymeric Tray items.

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.

WITHIN 30 DAYS OF CONTRACT AWARD ONE COPY OF THE QSP 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. **HEAD, DEFENSE CONTRACT INSPECTION SECTION**

USDA, AMS, FFV ,PPB (202)720-5021
ATTN: Richard Boyd
1400 INDEPENDENCE AVE. SW
STOP 0247, ROOM 0726, SOUTH BLDG.
WASHINGTON, DC 20250-0247

b. **USDA-AMS INSPECTION AREA OFFICE:** The contractor/subcontractor shall contact USDA-DCIS for the applicable area office address (Weslaco, TX, East Point, GA, North Brunswick, NJ, South Bend, IN, Richmond, VA, 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.**

Aforementioned Government inspection personnel and In-Plant Government QARs shall fax, e-mail, or mail (via priority mail) their evaluations and comments to 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 noncompliances **within one working day** using the Corrective Action Request (CAR) Form. QSP evaluations and CARs shall be faxed to the DLA Troop Support-FTSB Operational Rations Quality Systems Audit Team at fax number (215) 737-0379, the current DLA Troop Support-FTSB's personnel E-mail addresses or mailed to the following address (**the preferred and most expeditious method is via E-mail or fax**):

DLA TROOP SUPPORT
ATTN: DLA TROOP SUPPORT-FTSB (Quality Systems Audit Team)
700 ROBBINS AVENUE, Bldg. 6
SUBSISTENCE DIRECTORATE
PHILADELPHIA, PA 19111-5092

During the Acquisition Phase: During the acquisition phase (prior to contract award), the documented QSP will only be considered either sufficient or insufficient for production (no unacceptable/acceptable rating will be assigned). If a plan as presented is determined to be insufficient for production (which would occur if it does not address the aforementioned minimum elements and include documents/procedures indicated in Workbook I as applicable, or if it is determine that the plan as presented will result in an increase in the consumer's risk, production of nonconforming products or does not meet specification requirements/acquisition needs), the Contracting Officer, at his/her discretion, may provide the contractor with DLA Troop Support-FTSB's QSP evaluation comments as to cause(s) of why the plan was considered insufficient for production and with the opportunity to resubmit a revised QSP. **If a contractor has previously submitted a QSP and the rating was, at a minimum, marginally acceptable, the contractor may reference this QSP by date and only changes (if deemed necessary) need to be submitted at time of bid submittal for this or for future contracts. NOTE: If a contractor/subcontractor is producing under a current contract requiring a QSP and the QSP is still rated UNACCEPTABLE (after the 90-day time requirement of the current contract), the Contracting Officer reserves the right not to consider the prospective contractor/subcontractor for award of an item that requires a QSP.**

After the Acquisition Phase: After the Acquisition Phase (after contract award), if the contractor submitted a new QSP, DLA Troop Support-FTSB will assign a rating of acceptable, marginally acceptable or unacceptable (to a QSP rated sufficient for production during the acquisition phase) within 60 days of contract award. **A contractor's QSP must be rated acceptable before contract award.**

DLA Troop Support-FTSB Quality Systems Auditors evaluate, assign QSP ratings, and approve or disapprove changes to the QSP. **QSP procedures or changes to a QSP that may involve a change to a specific contractual requirement (cited in the contract TDP/ items specification/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 faxed, E-mailed, or mailed to DLA Troop Support-FTSB and each applicable office for their review. The GQAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DLA Troop Support-FTSB after the contractor submits the

change to DLA Troop Support. The contractor's documented QSP is considered a living document and continuous improvements are highly encouraged.

Implementation, compliance, effectiveness, and continuous improvement of the QSP and the implemented quality system and the Product Protection 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.

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/records required by the documented QSP for Government review at any time throughout the life of the contract and for three years after final delivery on the contract (to include any documents/records maintained by any subcontractor used by the prime contractor to fulfill a Government contract).

The procedures of how a contractor intends to comply with the requirements of the MPC Clause or the Statistical Process Control Quality Assurance Provision (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, the contractor's should cross-reference each applicable section of their QSP.

The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract: QUALITY ASSURANCE PROVISIONS Statistical Process Controls DLA Troop Support-H-94-001

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 Clause 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 Control (ASQC) 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.

E. Exclusion of documented QSP submission: If a contractor has previously submitted a QSP and the rating was, at a minimum, marginally acceptable, the contractor may reference their QSP by date and only changes (if deemed necessary) need to be submitted at time of bid submittal for this or for future contracts.

1. Offeror's who consider themselves eligible for exclusion of the documented QSP at bid submittal, based on satisfactory utilization of a previously approved QSP for identical or similar supplies, are to submit a written Request For Exclusion (RFE) to the Procuring Contracting Officer (PCO) along with their proposal.

The offeror shall identify in the RFE the contract number(s) under which the supplies were previously furnished by them and accepted by the Government; and the applicable item nomenclature and National Stock Number(s); and the date of the documented QSP. QSP changes/revisions/updates, if applicable, need to be submitted along with the RFE at time of proposal. NOTE: Changes/revisions/updates must be well identified, dated and organized to facilitate posting to the QSP.

2. If techniques selected (MPC, SPC, or combination of both) were determined to be adequate (in a QSP previously submitted and approved by DLA Troop Support-FTSB), the offeror shall certify that these techniques are still adequate to effectively control the processes and that the system implemented is still capable of consistently producing conforming product.

X. SOURCE SELECTION CRITERIA FOR UGR-A OCONUS DELIVERY ORDERS

Orders for OCONUS UGR-A's will be competed among all successful awardees using the following factors: (1) Pricing offered at time of evaluation and (2) Contractors transition to updated menus. Menu transition under the awarded CONUS Contract will be more important than Price.

In evaluating prices, contractors will have the opportunity to offer FOB Origin prices for the OCONUS request. The offered price will be used and the cost(s) to transport the container(s) from the contractor's facility to the required OCONUS customer destination will be added, to result in total evaluated price. Prices will be evaluated based on entire order quantity and by ration menu.

In evaluating menu transition, contractors are notified of new menu changes that become effective at the beginning of the Fiscal Year (October 1). Contractors who have begun the menu transition after the effective date will be given preference over those who have not begun menu transitions.

The Government may place multiple delivery orders to satisfy a customer requirement, based on the above evaluations. However, ration modules (e.g. Brk 1 semi and Brk 1 perishable) will not be split, and the Government reserves the right to place only one delivery order, or limit the quantities under a delivery order, in order to assure full container loads are shipped and/or to optimize supply chain.

Solicitation Provisions

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

Addendum to 52.212-1:

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

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

- a. See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, hand carried, or faxed (when authorized).
- b. Faxed offers are **NOT** authorized for this solicitation.
- c. NOTE: Pricing is required to be submitted on a CD, using the excel spreadsheets. Offerors can contact Noreen Killian for the spreadsheet at (215)737-7718 or Noreen.Killian@dla.mil.
- d. SUBMISSION REQUIREMENTS: Offerors are required to submit the completed solicitation, the pricing proposal, the Surge Plan, Subcontracting Plan, Quality System Plan (QSP) and the completed Product Protection Checklist. The Surge Plan, Subcontracting Plan, QSP and Product Protection Checklist must be four separate documents from the completed solicitation and pricing proposal. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the solicitation SPM3S1-12-R-0002 to the Government.

The information in the technical/business management proposal will be used for evaluation purposes only. However, the Government reserves the right to make any part of the proposal a contractual requirement at time of award.

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

Period of acceptance is 240 days.

3. Paragraph (d), *Product Samples.*

Product Samples shall not be required with offers. The Government reserves the right to require the submission of Product Samples of component items after offers are received. These samples shall be submitted at no expense to the Government, and will not be returned to the sender.

4. Paragraph (e), *Multiple Offers.*

- Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

NOTE: A. Offeror shall submit their price proposals by completing the UGR-A-12 Pricing Spreadsheets, which will be mailed to the offeror upon its request to the Contracting Officer. The completed spreadsheets shall be renamed by the offeror, by prefixing the Spreadsheet name with the name of the offeror, e.g. "AcmeCo.UGR-A-12 Pricing.xls", the data downloaded to a CD, and the CD submitted with the written proposal.

B. The Offeror shall complete and submit the following information on the UGR-A-012 Pricing Spreadsheets :

1. For each menu sheet on Table I Spreadsheet for each component item, the following: Brand/label being offered; warrantied shelf life; issue per 50 individuals (i.e. the number of packages or

containers that will be assembled in order to meet the required number and size of servings); the container or package size; and the delivered unit price for the individual container price (price to procure serving sizes listed in Table I). Table I Spreadsheet will be included on Pricing Spreadsheet CD.

2. For each installation/destination offered on, a single Distribution Price for delivery of a Breakfast Perishable module (for the 7 NSN's), a single Distribution Price for delivery of a Dinner Perishable module (for the 14 NSN's), and a single Distribution Price for delivery of the Semi-Perishable module (i.e. the 2 boxes that make up the semi-perishable module, for the 21 NSN's), for the contract Tier One Period, Tier Two Period, and Tier Three Period.

C. The UGR-A-12 Pricing Spreadsheet will use the above information to calculate Total Module Price for the 42 NSN's (7 Brk semi-perishables and 7 Brk perishables, and 14 Din semi-perishables and 14 Din perishables), the Total Breakfast and Dinner Ration Prices for all contract periods.

D. In calculating Total Prices, each breakfast menu will be calculated as $1/7^{\text{th}}$ of the total breakfast estimate and each dinner menu will be calculated as $1/14^{\text{th}}$ of the total dinner estimate, for each installation.

E. Unit prices shall be limited to two decimal places. For evaluation and award purposes, offers containing a unit price of more than two decimal places shall be rounded off to two decimal places.

F. The government expects an aggressive rebate/discount program be utilized to the maximum extent possible, thus reducing ration module unit prices.

G. Tier Two and Tier Three Pricing

1. Offeror shall submit a distribution price for each ration module category, for each tier period, as well as the Tier One period, as described above. The distribution price shall remain constant for each of the tier periods. If only one distribution price is offered, the proposal will be evaluated as having the same distribution price for all tier periods.

NOTE: Alternate offers/pricing will NOT be accepted. One offer per contractor is permitted.

52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999) – FAR

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and meeting the minimum requirements of the solicitation considered. The following shall be used to evaluate offers:

DLA Troop Support will use **Low Price Technically Acceptable** procedures to evaluate all offers. A proposal will be determined Technically Acceptable if it meets all terms and conditions of the solicitation, with the following exceptions: the Surge Plan, the Quality System Plan (QSP) and the Product Protection Plan. It is a requirement that the Surge Plan, the Quality System Plan and Product Protection Plan are submitted as part of the proposal; the Surge Plan, Quality System plan and Product Protection plan are required to be acceptable prior to award in order for a proposal to be found Technically Acceptable. All plans must be determined acceptable in order to commence production. All required submissions must be received from offerors before the time set for closing. Failure to furnish this information by the time specified may be cause for rejection if not otherwise acceptable under FAR provisions for considering late offers.

Price:

The Government will evaluate each offeror's Total Module Prices. Pricing will be evaluated for the estimated quantity and award will be made to the lowest priced offer per customer location. The estimated quantities for this acquisition will be multiplied by the offered Total Module Price to estimate the lowest price to the Government per customer location.

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2012) ALTERNATE I (MAR 2012) – FAR

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

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

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the

Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

Sensitive technology—

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

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

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

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

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

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

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

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

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(i) *General.* The offeror represents that either—

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

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

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

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

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

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

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

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

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

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

(2) *Affirmative Action Compliance.* The offeror represents that --

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

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

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

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,”

“component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and ‘United States’ are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph(g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

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

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

Alternate I (Apr 2011). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUNE 2005) – DFARS

(a) Definitions.

As used in this clause –

- (1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States" means the 50 states, the District of Columbia, outlying areas, and the Continental Shelf as defined in 43 U.S.C. 1331.
- (3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

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

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

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

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation. The Offeror represents that it –
 - ___ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.
 - ___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

52.214-9008 ALTERNATE I ROUNDING OFF OF OFFER AND AWARD PRICES (AUG 2008) – DLAD

In lieu of five decimal places, unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offerors containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

\$0.01 to \$0.104 = \$0.10

\$0.105 to \$0.109 = \$0.11

\$0.111 to \$0.114 = \$0.11

\$0.115 to \$0.119 = \$0.12, etc

(End of Clause)

52.215-6 PLACE OF PERFORMANCE (OCT 1997) – FAR

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

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

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____
_____	_____

52.215-9023 REVERSE AUCTION (NOV 2011) – DLAD

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

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each offeror. These prices will be used in conjunction with the

evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

(c) Prior to or simultaneously with conducting the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) The lowest offeror's price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror's identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror's proposed pricing, such as "Offeror A" or "lowest-priced offeror"). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(e) An offeror's final auction price at the close of the reverse auction will be considered its final proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307.

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

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

(2) In order for an Offeror to participate in the reverse auction, such offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is available at [<https://govauctions.sourcing.procuri.com>].

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

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

(5) The reverse auction will be conducted using the commercial reverse auction service provider's website: [<https://govauctions.sourcing.procuri.com>]. Offerors shall be responsible for providing their own computer and Internet connection.

(6) Training:

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

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

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984) – FAR

The Government contemplates award of a Firm Fixed Price/ Fixed Price with EPA/Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

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

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

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

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

[] Alternate wording may be negotiated with the contracting officer.

(End of provision)

52.247-9050 EVALUATION: PALLETIZED SHIPMENTS (DEC 2011) - DLAD

Contracts under this solicitation will require that each shipment be palletized. Railroad cars and trucks cannot be fully loaded with pallets as with unpalletized cases. Free on Board (f.o.b.) destination offerors should consider this in determining the transportation cost to be included in their price. The Government will also consider this in determining the transportation costs to be used in evaluation of F.O.B. origin offers. For this purpose, each item will be divided into individual shipment quantities which probably offer the most advantageous overall transportation pattern for the Government considering weight, anticipated rates and rail car capacities. All offers will be evaluated to achieve the lowest possible overall cost to the Government. It is possible because of palletizing that a portion of some otherwise low offer will not be accepted because the quantity will not be sufficient to be shipped advantageously.

(End of Provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012) – DFARS

(a) In accordance with sections 8124 and 8125 of Deivision A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

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

<http://farsite.hill.af.mil/>

The following additional provisions are incorporated by REFERENCE:

Provision Number	Title	Date
FAR 52.209-7	Information Regarding Responsibility Matters	FEB 2012
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
DLAD 52.233-9000	Agency Protests	NOV 2011
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009