

TABLE OF CONTENTS FOR SOLICITATION NO: SPE3S1-17-R-0005

Continuation of Blocks from the Standard Form 1449

- Block 8, Offer Due Date/Local Time
- Block 9, Issued By
- Block 15, Delivery Address
- Block 17a, Contractor/Offeror
- Block 17b, Remittance Address
- Block 19-24, Item No., Schedule of Supplies/Services, Quantity, Unit

Caution Notice

Contract Clauses

- 52.212-4, Contract Terms and Conditions—Commercial Items (by reference)
- Addendum to 52.212-4
- 52.212-5, Contract terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items
- 52.208-9, Contractor Use of Mandatory Sources of Supply or Services
- 52.212-9000, Changes—Military Readiness
- 252.216-7006, Ordering
- 52.216-19, Order Limitations
- 52.216-22, Indefinite Quantity
- 52.216-9007, Contract and Delivery Order Limitations
- 52.216-9012, Economic Price Adjustment (EPA) for UGR-A
Components-Actual Material Costs
- 252.217-7001, Surge Option
- 52.217-9007, Surge and Sustainment (S&S) Instructions to Offerors—Alternate I
- 52.217-9008, Surge and Sustainment (S&S) Evaluation
- 52.246-15, Certificate of Conformance
- 52.246-9004, Product Verification Testing
- 52.211-16, Variation in Quantity
- 252.209-7004, Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
- 252.225-7012, Preference for Certain Domestic Commodities

- 52.252-2, Clauses Incorporated by Reference

Statement of Work and Technical/Quality Data

Solicitation Provisions

- 52.212-1, Instructions to Offerors—Commercial Items, (by reference)
- Addendum to 52.212-1
- 52.212-2, Evaluation—Commercial Items
- 52.212-3, Offeror Representations and Certifications—Commercial Items
- 52.215-6, Place of Performance
- 52.216-1, Type of Contract
- 52.233-9001, Disputes
- 252.209-7999, Representation by Corporation Regarding an Unpaid
Delinquent Tax Liability or a Felony Conviction under any
Federal Law
- 52.252-1, Solicitation Provisions Incorporated by Reference
- 252.204-7008, Compliance with Safeguarding Covered Defense Information
Controls
- 252.204-7012, Safeguarding Covered Defense Information and Cyber
Incident Reporting

Page 4 of 141
Solicitation SPE3S1-17-R-0005
Unitized Group Ration A

SF 1449 - CONTINUATION SHEET

ADMIN DATA/DELIVERY SCHEDULE
CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME:
WEDNESDAY, JULY 12th 2017, 3:00 PM PHILADELPHIA 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.

Send MAILED OFFER to:

DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

Deliver **HANDCARRIED OFFER**, including delivery by commercial carrier, to:

DLA TROOP SUPPORT
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

NOTES:

- (1) All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “hand carries” the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.
- (2) Examples of “hand carried” offers include: In-person delivery by Contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail and USPS Certified Mail.

ADDITIONAL NOTE: Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secured military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee of the Bid Room. The following are telephone numbers for the Bid Room: (215) 737-8511, (215) 737-9044, (215) 737-7354, (215) 737-0317, or (215) 737-8566. It is the offeror’s

responsibility to ensure that the 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 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.

NOTE: Facsimile and e-mail offers are NOT acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s).

OFFERORS SHOULD RETURN ALL PAGES OF THE SOLICITATION WITH THEIR OFFER ALONG WITH 2 COMPLETE COPIES.

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

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 14 calendar days delivery leadtime. Exceptions to this are Ft. Richardson, AK; Ft. Wainwright, AK; and Schofield, HI—these locations require a minimum leadtime of 21 calendar days.
2. For CONUS deliveries: Government Inspection and Acceptance will be performed at destination by authorized Government personnel.
3. All OCONUS delivery leadtimes are 85 calendar days. Upon receipt, OCONUS order requests 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.

Page 6 of 141
Solicitation SPE3S1-17-R-0005
Unitized Group Ration A

5. Changes and/or cancellations to delivery order(s) may be made up to 48 hours after order has been placed. Cancellations and/or must be conveyed via email to DLA Troop Support. Contractor will be notified of all cancellations and/or changes via DLA Troop Support.

6. **Attachment 1** (UGR-A Customer Information) includes the complete delivery addresses, delivery hours and POCs for all locations.

BLOCK 17A. (Continued):

Offeror's assigned Data Universal Numbering System (DUNS) Number:

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

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

PRIMARY COMPANY POC/NEGOTIATOR:

PHONE #:

E-MAIL ADDRESS:

FAX NUMBER:

BLOCK 17B. (Continued)

Remittance Address:

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

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, e-mail addresses, and telephone numbers for each authorized negotiator.

Blocks 19-24 (continued):

NOTE: Offeror shall submit their price proposal by completing the attached UGR-A Pricing Table (Attachment 1). Unit prices shall be limited to a maximum of two decimal places. Offering on all three tiers is mandatory. Failure to offer on all three tiers may be deemed as non-acceptance of the tiers and could result in rejection of the offerors' entire proposal. Tier 2 will follow Tier 1 upon expiration of that period, Tier 3 will follow Tier 2 upon expiration of that period. Deliveries may fall outside of tier effective periods. However, prices will be based on the time an order is placed, not when an order is delivered. For example, if an order is placed during tier 2, but delivery is made during tier 3, then the prices in effect for that order will be the tier 2 prices.

***ALTERNATE OFFERS/PRICING WILL NOT BE ACCEPTED. ONLY ONE PRICE PER LINE ITEM PER TIER WILL BE ACCEPTED.**

Item Description:

The following are the NSN and item descriptions for all 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

Page 8 of 141
Solicitation SPE3S1-17-R-0005
Unitized Group Ration A

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

Page 9 of 141
Solicitation SPE3S1-17-R-0005
Unitized Group Ration A

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.

Page 10 of 141
Solicitation SPE3S1-17-R-0005
Unitized Group Ration A

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
8970-01-586-3288	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 1, perishable component (1 or 2 boxes), requires 8970-01-586-3289 Short Order dinner menu 1, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

Page 11 of 141
Solicitation SPE3S1-17-R-0005
Unitized Group Ration A

8970-01-586-3290	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 2, perishable component (1 or 2 boxes), requires 8970-01-586-3291 Short Order dinner menu 2, semi-perishable component(2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate.
8970-01-586-3292	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 3, perishable component (1 or 2 boxes), requires 8970-01-586-3299 Short Order dinner menu 3, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-586-3300	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 4, perishable component (1 or 2 boxes), requires 8970-01-586-3302 Short Order dinner menu 4, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-586-3303	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 5, perishable component (1 or 2 boxes), requires 8970-01-586-3306 Short Order dinner menu 5, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-604-1372	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 6, perishable component (1 or 2 boxes), requires 8970-01-604-1341Short Order dinner menu 6, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-604-1347	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 7, perishable component (1 or 2 boxes), requires 8970-01-604-1353 Short Order dinner menu 7, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-586-3289	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 1, semi-perishable component (2 boxes), requires 8970-01-586-3288 Short Order dinner menu 1, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-586-3291	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 2, semi-perishable component (2 boxes), requires 8970-01-586-3290 Short Order dinner menu 2, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-586-3299	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 3, semi-perishable component (2 boxes), requires 8970-01-586-3292 Short Order dinner menu 3, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-586-3302	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 4, semi-perishable component (2 boxes), requires 8970-01-586-3300 Short Order dinner menu 4, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-586-3306	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 5, semi-perishable component (2 boxes), requires 8970-01-586-3303 Short Order dinner menu 5, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-604-1341	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 6, semi-perishable component (2 boxes), requires 8970-01-604-1372 Short Order dinner menu 6, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
8970-01-604-1353	UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, Short Order dinner menu 7, semi-perishable component (2 boxes), requires 8970-01-604-1347 Short Order dinner menu 7, perishable component (1 or 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 (Total of all locations) 646,460 / 3,232,300 / 6,356,080 Modules

total (Tier 1, 2, and 3) of the estimated quantity for that location. Customer estimates can be found on each tab of Attachment 3 Pricing Spreadsheet.

CAUTION NOTICE

**THE CONTENT AND STRUCTURE OF SOLICITATION SPE3S1-17-R-0005 IS NEW.
PLEASE READ CAREFULLY BEFORE SUBMITTING YOUR OFFER.**

**UNDER LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA) PROCESS, AWARD
WILL BE MADE ON THE BASIS OF THE LOWEST EVALUATED PRICE OF
PROPOSALS MEETING OR EXCEEDING THE ACCEPTABILITY STANDARDS FOR
ALL NON-PRICE FACTORS.**

This procurement is being solicited under the Federal Acquisition Regulations (FAR) part 12 as unrestricted with HUBZone price evaluation preference. Solicitation SPE3S1-17-R-0005 is for seven breakfast and twentyone lunch/dinner menus to be used in the Unitized Group Rations A (UGR-A) Program.

The resultant contract will be effective from:

Tier 1: October 1, 2017 through September 30, 2018

Tier 2: October 1, 2018 through September 30, 2020

Tier 3: October 1, 2020 through September 30, 2022

There will be one award per CONUS customer location.

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

Note: Contract deliveries may fall outside of the tier effective periods. However, prices will be based on the time an order is placed, not when an order is delivered. For example, if an order is placed during tier 2, but delivery is made during tier 3, then the prices in effect for that order will be the tier 2 prices.

Offerors are cautioned to include a completed copy of the provision FAR 52.212-3 Offeror Representations and Certifications-Commercial Items, with their offer. The Offeror shall complete only paragraph(b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the

annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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.

LOW PRICE TECHNICALLY ACCEPTABLE (LPTA) PROCEDURES, AWARD WILL BE MADE TO THE RESPONSIBLE OFFEROR(S), WHOSE OFFER MEETING THE ACCEPTABILITY STANDARDS FOR ALL NON-PRICE FACTORS, OFFERS THE LOWEST AWARDBLE TOTAL PRICE PER CUSTOMER LOCATION AND MEETS ALL OF THE TERMS AND CONDITIONS OF THE SOLICITATION.

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.

OFFEROR IS REQUIRED TO SUBMIT ONE ORIGINAL PROPOSAL PLUS TWO (2) COMPLETE COPIES.

RapidGate

Many bases currently require enrollment in RapidGate and will not allow entry without RapidGate clearance. During the contract implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the implementation period, the contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the contractor will be able

to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at www.rapidgate.com.

Please note that RapidGate is currently a requirement for access to some military bases; however, these and other locations may require enrollment in other security programs at some time in the future. In this event, the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

iRAPT FORMERLY WIDE AREA WORKFLOW

ALL SUPPLIERS ARE REQUIRED TO PROCESS INVOICES ELECTRONICALLY THROUGH THE DLA INVOICING, RECEIPT, ACCEPTANCE, AND PROPERTY TRANSFER (iRAPT) SYSTEM formerly known as WIDE AREA WORKFLOW (WAWF). iRAPT is a secure web based system for electronic invoicing, receipt, acceptance, and property transfer. iRAPT 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. iRapT is in accordance with the 2001 National Defense Authorization Act (DFARS 252.232-7003/252.232.7003 Electronic Submission of Payment Requests and Receiving Reports) 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 iRAPT formerly Wide Area Workflow as the only acceptable electronic system for submitting requests for payment (invoices and receiving reports) under DOD contracts. For access to the iRAPT formerly WAWF system, please go to the following website: <https://wawf.eb.mil/>.

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

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

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

copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

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

FAR 52.212-3 OFFEROR REPRESENTATIONS
AND CERTIFICATIONS—COMMERCIAL ITEMS

FAR 52.215-6 PLACE OF PERFORMANCE

DFARS 212-7000 OFFEROR REPRESENTATIONS
AND CERTIFICATIONS—COMMERCIAL ITEMS

PLACE OF PERFORMANCE

Please submit the following identification numbers:

CAGE CODE: _____

DUNS#: _____

**SYSTEM FOR AWARD MANAGEMENT (FORMERLY CENTRAL CONTRACTOR
REGISTRATION)**

The System for Award Management (SAM) is a Federal Government owned and operated free web site that consolidates the capabilities in SAM/FedReg, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes. **ALL VENDORS MUST REGISTER OR UPDATE THEIR PROFILE IN THE "SYSTEM FOR AWARD MANAGEMENT" (SAM) DATABASE TO BE ELIGIBLE FOR AWARD (SEE FAR CLAUSE 52.212-4(t)).** Your CAGE code must be active and there must be at least one individual listed as the Electronic Business Point of Contact (EB POC) in SAM. To register or update profile please go to the SAM website at: <http://www.sam.gov>.

CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions—Commercial Items (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(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 it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to

whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

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.

Inspection at Contractor's Plant, and Acceptance at Destination.

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

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

Plant: _____
Street: _____
City/State/Zip: _____

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.

(7) DFAS Columbus Center is the payment office for this acquisition.

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.

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) – DLAD

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

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

“Supplies” means the end items furnished by the Contractor and related services required under 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

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor’s liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor’s plant, and return.

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

(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 7 days.

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

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

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

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

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

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

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

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

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

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

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

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

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

6. Paragraph (r), Compliance with laws unique to Government contracts, is revised to include the following:

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

7. Paragraph (t), System for Award Management.

Add the following paragraph:

(a) Definitions.

“System for Award Management (SAM) 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—

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

(2) 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 SAM 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 System for Award Management database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS—COMMERIAL ITEMS (JAN 2017) – 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (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 (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

X (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (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).

___ (15) (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 (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Nov 2016) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

___ (37) (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.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

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

___ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

X (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 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).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (62) (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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-- Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (11) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (12) 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the

subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from

October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 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)

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) - FAR

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by

the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under [41 U.S.C. 8504](#). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500; and

(2) SourceAmerica
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660.

(End of clause)

52.212-9000 CHANGES – MILITARY READINESS (NOV 2011)

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, 2017 through September 30, 2022.

(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 20 Modules, 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 calendar days from the date of order. Changes or cancellations to delivery orders may be made by giving the contractor notice no less than twelve 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 6,935,006 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.

129,292 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
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

[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>Various</u>	<u>10 Ration Modules</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 52.216-9007

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, packing costs, 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, 12:00 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:

	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)

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 200% of the Estimated Quantity and/or Dollar Value; 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.

NOTE:

Capability Assessment Plan (CAP) – The offeror must submit a CAP indicating how surge will be supported. The vendor must address the amount of increased demands that can be handled for surge and identify the length of time the contractor would require to ramp up. The vendor must indicate the length of time this increased pace can be sustained. The CAP should describe and/or include all aspects of their supply chain management. For example, if normal resupply is 30-45 days, the offeror should state how this time would be decreased by 50% to meet ongoing surge requirements. The offeror must submit evidence, to include letters and other documentation, of the following capability: (1) agreements with suppliers and service providers to assist in meeting increased surge requirements; (2) evidence of ability to utilize additional suppliers or subcontractors, as needed; (3) ability to access additional warehouse and distribution facilities, if necessary, to include labor and transportation (delivery vehicles); (4) description of logistical technology with regard to asset visibility; and (5) evidence of past performance related to any type of surge event which necessitated accelerated production and deliveries.

The CAP submission should also include a plan of action if the vendor facility is damaged or otherwise not able to conduct normal operations. The response should include but is not limited to:

- A. How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary.
- B. What is the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory?
- C. Backup communications plan to alert vendor and DLA Troop Support personnel of the activation of this Emergency Operations Plan. This communications plan should also address how shipments enroute to the facility will be re-routed to the secondary facility.

The Government reserves the right to test the surge capabilities of the vendor at any time. This may include but is not limited to supplying a spreadsheet of on-hand and due-in inventory to the contracting officer. This information will be used to test the effectiveness of surge support against a sample surge requirement.

The offeror is required to submit maximum capability for item requirements in the below table.
DO NOT SUBMIT THROUGH THE SPIDERS DATABASE.

By submission of offer, Offeror agrees to accelerate deliveries up to the quantities entered in the table below.

	DAYS					
	0-45	46-75	76-105	106-135	136-165	166-195
Semi-Perishable Modules	8,371	110,759	395,716	518,585	603,355	678,918
Perishable Modules	8,371	110,759	395,716	518,585	603,355	678,918

**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 (JAN 2013) DLAD

(a) In accordance with Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies-Fixed Price, and the procedures below, the Government may perform product verification testing (PVT) on some or all items under the contract.

(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. 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) When required, PVT will be performed at a Government-designated testing laboratory at Government expense. When specified by the contracting activity, the cognizant Government quality assurance representative (QAR) is responsible for notifying the Contractor of PVT invocation and execution.

(1) Upon notification to the contractor that PVT is invoked, the Contractor shall not ship and/or deliver any material under this contract unless directed to do so in writing by the Contracting Officer or until notified of acceptable PVT results.

(2) The Government reserves the right to reject the lot or withhold payment if the Contractor ships prior to Government approval of the PVT applicable to that lot.

(3) The Government will normally notify the Contractor of the results of the PVT within 20 working days after receipt of the samples by the Government-designated testing facility; failure to notify the contractor of the results within 20 working days does not affect the respective rights or obligations of the Contractor and the Government except as specifically stated in this clause.

(d) When PVT has been invoked and upon Contractor presentation of a production lot prior to acceptance, the QAR will preliminarily inspect and then select a random sample from such lot(s) for PVT.

(1) The QAR has the authority to reject tendered lots which are not in conformance to contract requirements rather than select a sample for PVT. The QAR shall notify the contractor of such rejection and the Contractor shall propose corrective action, if appropriate.

(2) Under the direction of the QAR, selected PVT samples shall be shipped by the Contractor at Government expense with a copy of the Department of Defense (DD) form 250 and a DD form 1222. The packaging will be marked as follows: "Product Verification Test Samples, Contract number _____, lot/item number _____. Upon shipment of the PVT samples, the QAR shall submit the original unsigned DD form 250, along with a copy of the DD form 1222, to the procuring contracting officer (PCO).

(e) Samples subjected to PVT are deemed to be part of the contract quantity.

(1) Samples which pass testing and are not destroyed during evaluation will be returned to the Contractor at the Government's expense and will be included as part of the total contract quantity.

(2) Samples which pass testing and are destroyed during evaluation will not be returned to the Contractor. The Government will consider the destroyed samples as part of the contract quantity for payment and delivery. The Contractor will deliver the remaining lot quantity minus the destroyed sample units.

(3) Samples which fail testing will be returned to the Contractor at its expense when requested. Such failure will result in rejection of the entire contract lot from which the samples were taken. These samples will not be included as part of the total contract quantity.

(f) These subparagraphs pertain only to contracts and bilateral purchase orders.

(1) The Government will evaluate the test results and the QAR shall notify the contractor of the acceptance or rejection of the lot based upon the PVT results. 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 tendered lot or contract quantity for any defects noted during preliminary inspection or by the PVT. Any defects found shall be corrected before re-tendering any lot for acceptance by the Government. Upon retendering a lot, the Government has the right to request documentation establishing that the screening was performed and that all parts conform to contract requirements. Furthermore, the Government may subject any retendered lot to additional PVT.

(3) If the Government rejects a lot tendered for acceptance based upon preliminary inspection or 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 and remedies to which it is otherwise entitled by law, regulation, or this contract.

(g) These subparagraphs pertain only to unilateral purchase orders.

(1) The Government will evaluate the test results and the QAR shall notify the contractor of acceptance or rejection of the lot. If the Government fails to act within the period set for notification (see(c)(3) above), the required delivery date will be deemed to have been extended by an amount of time equal to the Government's delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT results.

(2) If a lot is rejected at either preliminary inspection or based upon the results of PVT, the order may be cancelled for delivery of nonconforming goods with no liability from the Government to the unilateral purchase order awardee. The Government has the option to permit the unilateral purchase order awardee to retender the lot after screening for, and correcting, any defects noted by the QAR during the preliminary inspection or based on the results of the PVT. Upon retendering the lot, the Government has the right to request documentation establishing that the

screening was performed and that all items conform to contract requirements. Furthermore, the Government may subject this lot to additional PVT.

Alternate I When acquiring heat and die number requirements, identified by the contract description or specification, use the following additional paragraphs (a)(1) and (b)(1).

(a)(1) The QAR will select samples on a random basis from each "heat" or "die number" lot which is included in the production lot or contract lot tendered for acceptance.

(b)(1) If the test results indicate nonconformities in the chemical or mechanical properties, the nonconformities shall be the 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 II When acquiring instrument bearings, use paragraphs (a)(1) and (b)(1) in addition to the basic clause.

(a)(1) 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)(1) 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.

Government agency _____

Contract number _____

Date of Contract _____

National stock number (NSN) _____

Specification/Part Number _____

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

(3) 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)

52.211-16 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)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)- DFAR

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$35,000 with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016)

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

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

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

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

Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Israel, Italy, Japan, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

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

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

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

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

(1) Food.

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

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

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

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

(8) Canvas products.

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

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

(c) This clause does not apply—

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

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

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

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

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

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include□

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

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:

<u>CLAUSE NUMBER</u>	<u>TITLE/DATE</u>
252.204-7003	Control of Government Personnel Work Product (APR 1992) DFARS
52.211-17	Delivery of Excess Quantities (SEP 1989) FAR
252.211-7006	Passive Radio Frequency Identification (JUN 2016) DFARS
52.211-9010	Shipping Label Requirements—MIL-STD-129P (MAR 2012) DLAD
52.211-9014	Contractor Retention of Traceability Documentation (AUG 2012) 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 (DEC 2016) DFARS

Page 58 of 141
Solicitation SPE3S1-17-R-0005
Unitized Group Ration A

252.232-7010	Levies on Contract Payments (DEC 2006) DFARS
52.232-17	Interest (MAY 2014) FAR
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
52.247-9012	Requirements for Treatment of Wood Packaging Materiel(WPM) (FEB 2007) DLAD
52.247-9018	Utilization of Containers (Seavans) for Export Shipments (NOV 2011)

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, trashbags) 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, 2017 through September 30, 2018

NOTE: Deliveries might fall outside of effective period

TIER 2

October 1, 2018 through September 30, 2020

NOTE: Deliveries might fall outside of effective period

TIER 3

October 1, 2020 through September 30, 2022

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 boxes containing the complete semi-perishable and disposable components of the ration module.

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

5. Item Description

The UGR-A ration has seven (7) breakfast, fourteen (14) lunch/dinner menus, and seven (7) Short Order lunch/dinner menus. The ration module menus and components are described at Table I (Attachment 1: Table I and Table II). (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 129,292 Modules
- The maximum quantity for the 5-year contract period will be 7,415,347 Modules
- The Minimum quantity for each location will be 20% of the Tier 1 estimated quantity for that location. The maximum quantity for each location will be 125% of the (Tier 1, 2, and 3) estimated quantity per location. Customer estimates can be found on each tab of Attachment 3 Pricing Spreadsheet.

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 required, new items will be competed amongst contract holders, 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 do not obligate 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.DLATroopSupport.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 and Table II. 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 Ramona Hemphill, Food Technologist (Ramona.Hemphill@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 II 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 EVALUATION (REGARDLESS OF THE SCORE) FOR THE UGR-A PROGRAM, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF THE NATICK, APPROXIMATELY \$900. A modification will be done to cover the \$900 evaluation fee. 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 II at no cost to the contractor.

6) PLEASE NOTE: OFFERS ON THIS SOLICITATION MUST UTILIZE AN ALREADY APPROVED SOURCE. NO ALTERNATIVE SOURCES WILL BE CONSIDERED ON THIS SOLICITATION.

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: Marlene Cockrell, marlene.cockrell@lc-ind.com

2) UGR-A Trash Bags (4 count, NSN: 8105-01-521-6616) from Envision, Inc., POC: Suzy Reber, Envision Office: 316-425-7162, Cell: 316-706-7979, Suzy.reber@envisionus.com

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: Stephanie Benedetti, SBenedetti@lighthouselouisiana.org

4) UGR-A Spices from Unistel Division of CDS Inc., POC: Rachelle Cook, Rachelle.Cook@Unistel.org

5) UGR-A Trays (5 Compartment, NSN:7350-01-411-5266) from Lighthouse for the Blind in New Orleans, POC: Stephanie Benedetti, SBenedetti@lighthouselouisiana.org

Note: The UGR-A contractor is authorized to purchase dining packets, trash bags, disposable cups, spices, and trays from a commercial source upon notification of non-availability of said dining packets, trash bags, disposable cups, spices or trays from the NIB agency, or upon receipt of dining packets, trash bags, disposable cups, spices or trays 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 Caroline LeVere-Williams, Contracts Administration Manager, clwilliams@nib.org (703) 310-0313.

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, spice or tray 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:

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

TRASH BAGS:

FOB-Origin Price: \$1.30

FOB-Destination Price: \$1.39

DISPOSABLE CUPS:

The FOB Origin price is \$57.21 per box.

The FOB Destination price is \$61.25 per box.

SPICES (All):

All prices are FOB Origin

Cinnamon Maple Sprinkles: \$0.43 Each

Italian Seasoning: \$0.31 Each

Onion, Minced: \$0.39 Each

Paprika, Ground: \$0.38 Each
Poultry Seasoning: \$0.35 Each
BBQ Spice Blend: \$0.44
Steak Seasoning: \$0.56 Each
Pepper, Black, Ground: \$0.50 Each
Salt, Table, Iodized: \$0.30 Each
Garlic Powder: \$0.43

TRAYS:

The FOB Origin price is \$79.52 per box.
The FOB Destination price is \$85.14 per box.

IX. ADDITIONAL REQUIREMENTS

A. Delivery Information:

- 1) Initial CONUS order will have a 30 day after receipt of order (ARO).
- 2) All additional CONUS orders, including Alaska and Hawaii, will have an 14-21 day ARO.
- 3) OCONUS orders will have a 85 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 modules 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) For CONUS deliveries, 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.

3) For Alaska and Hawaii deliveries, all delivered UGR-A modules shall have at least 4 month shelf-life (at 80oF for semi-perishable modules and at 0oF for perishable modules) remaining at time of contract delivery for all carlot shipments and 3 month shelf-life remaining at time of delivery for less-than-carlot shipments, 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. Any additional customers will be competed amongst awardees.

G. Shipping/Receiving Problems

All shipping and receiving problems shall be reported to Mr. Ron Everett at 215-737-3113 or ronald.everett@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 email receipted copy of the invoice/delivery ticket to DLA Troop Support at the following address: Ronald.everett@dla.mil.

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:

Ramona Hemphill, Food Technologist, 215-737-2986, Ramona.Hemphill@dla.mil

Noreen Killian, Contracting Officer, 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. Audits take place every December and June. The December audit covers new items added to the Fiscal Year menu and the June audit covers the items that had issues (rated Blue) during the December audit.

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.

3) Issues/Non-conformances are rated Red, Blue, Yellow I or II, or Green. Red rated items relate to food safety. If a component is rated Red, they must be suspended from use immediately. Blue rated items relate to the product/packaging. A Blue component requires corrective action from the supplier or assembler. Yellow rated items relate to an administrative issue such as labeling or item description. Yellow I require government agency correction. Yellow II require assembler or supplier correction. Green rated components are considered to be "acceptable" and require no further action by the government or assembler/supplier.

4) All components rated Blue will be re-evaluated at the following audit to ensure deficiencies have been corrected. If a component rates Blue twice, they are no longer considered to be an approved source. Assemblers will be allowed to exhaust their inventory of the component, but will not be authorized to place future orders. If the supplier would like to be reconsidered for the program, they must come in under the new source procedures.

c. Audit Results: UGR-A Contractors will be provided a detailed report for each component reviewed. It will be the UGR-A Contractor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Contractor's have 30 days from the date of DLA notification to provide a corrective action letter for Blue components and correct any administrative issues for Yellow II components.

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.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_ipm-cpaf_151204.pdf

III. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

1. As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, DLAD 52.246-9044, "SANITARY CONDITIONS (APR 2014), and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Institute of Public Health (USAIPH), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDC) and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by USAIPH will be routed through DLA Troop Support-FTSC for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTSC, in coordination with the Chief, Approved Sources Division, USAIPH.

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.

VI. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, DLAD 52.246-9044, "SANITARY CONDITIONS (APR 2014), and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Institute of Public Health (USAIPH), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDC) and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by USAIPH will be routed through DLA Troop Support-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 Troop Support-FTRE, in coordination with the Chief, Approved Sources Division, USAIPH.

1. SANITARY CONDITIONS

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Institute of Public Health (USAIPH) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food

Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Delivery conveyances.

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

VII. INTEGRATED PEST MANAGEMENT (IPM) and FOOD DEFENSE PLAN

A. INTEGRATED PEST MANAGEMENT

The procedures contained in the "Integrated Pest Management (IPM) Program Requirements for Operational Rations," of April 2011 are required and apply to all Operational Rations components. Each contractor is to have an IPM program in place prior to the initiation of production of Government product. The IPM plan and the associated pesticide labels and MSDS documents are not to be submitted to DLA Troop Support. The contractor shall have those documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. In addition, evidence of an insect or rodent infestation, or contamination involving any end item will be cause for rejection of the involved lot. IPM program requirements can be found on the DLA Troop Support website at: <http://www.troopsupport.dla.mil/subs/support/quality/ipm-cpaf.pdf>

B. FOOD DEFENSE PLAN

Currently, all DLA Troop Support Subsistence contracts have a requirement for submission and implementation of some type of Food Defense Plan at each contractor facility. 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 Food Defense Plan 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. Areas of concern listed in this checklist must be addressed in the plan. The Food Defense Plan will be received, reviewed, rated, and kept on record in the Quality Audits & Product Protection Branch (DTA Troop Support-FTSB). 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 Food Defense Checklist go to http://www.troopsupport.dla.mil/subs/fs_check.pdf or contact the applicable DLA Troop Support

Contracting Officer or the Quality Audits & Product Protection Branch (DLA Troop Support-FTSB).

C. CURRENT GOOD MANUFACTURING PRACTICES IN MANUFACTURING, PACKAGING OR HOLDING HUMAN FOOD

Compliance with the provisions contained in Title 21, Code of Federal Regulations Part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food," and all regulations referenced herein, is required. In addition, the contractor is required to comply with all with the provisions contained within specific parts of the Code of Federal Regulations. For example, low-acid canned food manufacturers, Part 110 and 113 are applicable.

VIII. 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 Institute of Public Health 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 usarmy.belvoir.peo-eis.mbx.pd-amis-rf-itv-service-desk@mail.mil or Phone number (800) 877-7925

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 430, 3rd Floor
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 usarmy.belvoir.peo-eis.mbx.pd-amis-rf-itv-service-desk@mail.mil or Phone number (800) 877-7925

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 usarmy.belvoir.peo-eis.mbx.pd-amis-rf-itv-service-desk@mail.mil or Phone number (800) 877-7925

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.

IX. DATE OF PACK

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.

X. 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 $\frac{3}{4}$ inch minimum lower case letters:

Menu, Number and Name
NSN:
Box Number

The following information shall be marked with a minimum $\frac{1}{2}$ inch capital letters and numeric and $\frac{3}{8}$ inch minimum lower case characters:

Complete Ration Module Includes	
Box 1 of 3 Dry Storage	DOP/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 Box 2 of 3 Dry Box 3 of 3 Frozen 8970-01-E10-0136	PKD/LOT ITD
--	----------------

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 ³/₄ inch characters:

UGR-A

The following information shall be marked with a minimum 1 inch capital letters and numeric and ³/₄ 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 heat treated 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 heat treated commercial wood or plywood four-way entry pallet or on a 48 inch x 40 inch heat treated 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
- WHOLESDOMENESS CERTIFICATES

NOTE 1: Offerors are advised to acquire specific country requirements through the USDA Export website, <https://www.fsis.usda.gov/wps/portal/fsis/topics/international-affairs>. 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, <https://www.fsis.usda.gov/wps/portal/fsis/topics/international-affairs> .

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: The assembler must be able to meet current customs and health certificate requirements for the exportation of products to countries that have negotiated agreement with the United States and in which the U.S. DoD has operational requirements. The vendor will be able to work with the USDA-FSIS and the NOAA Seafood Inspection Program (NOAA SIP) to ensure a successful relationship to meet these export requirements. The vendor shall be familiar with utilizing available resources to research current requirements, such as; the USDA FSIS Export Document Library, export.gov, and the European Union export requirements. The vendor will utilize the services of an internal quality review process that ensures document accuracy at or above a 98% successful completion rate.

NOTE 4: 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
9305-2B - Certificate for Export of Heat Treated Poultry Meat and Poultry Meat Products to the Republic of Korea (ROK)

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

XI. 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(es) 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.

XII. 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 Systems Plan (QSP) submitted in accordance with

FAR 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 Inspection 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 (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 Product Protection Plan 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 the following website: http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Product Protection Branch (DLA Troop Support-FTSB).

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.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_qsp_151204.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 UGR-A 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.

AFTER CONTRACT AWARD ONE COPY OF THE CONTRACT AWARD SHALL BE MAILED BY THE AWARDEE 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. **Chief, Contract Services Branch**
USDA, AMS, FV, SCI Division (202-720-5021)

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 (San Antonio, TX; College Park, 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 Email 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 acceptable or unacceptable. If a plan as presented is determined to be unacceptable 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 determined 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 unacceptable for production and with the opportunity to resubmit a revised QSP. **If a contractor has previously submitted a QSP and the rating was 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, the Contracting Officer reserves the right not to consider the prospective contractor/subcontractor for award of an item that requires a QSP.**

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(Technical Data Package)/ 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 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 (Technical Data Package), 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 (Technical Data Package), 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.

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

Definitions:

Fully transitioned menus: Menus where ALL components have transitioned to NEW menu requirements.

Partially transitioned menus: Menus that have begun to transition, but have not fully converted to NEW menu requirements. The number of transitioned component items is not relevant. If a menu has not completely transitioned, it is partially transitioned.

Menu transition period: October 1st through 31 December of menu transition year. Transitions will take place on FY19, FY21, and FY23.

Orders for OCONUS UGR-A's will be competed among all successful awardees using the following factors: (1) Pricing offered at time of evaluation (2) Contractors transition to updated menus, and (3) adherence to contract requirements. Menu transition and adherence to contract requirements will be more important than Price. In some cases, RDD may be more important than price. Any exceptions to cited source selection criteria shall be identified in the request for pricing.

In evaluating prices, contractors will have the opportunity to offer FOB Origin prices for the OCONUS request for pricing. Prices will be evaluated based on entire order quantity and by ration menu.

During menu transition period, DLA Troop Support will split awards based on the following criteria:

1. Contractors who have completed a **full** menu transition **after the effective date** will be given preference over those who are not fully transitioned. If a contractor **fully** transitions **prior** to the effective date (October 1) they will **NOT** be given preference.
2. Fully transitioned menus will get preference for award. If only one assembler has fully transitioned on a menu, they shall be awarded that menu. If more than one assembler has fully transitioned on a menu, then that menu will be competed.
3. Award of menus based on total menu price. Menus shall not be split.
4. Partially transitioned menus are competed based on the following
 - a. Unlike items shall be removed from all offers, so that only like items are being compared.
 - b. Award will go to the lowest total menu price (that excludes unlike items).

See examples below for further clarification:

Scenario 1

Date--September 12th

Contractor A has begun transitioning to the new Menu. They now provide Green Beans in place of Corn. They are not fully transitioned—there are more items to be changed.

Contractor B has not begun transitioning to the new Menu. They are still providing Corn.

During evaluation, the unit price for the Green Beans is removed from Contractor A pricing. The unit price for the Corn is removed from Contractor B pricing. Only like item pricing will be compared for evaluation.

Scenario 2

Date--September 20th

Contractor A has fully transitioned to the new Menu for D1. They now provide Green Beans in place of Corn and Chicken in place of Pasta.

Contractor B has begun transitioning to the new Menu for D1, but are not fully transitioned. They are still providing Corn, but are now providing Chicken.

During evaluation, the unit price for the Green Beans is removed from Contractor A pricing. The unit price for the Corn is removed from Contractor B pricing. The Chicken unit prices will remain in the evaluation since both contractors are using Chicken. Only like item pricing will be compared for evaluation.

Scenario 3

Date—October 1st (Effective date for new menus)

Contractor A is fully transitioned to the new Menu for D1. They now provide Green Beans in place of Corn and Chicken in place of Pasta.

Contractor B has begun transitioning to the new Menu for D1, but are not fully transitioned. They are still providing Corn, but are now providing Chicken.

Award will be given to Contractor A for Menu D1 because they are fully transitioned on that menu.

Scenario 4

Date-- October 1st (Effective date for new menus)

Contractor A has begun transitioning to the new Menu. They now provide Green Beans in place of Corn. They are not fully transitioned—there are more items to be changed.

Contractor B has not begun transitioning to the new Menu. They are still providing Corn.

During evaluation, the unit price for the Green Beans is removed from Contractor A pricing. The unit price for the Corn is removed from Contractor B pricing. Only like item pricing will be compared for evaluation.

During menu transition, split awards are possible if assemblers differ on which menus have fully transitioned.

Contractors must be fully transitioned to new Menus by December 31st. Beginning on January 1, if no contractors are fully transitioned on a particular menu, preference will be given to the contractor who is further along in the menu transition for that menu.

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.

XIV. REWORK OF NONCONFORMING PRODUCT PRE OR POST ACCEPTANCE

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

A. Corrective Action (Rework/Screen Inspections) Taken Prior To Government Verification Inspection (Receipt, In-Process And End-Item Inspections): Unless otherwise specified below, all reworks and screening inspections conducted prior to the Government verification inspection do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. For reworks requiring the Government's approval (as specified below), the contractor may submit a Standard Rework Procedure (SRP), for certain defects, under the contractor's documented QSP section XII - Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTR, and DLA Troop Support-FTSC, and approved by the applicable Contracting Officer.

NOTE: All requests for rework shall be accompanied with a COMPREHENSIVE rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size,

residual air, etc), he has the alternative to request the Contracting Officer for a waiver for the nonconforming requirement. If the Contracting Officer approves the waiver request for a specific requirement, the written waiver approval shall be provided to the GQAR when the supplies are presented for Government Verification Inspection (the skip-lot inspection does not apply in this case). The GQAR shall inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request the GQAR to inspect for the non-conforming characteristics also, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

B. The Following Reworks Must Be Coordinated With The Supervisory GQAR And Approved By The Applicable DLA Troop Support-FTR Office.

1. Insect or Rodent Infestation/Contamination: Reworks must be approved by DLA Troop Support-FTSC.

2. Food Safety and Foreign Material: All corrective actions for product retained due to processed/unprocessed container mix-ups must be approved by FTR. Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is presented for Government end item verification inspection. If the producer fails to provide enough information/data in the case of a deviation, the GQAR shall contact FTR for approval to proceed with the Government end item verification inspection. These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).

Foreign material identified during normal in-process control actions does not require a waiver request from DLA Troop Support FTR, but does require USDA notification of the incident. However, foreign material discovered during the Contractor or GQAR/USDA end item inspection is cause for rejection of the lot. Rework requests that involve foreign material identified during end item inspections require approval from DLA Troop Support FTR before the rework activity can proceed.

Note: A notification of nonconformance containing ineffective corrective actions, as identified by USDA, require DLA-TS attention and action

“Retesting/re-inspection/rework of product that tested positive for food borne pathogens (salmonella, e. coli, etc.) is not authorized.”

Note: Deviations (that occur during or prior to the production of a product) from specific preparation/ formulation/ingredient requirements cited in the specifications shall be submitted as a request for product deviation and must be approved and coordinated with the Specification Preparing Activity (Natick) through the applicable Contracting Officer.

3. Container Integrity Defects: All reworks due to container integrity defects noted during the producer's end item inspection (for critical container defects only) or Government final lot end item verification inspection, must be approved by FTR unless 100% primary container rework of the entire lot is conducted at source. All containers exhibiting same or other container integrity defects must be removed during the 100% primary container rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected, as applicable, by the contractor at the location of the rework using the next larger sample size (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

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

5. Nonconformances Noted During The Government End Item Verification Inspection:

All rework requests submitted for defects noted during Government end item verification inspections must be approved by the applicable Contracting Officer, unless exempted under paragraph 3 above.

C. Contractor's Quality History:

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

2. If product is found nonconforming during the Government end item verification inspection following contractor corrective action for the same defect (or defect category in case of critical container defects) for which the contractor took a corrective action, the corrective action will be determined to have been ineffective. In addition to any action taken, the contractor must reevaluate their documented QSP and/or the implemented corrective and preventive action program by an internal audit and results must be submitted to DLA Troop Support-FTSB (Quality Systems Auditors). **All corrective actions (rework/screening**

inspections, etc.) taken by the contractor due to a Government end item verification inspection rejection will be documented in the contractor's quality history records.

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

All requests for rework shall be accompanied with a **comprehensive** rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. See “Request for Rework, Request for Waiver, Request for Deviation, or Re-inspection of Nonconforming Supplies”.

D. Request for Rework, Request for Waiver, Request for Deviation, or Re-inspection of Nonconforming Supplies

1. When contractor inspection or QSP, or Government verification by the QAR, reveals a process deviation or nonconforming lot, the contractor's written request for deviation, waiver, rework or re-inspection of the nonconforming lot(s) must be furnished, as appropriate to the Contracting Officer and cognizant Government QAR and shall at a minimum contain the following:

NOTE: Subject line should include what is being asked for (i.e.: Request for Waiver for Drain Weight of Beef Stew or Request for Rework for Residual Air for Apple Dessert)

- a. Type of Request: Waiver, Notification, Re-inspection, Rework
- b. Approval Required from DLA: Yes or No
- c. Contractor Name/Address
- d. Contract Number
- e. Product Name
- f. National Stock Number
- g. Batch Number(s) (If Applicable)
- h. Sublot(s) (If Applicable)
- i. Lot Number(s)
- j. Process Category (i.e. Work-progress/End Item)
- k. Quantity
- l. Specification Requirement Number (PCR, CID, etc)
- m. Sample Size; Defect; Accept/Reject
- n. Defect Classification: Critical, Major, Minor, NA
- o. Inspection Failure (Summary of non-conformances)
- p. Failure Identified: Processing, Packaging, End Item
- q. Inspector: In-plant/Contractor or USDA
- r. Date of Incident
- s. Attachments (Provide in-house, USDA worksheets, in-process data)
- t. Root Cause of nonconformance or deviation (Describe using a short detailed paragraph; Tell a story of the incident)
- u. Corrective Action (Describe using a short detailed paragraph)

- v. Preventive Action (Describe using a short detailed paragraph; if preventive action is not possible, state why)
- w. Occurrence (Has this occurred before/when; if yes, what was the date/contract/lot number of last occurrence)
- x. Estimated Cost
- y. Effect on Delivery
- z. Justification for request (What are you asking for?)

NOTE: All requests for rework shall be accompanied with a COMPREHENSIVE rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

2. When a valid technical reason for re-inspection without rework is offered and permission is granted by the PCO, the contractor shall take corrective action to eliminate the cause of the inspection revealed failure; reinspect the non-reworked lot after taking the corrective action, and evaluate the results of the initial inspection and the re-inspection by means of recognized statistical methods.

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

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

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

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

XIV. PLACE OF PERFORMANCE

- A. The offeror must stipulate in its proposal to this solicitation information pertinent to the place of performance.
- B. Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the Contracting Officer.

SOLICITATION PROVISIONS

NOTE: 52.212-1, Instructions to Offerors—Commercial Items (JAN 2017) 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), Food Defense Plan and Pest Management Plan. The Surge Plan, Subcontracting Plan, Quality System Plan (QSP), Production Capability Plan, Food Defense Plan and Pest Management Plan must be six 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 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.

(A) The Government reserves the right to verify any information presented in the Non-Price and Price Proposal. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted during the evaluation process.

(B) As part of the Production Capability submission, offerors are required to submit the following:

1. The offeror's proposal must demonstrate it understands the Statement of Work and contract requirements, and that it has the facilities, equipment, manpower and technical expertise to successfully produce and deliver the required products and quantities within the required order lead-times. Such information should include, at a minimum, the following: a list of equipment to be used; complete illustration or description of the facilities; and the production process.

2. Production Milestones – Offerors shall provide complete production milestones. At a minimum, milestones shall begin on the estimated date of award and order and finish with the first delivery. Orders for equipment, required facility improvements, etc., shall be listed, to include dates of lease/purchase, delivery, installation completion, pre-production work and ready to use.

3. In accordance with clause 52.216-19, Order Limitations, deliveries shall be required within 30 days from date of issuance of the delivery order not to exceed 90 days from date of issuance of the delivery order. The Government reserves the right to make any part of the proposal a contractual requirement at time of award.

(C) NOTE: If a contractor has previously submitted a Food Defense Plan and/or Quality System Plan and the rating was Acceptable, the contractor may reference this Food Defense Plan and/or Quality System Plan by date and only changes (if deemed necessary) need to be submitted at time of offer submittal for this or for future contracts.

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

Period of acceptance is 160 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 “Attachment 2b: Item Description Spreadsheets SPE3S117R005” and “Attachment 3: Pricing Spreadsheets SPE3S117R005”, 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. Attachment 2b: Item Description Spreadsheets SPE3S117R005”, 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 Attachment 2b: Item Description Spreadsheets SPE3S117R005:

1. For each menu sheet on Table I Spreadsheet for each component item, the following: 1) brand/label being offered, 2) warrantied shelf life, 3) 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), 4) the container or package size; and 5) the delivered unit price for the individual container price (price to procure serving sizes listed in Table I). All required columns will be highlighted.

C. The Offeror shall complete and submit the following information on the Attachment 3: Pricing Spreadsheets SPE3S117R005:

1. 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 21 NSN's), and a single Distribution Price for delivery of a Breakfast Semiperishable module (for the 7 NSN's), a single Distribution Price for delivery of a Dinner Semiperishable module (for the 21 NSN's), for the contract Tier One Period, Tier Two Period, and Tier Three Period.

D. The Pricing Spreadsheets (Attachment 3) will use the above information to calculate Grand Total Module Price for the 56 NSN's (7 Brk semi-perishables and 7 Brk perishables, and 21 Din semi-perishables and 21 Din perishables), the Total Breakfast and Dinner Ration Prices for all contract periods.

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 (OCT 2014) – 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 other factors considered. The following factors 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. Offerors are required to submit the completed solicitation, the pricing proposal, the Surge Plan, Subcontracting Plan, Quality System Plan (QSP), Production Capability Plan, Food Defense Plan and Pest Management Plan. 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. These submissions may be reviewed and discussed with offerors prior to award, but the submissions will not be evaluated as part of the award decision or be used to make a responsibility determination. However, failure to submit any of these documents may make an offeror ineligible for award. The awardee(s) must have its Surge Plan, Subcontracting Plan, Quality System Plan (QSP), Production Capability Plan, Food Defense Plan and Pest Management Plan approved by the contracting officer in order to commence production.

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 (JAN 2017) - FAR

Offeror Representations and Certifications—Commercial Items (JAN 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision—

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means–

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance was initially published in the Federal Register on August 25, 2016, and significant revisions will be published for public comment in the Federal Register. The DOL Guidance and subsequent versions can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are–

(1) Department of Labor Wage and Hour Division (WHD) for–

(i) The Fair Labor Standards Act;

- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) [40 U.S.C. chapter 31](#), subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) [41 U.S.C. chapter 67](#), formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
- (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
- (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
- (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).
- “Forced or indentured child labor” means all work or service—
- (6) 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
 - (7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) [40 U.S.C. chapter 31](#), subchapter IV, formerly known as the Davis-Bacon Act.
- (6) [41 U.S.C. chapter 67](#), formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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 SAM website.

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

[Offeror to identify the applicable paragraphs at (c) through (t) 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 SAM.]

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

(1) Small business concern. The offeror represents as part of its offer that it ☐ 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, 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.

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

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

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

(ii) It ☐ 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 for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ 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) 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)(10)(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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—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—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—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American—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, Panamanian, 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—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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian 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) of this provision) as defined in the clause of this solicitation entitled “Buy American—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—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—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American—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—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(4) Buy American—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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, 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 statute. 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;

(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 \$3,500 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 .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (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 Labor Standards 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.

(l) 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 the SAM 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that—

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) 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 an 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.

(2) The Offeror represents that—

(i) 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; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror’s knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide—

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR [4.1102\(a\)](#)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR [12.403](#).

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([52.212-1\(k\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414

(Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

Alternate I (Oct 2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

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

_____ 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, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

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

(End of Provision)

52.215-6 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
_____	_____
_____	_____
_____	_____

52.216-1 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 (DEC 2016) - DLAD

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

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

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

(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	JUL 2013
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	OCT 2015

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

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

“Controlled technical information,” “covered contractor information system,” “covered defense information,” “cyber incident,” “information system,” and “technical information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause [252.204-7012](#), shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see [252.204-7012](#))

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

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

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

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

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

(End of provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) - DFAR

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

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

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

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

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

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

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

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

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

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

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

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National

Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibesia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to

those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

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

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

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

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

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet

capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

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

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

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

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

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236);
or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from

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

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

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

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)