

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000128023	PAGE 1 OF 13	
2. CONTRACT NO. SPE3S1-22-D-Z250	3. AWARD/EFFECTIVE DATE 2022 JUL 20	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE3S1-21-R-0010	6. SOLICITATION ISSUE DATE 2021 OCT 29		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME		
	9. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Jennifer Dam PSPTRA3 Tel: 215-737-7898 Fax: 215-737-4115 Email: JENNIFER.DAM@DLA.MIL	CODE SPE3S1	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311920 <input type="checkbox"/> 8 (A) SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 15 days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO SEE SCHEDULE			16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR NEX-XOS WORLDWIDE LLC DBA XMRE 3922 PEMBROKE RD HOLLYWOOD FL 33021-8127 USA TELEPHONE NO. 9543170576	CODE 72UW3	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$9,294,335.80		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>Nex-Xos Worldwide, LLC's</u> OFFER DATED <u>2022-May-26</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Harry Streibich</i>			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Harry Streibich HARRY.STREIBICH@DLA.MIL		31c. DATE SIGNED 2022 JUL 20	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)
		42d. TOTAL CONTAINERS

Part 12 Clauses

The following are the NSN and full item description of all items:

NSN	ITEM DESCRIPTION	Est. Quantity per Year	Unit of Issue	Product Brand
8955-01-484-9676	CAPPUCCINO, Instant, Powder, French Vanilla, 1 oz.(28.35 g) pg., 25 pgs/co., CID A-A-20336B, type V, style A, regular, flavor 1	29,200	BX	S&D Coffee
8955-01-513-4514	CAPPUCCINO, COFFEE, INST, regular, Irish cream, 1 oz pg., 25pgs/co, CID A-A-20336B, type V, style A, flavor 4	25,600	BX	S&D Coffee
8955-01-519-5603	COFFEE, ROASTED, filter pack, grd, jet grind, arabica blend, five 1.25 oz. filter pgs/module co, 1.75 gal yield, vacuum sealed and waterproof for extended shelf life, 31 module co/case (for Unitized Group Ration)	168,000	CO	S&D Coffee
8955-01-540-7860	Iced Tea Mix, Peach, pdr, non-nutritive sweetener, ind. serving pg., 10 pgs/box, CID A-A-20183D, variety I, style B, type 1, flavor d (for Unitized Group Ration).	4,720	BX	Wyler's
8960-01-540-7857	Bev. Base, Lemonade, pdr, non-nutritive sweetener, ind. serving pg., 10 pgs/box, CID A-A-20098F, flavor 8, type III (for UGR).	4,720	BX	Wyler's
8960-01-585-8064	Bev. Base, Fruit Punch, sugar free, 20 count per box, CID A-A-20098F, type III, flavor 7, for UGR E and Heat & Serve	14,160	BX	Wyler's
8960-01-623-6087	SPORTS DRINK BASE, POWDER, FRUIT PUNCH 21OZ PG	11,592	EA	Compact
8960-01-623-6088	SPORTS DRINK BASE, POWDER, GRAPE 21OZ PG	11,592	EA	Compact
8960-01-623-6081	SPORTS DRINK BASE, POWDER, MIXED BERRY 21OZ PG	11,592	EA	Compact
8960-01-623-6085	SPORTS DRINK BASE, ORANGE 21OZ PG	19,320	EA	Compact
8915-01-367-8976	POTATOES, White, Shredded, Cooked, Dehydrated, Hash Brown, 40 Oz box, CID A-A-20032G Type IV, style B	27,000	EA	Readywise
8915-01-394-9960	POTATOES, WHITE, DEHYDRATED, instant mashed (Precooked, rapid rehydrating), agglomerates, gable top paperboard box, min. fifty 1/2 cup servings per box, CID A-A-20032G, style D, Option a (for Unitized Group Ration)	2,880	BX	Idahoan
8920-01-623-6286	OATMEAL, VARIETY PACK 10-12 INDIVIDUAL PACKETS/BX	20,796	EA	Hearty Traditions
8950-01-396-3998	CATSUP, TOMATO, US Grade A, 20 oz. Plastic squeeze container w/resealable pouring cap, U.S. Standards for Grade	56,100	BT	Fonelli
8940-01-534-2621	Butter Flavored Granules, 100% Natural Flavor, 2 oz. pouch package, CID A-A-20351A, Type I, Style A, Package 4	53,400	EA	Gamay
8925-01-623-7028	SUGAR CONFECTIONARY, 1LB BX, CID A-A-20135E, Type I, Style C	11,592	EA	Domino

This is a five 12-Month Tier Periods Fixed Price Indefinite Delivery Type contract with formula pricing i.e. Cost of goods plus a Fixed Distribution Fee.

The effective period of the contract is:

- Tier 1: 7/20/2022 – 7/19/2023
- Tier 2: 7/20/2023 – 7/19/2024
- Tier 3: 7/20/2024 – 7/19/2025
- Tier 4: 7/20/2025 – 7/19/2026
- Tier 5: 7/20/2026 – 7/19/2027

Part 12 Clauses (CONTINUED)

All terms and conditions of solicitation SPE3S1-21-R-0010, as amended and Contractor's proposal dated Dec 15, 2021 and final proposal of May 26, 2022 are hereby incorporated into this contract.

PRICE ADJUSTMENT

All prices invoiced under this contract shall be computed in accordance with the following pricing formula:

$$\text{Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

The distribution price of each item remains fixed for each tier period. Only the delivered price fluctuates. Even though the distribution price is fixed, it is requested that the unit price (= distribution price + delivered price) is submitted for unit price adjustment. After receipt of a delivery order, the contractor can request change to the delivered price, if the actual invoice prices that the prime contractor has paid for the product delivered to the distribution point have significantly changed from the current contract price. Submission of the delivered price's change shall be within 15 days of issuing the delivery order."

Pricing shown are FOB destination.

NSN	ITEM DESCRIPTION	Total Delivered price	Year 1 Dist. Price	Year 1 Unit Price	Year 1 Est. Total Dollar Value	Year 2 Dist. Price	Year 3 Dist. Price	Year 4 Dist. Price	Year 5 Dist. Price
8955-01-484-9676	CAPPUCCINO, Instant, Powder, French Vanilla, 1 oz.								
8955-01-513-4514	CAPPUCCINO, COFFEE, INST, regular, irish cream								
8955-01-519-5603	COFFEE, ROASTED, filter pack								
8955-01-540-7860	Iced Tea Mix, Peach, pdr, non-nutritive sweetener								
8960-01-540-7857	Bev. Base, Lemonade, pdr, non-nutritive sweetener, 10 pgs/bx								
8960-01-585-8064	Bev. Base, Fruit Punch, sugar free, 20 count per bx								
8960-01-623-6087	SPORTS DRINK BASE, POWDER, FRUIT PUNCH 21 OZ PG								
8960-01-623-6088	SPORTS DRINK BASE, POWDER, GRAPE 21 OZ PG								
8960-01-623-6081	SPORTS DRINK BASE, POWDER, MIXED BERRY 21 OZ PG								

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Part 12 Clauses (CONTINUED)

8960-01-623-6085	SPORTS DRINK BASE, ORANGE 21 OZ PG
8915-01-367-8976	POTATOES, Hash Brown, 40 Oz box
8915-01-394-9960	POTATOES, WHITE, DEHYDRATED, instant mashed
8920-01-623-6286	OATMEAL, VARIETY PACK 10-12 INDIVIDUAL PACKETS/BX
8950-01-396-3998	CATSUP, TOMATO, US Grade A, 20 oz. BT
8940-01-534-2621	Butter Flavored Granules, 100% Natural Flavor, 2 oz. PG
8925-01-623-7028	SUGAR CONFECTIONARY, 1 LB BX

The total minimum contract dollar value for five-year period is [REDACTED]
The total maximum contract dollar value for five-year period is [REDACTED]

ORDERING

Delivery Orders may be issued from the date of award through 1824 days thereafter.

All Delivery Orders issued will allow a minimum of **45 days lead-time** for delivery. Due to contract ~~leadtime~~, orders will be accepted during the effective contract period but deliveries might fall outside of the contract ordering period.

For the purposes of the Delivery Order Limitations Clause 52.216-19, the minimum order quantity is one full pallet layer.

The following is the complete delivery address:

DODAAC: W62G2T

Address:

W1BG DLA Distribution
25600 S Chrisman Road
Rec Warehouse 30 - UGR
Tracy, CA 95304-5000

Appointments must be scheduled prior to making all deliveries by calling 209-839-5597 or email to DDJUGRLLeaders@dla.mil, at least 24 hours prior to delivery to schedule appointments.

The shelf life requirement is 18 months.

Product Brand/Label changes:

The contractors may also propose, in writing to the Contracting Officer at any time, another brand/label of product for any contract item. If another brand/label is proposed, the government may request new product samples. If the

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Part 12 Clauses (CONTINUED)

Government considers the new proposed item an improvement, and a better value considering price, it will advise the contractor in writing of its acceptance of the replacement brand/label, and the new item will be the contract brand/label evaluated for future delivery orders. An approved brand/label replacement shall not modify any existing delivery order(s), unless such delivery order is formally modified.

TECHNICAL/QUALITY DATA**1. INSPECTION AND ACCEPTANCE REQUIREMENTS**

A. For the purposes of Inspection/Acceptance and Shipment/Delivery, a manufacturer's "lot" shall be considered no greater than a single shift's production.

Note: When product is being delivered to Tracy Depot in California, lot numbers will not be mixed on the same pallet.

B. OPTIONAL CONTRACTOR TESTING is provided by the alternate inspection requirements of DLAD 52.246-9024, Alternative Inspection Requirements for Selected Items.

2. TRACEABILITY

In order to facilitate an effective traceability for the Unitized Group Ration Program, the contractor shall ensure that each primary container (unit pack) and intermediate container, if required, has a lot number and Date of Pack (DOP). These package codes shall be permanent and legible.

Use of the Julian Date for the lot number and a time stamp (hour and minute of filling/sealing) is preferred. For example (20296 12:15), 20296 = October 23, 2020 and 12:15 representing the time of filling/sealing. When not required by specification, the contractor's lot identification may be of their own coding, i.e. a closed code, but the contractor shall provide the coding information for the primary containers and the contract data markings upon delivery. Package codes (to include time per case lot number shall be identified on the appropriate accompanying WAWF report upon delivery.)

Additionally, the contractor shall ensure that traceability records include identifying ALL ingredients and ALL sources for those ingredients. This shall be accomplished for each item, brand and component that is shipped to the Defense Depot (Assembler) for the Unitized Group Ration Programs. This information shall be made available within 24 hours.

3. 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

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Part 12 Clauses (CONTINUED)

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.

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>.

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Part 12 Clauses (CONTINUED)

ams.usda.gov/poultry/grading.htm.

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

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under “U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products” in the “USDC Participants List for Firms, Facilities, and Products”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov). 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/pdf/files/r40_657.pdf) For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.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

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Part 12 Clauses (CONTINUED)

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.

4. MARKING OF SHIPPING CONTAINERS AND MARKING OF UNIT LOADS

All Shipping Containers and Unit Loads shall be clearly marked, in accordance with DLA Troop Support Form 3556 entitled "Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semi-perishable Subsistence, dated April 2014, with the following information on two adjacent sides of the load with the largest characters possible as follows:

Unitized Ration Component

National Stock Number

Item Name

Date of Pack and Lot Number

Number of Shipping Containers per Pallet

Contract Number

Contractor's name and Address

Inspection Test Date (ITD)

Note: For the Inspection Test Date, the expected shelf life is found in the applicable solicitation/contract. To calculate the ITD, add the shelf life value to the month/year date of pack.

Example, if the Date of Pack is June 2019, and the shelf life is 36 months (3 years), then the ITD is computed as follows: 6/19 + 3 years = 6/22. If labels are used, they shall be permanently affixed with water-resistant adhesive tape.

Shipments without the appropriate Shipping Container and Unit Load Markings will be rejected and returned to origin, or at the Contracting Officers discretion, reworked at a labor rate determined by the destination activity (not DLA Troop Support).

5. UNITIZATION

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Part 12 Clauses (CONTINUED)

Unit loads shall have the shipping containers arranged on a 40 inch by 48 inch commercial wood or plywood four-way entry pallet, or on a 48 inch by 40 inch Grocery Manufacturers of America wood four-way entry pallet. The load shall be bonded with non-metallic strapping, shrink or stretch film, or others means that comply with carrier rules and regulations applicable to the mode of transportation (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 secure the load, the straps shall pass under the top deck boards of the pallet. When stretch or shrink film is used, it must be applied low enough on the pallet to secure the load to the pallet. The unit load height shall not exceed 50 inches.

Inspection of unit loads shall be in accordance with classification Type III, Class G of DLA Troop Support Form 3507 of April 2014 entitled "Loads, Unit: Preparation of Semi-perishable Subsistence Items."

NOTE: The unit load dimensions are 40 inches in length by 48 inches in width and 50 inches in height.

These dimensions are exact and can be no larger than what is specified. No overhang is permitted.

REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM)

WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

All Wood Packaging Material (WPM) used to make shipments under DoD contracts and/or acquired by DoD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DoD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DoD cargo.

All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC 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. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

6. QUALITY ASSURANCE PROVISIONS INSPECTION/ACCEPTANCE

The contractor must meet all characteristics specified herein. For product requiring contractor-paid USDA, only end-item inspection of the finished product for compliance with contract requirements shall be lot inspected by USDA, AMS, FV, PPB. In addition, Government inspection shall also be at destination for identity, count and condition for

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Part 12 Clauses (CONTINUED)

all terms and conditions of the contract. This shall include but is not limited to the following:

1. All shipments must be accompanied by an accurate DD-250, and all other pertinent invoices as required.
2. All unit loads must be marked in accordance with DLA Troop Support Form 3556.
3. All unit loads shall be stable and not exceed 50 inches in height including pallet material.
4. All delivered product shall be free of defects.
5. All shipments must contain the correct quantity as specified by DLA Troop Support.
6. Appointments must be scheduled with the receiving activity prior to delivery.
7. All delivered product must meet or exceed the appropriate product requirements as described in this Solicitation.
8. All delivered products must meet the required date of pack/shelf life requirements.
9. To determine the date of pack, any closed date code must be accompanied with documentation deciphering the closed product code.
10. All delivered products must be free of insect and rodent infestation.

Failure to comply with ANY of the above conditions may result in the shipment(s) being rejected and returned to origin, or at the Contracting Officer's discretion reworked at a labor rate determined by the destination activity (not DLA Troop Support).

QUALITY ASSURANCE PROVISIONS:

By submitting an offer, the contractor certifies that the product offered meets: the specified finished product salient characteristics and all requirements of this contract; conforms to the producer's own specifications and standards, including product characteristics, manufacturing procedures, quality control procedures, and storage and handling practices; has a national or regional distribution from storage facilities located within the United States, its territories, or possessions; and is sold on the commercial market.

The Government reserves the right to determine proof of such conformance prior to the first delivery from the point of origin and any time thereafter, as may be necessary, to include delivery at final destination, and for the time the product is covered under warranty, to determine conformance with the provisions of the contract.

End item lots determined nonconforming may be reworked to correct or screen out the defective units. Rework shall only be considered acceptable to the Government when the rework procedure has a reasonable probability of correcting the deficiency.

An end item lot rejected by the contractor or Government must be reworked and re-offered within 30 days from the date of initial rejection.

The supplies or products furnished under the contract shall be produced in accordance with the provisions of 21 CFR, Part 110, "Current Good Manufacturing Practices in Manufacturing, Packing or Holding Human Food," and all regulations referenced therein.

7. DATE OF PACK

Acceptance will be limited to product processed and packed subsequent to date of award of delivery order. Additionally, all shipments of components/product from a producer to destination/assembly points shall not be older than 90 days at delivery.

Part 12 Clauses (CONTINUED)**8. PACKAGING:**

If applicable, preservation, packaging, etc. furnished by suppliers shall meet or exceed the following requirements:

Unit packages shall be designed and constructed so that the contents of each package shall be protected from damage during shipment and storage. Unit packages shall also be able to withstand subsequent handling. Unit packs susceptible to corrosion or deterioration shall be protected by preservative coatings. Items requiring protection from physical damage, or which are fragile in nature (i.e., glass) shall be protected by wrapping, cushioning, etc. or other means to mitigate damage during handling and shipment. If screw caps are used, they shall be secured to the bottles with a band of plastic shrink film or plastic tape. All bottles shall be hermetically sealed (inner seal) and secured to withstand any position in the shipping container without leaking.

9. LABELING:

If applicable, labeling for unit and intermediate containers shall meet those used in the commercial distribution or over the counter retail sales. The labeling shall be sufficient to clearly and visibly identify the contents of the package. All markings must comply with the applicable laws as set forth by the Federal Food Drug and Cosmetic Act and regulations promulgated there under.

10. PACKING:

If applicable, the shipping container (including any necessary blocking, bracing cushioning or waterproofing) shall comply with the regulations of the carrier used and provide safe delivery to the destination point at the lowest possible tariff cost. It shall be capable of multiple handling and storage under favorable conditions for a minimum of one year.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) FAR

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) DFARS

Attachments

CONTINUED ON NEXT PAGE

Attachments (CONTINUED)**List of Attachments**

Description	File Name
ATTACH_Contractor_s_signed_page	Nex-Xos signed contract page 1.pdf