

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

PAGE 1 OF 106

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER 1000146942			
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE3S1 22 R 0012		SOLICITATION ISSUE DATE 2022 OCT 13	
7. FOR SOLICITATION INFORMATION CALL: Noreen Killian PSPTRA9	a. NAME Noreen Killian PSPTRA9			b. TELEPHONE NUMBER (No Collect calls) Phone: 215-737-7718	8. OFFER DUE DATE/LOCAL TIME 2022 NOV 14	
9. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE		CODE SPE3S1	<input checked="" type="checkbox"/> 10. THIS ACQUISITION IS SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR SET ASIDE: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB 8 (A) <input type="checkbox"/> NAICS: 311999 SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO		CODE	16. ADMINISTERED BY		RFQ	IFB
17a. CONTRACTOR/ OFFEROR		FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES See Schedule	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			ARE ARE NOT ATTACHED			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

STANDARD FORM 1449 (REV. 2/2012)

Prescribed by GSA - FAR (48 CFR) 53.212

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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NO. 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (Print)	
			42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**TABLE OF CONTENTS FOR SOLICITATION: SPE3S1-22-R-0012**

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

REFERENCE

CAUTION NOTICE

This procurement is being solicited under the Federal Acquisition Regulations (FAR) part 12 as unrestricted with HUBZone price evaluation preference. Solicitation SPM3S1-22-R-0012 is for seven breakfast and eighteen lunch/dinner menus to be used in the Unitized Group Rations A (UGR-A) Program.

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

The resultant contract will be effective from:

Tier 1: Date of Award through 365 Days

Tier 2: Day 366 through 730

Tier 3: Day 731 through 1,095

Tier 4: Day 1,096 through 1,460

Tier 5: Day 1,461 through 1,825

There will be one award per CONUS customer location.

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

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

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

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

THE GOVERNMENT INTENDS TO AWARD TO THE RESPONSIBLE OFFEROR THAT CONFORMS TO THE SOLICITATION REQUIREMENTS, IS FOUND TO BE TECHNICALLY ACCEPTABLE AND OFFERS THE LOWEST PRICE FOR EACH CUSTOMER LOCATION.

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.

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

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

ALL SUPPLIERS ARE REQUIRED TO PROCESS INVOICES ELECTRONICALLY THROUGH WIDE AREA WORKFLOW (WAWF). WAWF a secure web based system for electronic invoicing, receipt, acceptance, and property transfer. WAWF allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment. It is also the only application that will be used to capture the Unique Identification (UID) of Tangible Items information. WAWF 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 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 WAWF system, please go to the following website: <https://wawf.eb.mil>.

The following attached forms require information to be furnished by each offeror

Any questions may be directed to the Contracting Officer, Noreen Killian at Noreen.killian@dla.mil

1. Complete Standard Form 1449, 17a, 17b, 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

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

4. Complete all of the following and any additional Offeror Representations and Certifications:

AUTHORIZED NEGOTIATORS PAGE 10X

FAR 52.212-3 OFFEROR REPRESENTATIONS
AND CERTIFICATIONS --COMMERCIAL ITEMS PAGE 25X

FAR 52.215-6 PLACE OF PERFORMANCE PAGE X101

Please submit the following identification numbers:

CAGE CODE: _____ DUNS #: _____.

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

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

CONTINUED ON NEXT PAGE

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

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/>.

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)52.204-7).** 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>.

CONTINUATION OF BLOCKS FROM SF 1449**Block 8:**

CONTINUED ON NEXT PAGE

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

OFFER DUE DATE/LOCAL TIME: MAY 16, 2023 @ 3:00 PM (EST)

Note: All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m. (See COVID-19 Notice below for revised location and hours), Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103, and except on the closing date of this solicitation, in which case delivery must be made by the time set for receipt of offers. Offerors using a commercial carrier service must ensure that the carrier service "hand carries" the package to the Business Opportunities Office (See COVID-19 Notice below for revised location and hours) specified above for hand carried offers prior to the scheduled closing time above. 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. 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.

Offerors 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) 737-7382, (215) 737-0317, or (215) 737-8556 (See COVID-19 Notice below for revised location and hours). 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 that the solicitation closes to allow for security processing and to secure an escort.

Note: This is a suggestion and not a guarantee that you will gain access to the base if you arrive one hour before the offer is due.

COVID-19 NOTICE:

DUE TO COVID-19, THE BID ROOM WILL NOT ACCEPT ANY PROPOSAL SUBMISSIONS AND IN-PERSON DELIVERIES BY A CONTRACTOR ARE NOT AUTHORIZED UNTIL FURTHER NOTICE. IN-PERSON DELIVERIES MAY BE MADE BY COMMERCIAL CARRIER; HOWEVER, OFFERORS ARE CAUTIONED THAT THE ON-BASE MAILROOM ACCEPTING THOSE DELIVERIES IS OPEN ONLY FROM 8:00 AM ET TO 11:00 AM ET MONDAY THROUGH FRIDAY (ASIDE FROM FEDERAL HOLIDAYS). ANY DELIVERIES RECEIVED OUTSIDE OF THOSE HOURS WILL BE REJECTED. IT IS SOLELY THE OFFEROR'S RESPONSIBILITY TO ENSURE ITS PROPOSAL IS RECEIVED BY THE DATE AND TIME SPECIFIED GIVEN THE LIMITATIONS OF DLA TROOP SUPPORT'S RECEIVING OFFICE LISTED BELOW:

**ATTN: NOREEN KILLIAN
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667**

1. Facsimile offers are not acceptable forms of transmission of initial proposals or revisions to initial proposals. E-mail offers are acceptable, and the suggested form of transmission, for submission of initial proposals. E-mail offers should be sent to the Contracting Officer, Noreen Killian (Noreen.killian@dla.mil).
2. Note: Offerors are advised that DLA Troop Support systems have certain email size and transmission limitations. Proposal submissions must be prepared accordingly. Individual email attachments should not exceed 5MB in size, and no individual email should exceed more than 10 MB per email (multiple email submissions may be

CONTINUED ON NEXT PAGE

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

necessary). When submitting multiple emails as a submission, label each email with a number (e.g., 1 of 8), accordingly. After transmitting an email submission, offerors should confirm receipt of all emails with the intended recipients. It is an offeror's responsibility to ensure its entire proposal is received by the date and time specified; emails must be transmitted in sufficient time to ensure and confirm receipt by the Government. Offerors are advised that DLA Troop Support's email system may rely on several different servers and/or security firewalls. As a result, there may be a lag time between the date/time stamp the offeror sends an offer via email and the date/time stamp indicates the offer is received by the authorized email address. For the purposes of establishing the timeliness of a proposal, only the date/time indicated by the authorized email address as having been received will be used. Any offer that is received by the authorized email address with a date/time stamp after the closing date/time of the subject solicitation will be considered late, regardless of the date/time when the email was sent or when initially received by Government servers. Late proposals will not be accepted or considered. As directed by the Contracting Officer, e-mail may also be used during discussions/negotiations, if discussions/negotiations are held, and for proposal revision(s), including Final Proposal Revision(s). The Contracting Officer, Noreen Killian (Noreen.killian@dla.mil) may receive the e-mailed proposal revisions. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, will be designated in that request. Note: Submission of proposals through the upload capability in DIBBs is prohibited.

NOTES:

- (1) The Government reserves the right to evaluate offers and make award(s) without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- (2) In accordance with L09 Reverse Auction (OCT 2016), the Government may utilize Reverse Auction as a pricing technique under this solicitation.

Block 15:

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

1. For CONUS orders, the government prefers a minimum of 21 calendar days delivery leadtime. Exceptions to this are Ft. Wainwright, AK; and Schofield, HI --these locations require a minimum leadtime of 28 calendar days.
2. For CONUS deliveries: Government Inspection and Acceptance will be performed at destination by authorized Government personnel.
3. Upon receipt, OCONUS order requests will be competed amongst CONUS awardees of this solicitation, who are successfully fulfilling all terms of their contract at the time an order request is completed. OCONUS Requested Load Date (date the last container must be ready for pickup) leadtimes will vary, depending on RDD. Minimum Required Load Date leadtime will be 45 days.
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

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

documentation, certification/certificates must be provided in a timely manner as to avoid delays in shipment.

5. Changes and/or cancellations to delivery order(s) may be made up to 2 business days 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.

7. 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 ration menus. Award will be made to the lowest offeror who can provide all requested menus and quantities. Split awards will not be made.

8. Upon receipt, CONUS order requests for a customer who does not have a contract (not one of the 27 customers listed on this solicitation) will be competed amongst the awardees of this solicitation who are successfully fulfilling all terms of their contract at the time an order request is completed. Leadtimes will vary, depending on the RDD. Minimum leadtime will be 7 days.

10. In evaluating prices, contractors will have the opportunity to offer FOB Destination prices for the CONUS request for pricing. Prices will be evaluated based on entire order quantity and ration menus. Award will be made to the lowest offeror who can provide all requested menus and quantities. Split awards will not be made.

Block 17A:

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

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

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

PRIMARY COMPANY POC/NEGOTIATOR:

PHONE #:

E-MAIL ADDRESS:

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

FAX NUMBER:

Block 17B:

Remittance Address:

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACTOR REGISTER (CCR)SYSTEM FOR AWARD MANAGEMENT (SAM).

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 Spreadsheets entitled “Attachment 3 --Table I Pricing Spreadsheet” and “Attachment 4 --Total Module Pricing Spreadsheet.” **Unit prices shall be limited to a maximum of two decimal places.** Offering on every customer location is not mandatory, however, offering on all five tiers is mandatory for any location offered upon. Offering on all menus per location for all five tiers is also mandatory. Failure to offer on five tiers may be deemed as non-acceptance of the tiers and could result in rejection of the offerors' proposal for that customer location. Tier 2 will follow Tier 1 upon expiration of that period, Tier 3 will follow Tier 2 upon expiration of that period, Tier 4 will follow Tier 3 upon expiration of that period, and Tier 5 will follow Tier 4 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.

***ONLY ONE PRICE PER LINE ITEM (MENU) PER TIER WILL BE ACCEPTED.**

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**Item Description:**

The following are the NSN and item descriptions for the twenty-fivefifty (25 full) menus:

8970-01-525-6344 UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 1, semi-perishable component (2 boxes), requires 8970-01-525-6726 breakfast menu 1, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6366 UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 2, semi-perishable component (2 boxes), requires 8970-01-525-6729 breakfast menu 2, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6370 UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 3, semi-perishable component (2 boxes), requires 8970-01-525-6733 breakfast menu 3, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6372 UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 4, semi-perishable component (2 boxes), requires 8970-01-525-6735 breakfast menu 4, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6377 UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 5, semi-perishable component (2 boxes), requires 8970-01-525-6739 breakfast menu 5, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6389 UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 6, semi-perishable component (2 boxes), requires 8970-01-525-6740 breakfast menu 6, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6720 UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 7, semi-perishable component (2 boxes), requires 8970-01-525-6744 breakfast menu 7, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6726

UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, breakfast menu 1, perishable component (1 or 2 boxes), requires 8970-01-525-6344 breakfast menu 1, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6729 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, breakfast menu 2, perishable component (1 or 2 boxes), requires 8970-01-525-6366 breakfast menu 2, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6733 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, breakfast menu 3, perishable component (1 or 2 boxes), requires 8970-01-525-6370 breakfast menu 3, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6735 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, breakfast menu 4, perishable component (1 or 2 boxes), requires 8970-01-525-6372 breakfast menu 4, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6739 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, breakfast menu 5, perishable component (1 or 2 boxes), requires 8970-01-525-6377 breakfast menu 5, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6740 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, breakfast menu 6, perishable component (1 or 2 boxes), requires 8970-01-525-6389 breakfast menu 6, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6744 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, breakfast menu 7, perishable component (1 or 2 boxes), requires 8970-01-525-6720 breakfast menu 7, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6783 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 1, semi-perishable component (2 boxes), requires 8970-01-525-6813 dinner menu 1, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

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

8970-01-525-6785 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 2, semi-perishable component (2 boxes), requires 8970-01-525-6815 dinner menu 2, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6786 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 3, semi-perishable component (2 boxes), requires 8970-01-525-6816 dinner menu 3, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6789 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 4, semi-perishable component (2 boxes), requires 8970-01-525-6817 dinner menu 4, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6790 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 5, semi-perishable component (2 boxes), requires 8970-01-525-6818 dinner menu 5, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6794 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 6, semi-perishable component (2 boxes), requires 8970-01-525-6820 dinner menu 6, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6796 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 7, semi-perishable component (2 boxes), requires 8970-01-525-6823 dinner menu 7, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6803 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 8, semi-perishable component (2 boxes), requires 8970-01-525-6825 dinner menu 8, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6804 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 9, semi-perishable component (2 boxes), requires 8970-01-525-6827 dinner menu 9, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6805 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 10, semi-perishable component (2 boxes), requires 8970-01-525-6830 dinner menu 10, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6806 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 11, semi-perishable component (2 boxes), requires 8970-01-525-6832 dinner menu 11, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6807 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 12, semi-perishable component (2 boxes), requires 8970-01-525-6849 dinner menu 12, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6809 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 13, semi-perishable component (2 boxes), requires 8970-01-525-6852 dinner menu 13, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6810 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 14, semi-perishable component (2 boxes), requires 8970-01-525-6856 dinner menu 14, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6813 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 1, perishable component (1 or 2 boxes), requires 8970-01-525-6783 dinner menu 1, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6815 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 2, perishable component (1 or 2 boxes), requires 8970-01-525-6785 dinner menu 2, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6816 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 3, perishable component (1 or 2 boxes), requires 8970-01-525-6786 dinner menu 3, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6817 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 4, perishable component (1 or 2 boxes), requires 8970-01-525-6789 dinner menu 4, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6818 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 5, perishable component (1 or 2 boxes), requires 8970-01-525-6790 dinner menu 5, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

8970-01-525-6820 UNITIZED GROUP RATION-A OPTION (UGR -A), 50 meals, dinner menu 6, perishable component (1 or 2 boxes), requires 8970-01-525-6794 dinner menu 6, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

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

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

8970-01-586-3289

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

8970-01-586-3288 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

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

8970-01-586-3290 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

8970-01-586-3299

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

8970-01-586-3292 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

8970-01-586-3302

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

8970-01-586-3300 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

Min/ Estimated / Max Qty. Unit of Issue

5-Year Contract Period (Total of all locations) 86,330 / 863,300 / 1,294,950 Full Modules

CONTINUED ON NEXT PAGE

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

(Includes Semi + Peri)

Customer estimates can be found on each tab of **Attachment 4: Total Module Pricing Spreadsheet**.

CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions --Commercial Products and Commercial Services (NOV 2021)

(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 Federal Acquisition Regulation (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

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

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](#)

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

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

CONTINUED ON NEXT PAGE

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

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 FAR [32.608-2](#) 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.](#)

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

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) [Reserved]

(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:

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

(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 and Acceptance at Destination for CONUS.

Inspection and Acceptance at Origin for OCONUS.

(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 2008Jan 2017) 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.

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

CONTINUED ON NEXT PAGE

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

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)

(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.

CONTINUED ON NEXT PAGE

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

(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.

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

(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

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

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”.

52.212-3 OFFER REPRESENTATION AND CERTIFICATIONS --COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

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

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

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service --

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

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

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).

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

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.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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" --

Sensitive technology --

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

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

- (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 --

(1) 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.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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.

Veteran-owned small business concern means a small business concern --

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

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

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

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

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

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

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

(b) (1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) 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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). 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.

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

(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

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

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 <http://uscode.house.gov/> 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) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "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:

[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) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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."

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

(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:

[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.

Other Foreign End Products:

[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:

[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:

[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":

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

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

[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:

[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 the threshold at [9.104-5\(a\)\(2\)](#) 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.*

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

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

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

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

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

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

(1) *Listed end products.*

[List as necessary]

(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 -

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

(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; an

(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.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM 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*.

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

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 the threshold at FAR [25.703-2\(a\)\(2\)](#) 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 (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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,

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

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) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301\(d\)\(1\)](#)).

(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

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

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).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that -

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS --COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

(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 products and commercial services:

(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) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 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 products and commercial services:

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([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 (Jun 2020) (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

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

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. (Nov 2021) ([31 U.S.C. 6101 note](#)).

— X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

— (10) [Reserved].

— (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ([15 U.S.C. 657a](#)).

— X (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

— (13) [Reserved]

— (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#))

— (ii) Alternate I (Mar 2020) of [52.219-6](#).

— (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

— (ii) Alternate I (Mar 2020) of [52.219-7](#).

— X (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

— X (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

— (ii) Alternate I (Nov 2016) of [52.219-9](#).

— X (iii) Alternate II (Nov 2016) of [52.219-9](#).

— (iv) Alternate III (Jun 2020) of [52.219-9](#).

— (v) Alternate IV (Sep 2021) of [52.219-9](#).

— (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

— (ii) Alternate I (Mar 2020) of [52.219-13](#).

— (19) [52.219-14](#), Limitations on Subcontracting (Sep 2021) ([15 U.S.C. 637s](#)).

— X (20) [52.219-16](#), Liquidated Damages --Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

— (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ([15 U.S.C. 657f](#)).

— X (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).

— (ii) Alternate I (Mar 2020) of [52.219-28](#).

— (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ([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 (Sep 2021) ([15 U.S.C. 637\(m\)](#)).

— (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

— X (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15U.S.C. 637\(a\)\(17\)](#)).

— X (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

— X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

— X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

— X (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

— (ii) Alternate I (Feb 1999) of [52.222-26](#).

— X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

— (ii) Alternate I (Jul 2014) of [52.222-35](#).

— X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

— (ii) Alternate I (Jul 2014) of [52.222-36](#).

— X (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

— X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

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

X (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([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).

— (36) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

— (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 Televisions (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 (May 2020) ([42 U.S.C. 8259b](#)).

X (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](#).

— (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E. O. 13513).

— (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

— (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

— (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

— (ii) Alternate I (Jan 2017) of [52.224-3](#).

— (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ([41 U.S.C. chapter 83](#)).

— (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C. chapter83](#), [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 (Jan 2021) of [52.225-3](#).

— (iii) Alternate II (Jan 2021) of [52.225-3](#).

— (iv) Alternate III (Jan 2021) of [52.225-3](#).

X (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

— (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (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. 2302Note](#)).

— (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) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

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

- (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
 - (ii) Alternate I (Apr 2003) of [52.247-64](#).
 - (iii) Alternate II (Nov 2021) 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 products and commercial services:

[Contracting Officer check as appropriate.]

- (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter67](#)).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [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](#)).
- (5) [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](#)).
- (6) [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](#)).
- (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(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, as defined in FAR [2.101](#), on the date of award of this contract, 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

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

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 products or commercial services. 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 (Nov 2021) ([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) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([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 the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii) (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (Mar 2015) of [52.22250](#) ([22 U.S.C. chapter 78 and E.O. 13627](#))

(xiv) [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](#)).

(xv) [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](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

(xx) [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](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(3) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019)

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

“Indian” means --

(1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c); and

(2) Any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

“Native Hawaiian small business concern” means an entity that is --

(1) A small business concern as defined in Section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to --

(1) For matters relating to Indian organizations or Indian-owned economic enterprises:

U.S. Department of the Interior Bureau of Indian Affairs
Attn: Chief, Division of Contracting and Grants Administration
1849 C Street NW, MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns:

Department of Hawaiian Home Lands PO Box 1879
Honolulu, HI 96805.

The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

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

(e) No incentive payment will be made --

- (1) While a challenge is pending; or
- (2) If a subcontractor is determined to be an ineligible participant.

(f) (1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000.

52.208-9 Contractor Use of Mandatory Sources of Supply or Services (May 2014)

(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

3000 Potomac Avenue

Alexandria, VA 22314-1691

(703) 310-0313; and

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

(2) SourceAmerica

8401 Old Courthouse Road

Vienna, VA 22182

(571) 226-4626

Point of contact is Caroline LeVere-Williams, Contracts Administration Manager, cjwilliams@nib.org (703) 310-0313. SourceAmerica POC - Norrie Thomas (571)226-4626; nthomas@sourceamerica.org

52.216-18 ORDERING (AUG 2020)

(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 Schedule. Such orders may be issued from Date of issue through Day 1,8265 [insert dates].

(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) A delivery order or task order is considered "issued" when --

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either --

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

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

ECONOMIC PRICE ADJUSTMENT (EPA) FOR UGR-A COMPONENTS

(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 10 PERISHABLE - 8970-01-525-6830 -Chicken Monterey

Net Net Unit Case Qty/ Units/ Component

Menu Item Unit Price Pack Ration Ration \$ / Ration

CONTINUED ON NEXT PAGE

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

Chicken Monterey CS \$50.00 50 PC 50 PC 50/50 \$50.00

Brownie CS \$22.00 25 EA 2 EA 50/50 \$44.00

Total Components Price \$94.00

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

(3) "Distribution price" means the firm fixed price portion of the contract unit price, offered as a dollar amount per unit of issue, which represents all the elements of the contract price other than the total components price. The distribution price typically covers the Contractor's projected general and administrative expenses, overhead, packaging costs, transportation costs from the contractor's distribution/assembly point, and any other projected expenses associated with delivery to DLA Troop Support's customers, plus profit. This price shall remain constant for the complete term of the contract period then in effect. Distribution prices shall be formatted no more than 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

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

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, 3:00 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 10:

Price Effective for Ordering Week 19-25 June 2022

LUNCH/DINNER MENU 10 PERISHABLE - 8970-01-525-6830 - Chicken Monterey

Net Net Unit Case Qty/ Units/ Component

Menu Item Unit Price Pack Ration Ration \$ / Ration

Chicken Monterey CS \$50.00 50 PC 50 PC 50/50 \$50.00

Brownie CS \$22.00 25 EA 2 EA 50/50 \$44.00

Total Components Price \$94.00

Distribution Price \$14.25

Contract Unit Price \$108.25

On 22 June 2022, the Contractor has received a new delivery of Chicken Monterey at \$53.00 per case, and Brownie at a delivered price of \$21.00 per case. The Contractor would request a contract unit price change for the week of June

CONTINUED ON NEXT PAGE

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

26 --July 2, 2022 as follows:

Net	Net	Unit	Case	Qty/	Units/	Component			
Menu	Item	Unit	Price	Pack	Ration	Ration			
Chicken	Monterey	CS	\$53.00	50	PC	50	PC	50/50	\$53.00
Brownie	CS	\$21.00	25	EA	2	EA	50/50	\$42.00	
Total Components	Price							\$95.00	
Distribution	Price							\$14.25	
Contract	Unit Price							\$109.25	

(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.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than 24 Modules (12 Semi and 12 Peri), 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 500 modules.

(2) Any order for a combination of line items in excess of 1,000,000 modules. 150% 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 business 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.

52.216-22 Indefinite Quantity (OCT 1995)

(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.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)**

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

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

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

(d) The certificate shall read as follows:

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

Date of Execution: _____

Signature: _____

Title: _____

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative --

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the

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

Government; and (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled --

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.211-16 VARIATION in Quantity (Apr 1984)

(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

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services -- Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or

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

Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that --

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that --

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

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

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services --

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

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means -

(1) *Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);*

(2) *For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);*

(3) *Telecommunications or video surveillance services provided by such entities or using such equipment; or*

(4) *Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.*

Critical technology means -

(1) *Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;*

(2) *Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-*

(i) *Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or*

(ii) *For reasons relating to regional stability or surreptitious listening;*

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

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as

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

critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing --

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

The following additional clauses are incorporated by reference:

CLAUSE NUMBER TITLE/DATE

252.204-7003 Control of Government Personnel Work Product (APR 1992)

52.209-7004 Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Country That Is A State Sponsor Of Terrorism (May 2019)

52.211-17 Delivery of Excess Quantities (SEP 1989)

252.211-7006 Passive Radio Frequency Identification (DEC 2019)

252.225-7002 Qualifying Country Sources as Subcontractors (MAR2022)

252.232-7010 Levies on Contract Payments (DEC 2006)

52.232-17 Interest (MAY 2014)

52.242-13 Bankruptcy (JUL 1995)

52.242-15 Stop Work Order (AUG 1989)

52.247-29 F.O.B. Origin (FEB 2006)

52.247-34 F.O.B. Destination (NOV 1991)

52.247-59 F.O.B. Origin --Carload and Truckload shipments (APR 1984)

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

STATEMENT OF WORK

I. INTRODUCTION

1. DLA Troop Support intends to support the needs of its customers by entering into one Indefinite Quantity Contract (IQC) per customer location to supply Unitized Group Ration-A (UGR-A). The UGR-A is a ration consisting of the entire semi-perishable, perishable food components and disposable items (i.e. cups, trays, dining packets, trash bags) necessary to feed complete meals to 50 individuals. There are seven breakfast, fourteen lunch/dinner, and four short order 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 five Tiered periods.

TIER 1: Date of Award through September 365 Days

TIER 2: Day 366 through Day 730

TIER 3: Day 730 through Day 1,095

TIER 4: Day 1,096 through Day 1,460

TIER 5: Day 1,461 through Day 1,825

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. Offering on all five tiers is mandatory. Failure to offer on five 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, Tier 4 will follow Tier 3 upon expiration of that period and Tier 5 will follow Tier 4 upon expiration of that period.

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

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.

3. Definitions

- a. Full Ration Module - The full ration module is the end-item ration, which contains the entire contents of the menu to feed fifty individuals. The full 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.

4. Item Description

The UGR-A ration has seven (7) breakfast, fourteen (14) lunch/dinner menus, and four (4) Short Order lunch/ dinner menus. The ration module menus and components are described at Attachment 2a (Table I) and Attachment 2b (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.

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 86,330 Full Ration Modules (86,330 Semi and 86,330 Peri)
- The estimated quantity for the 5-year contract period will be 863,300 Full Ration Modules (863,300 Semi and 863,300 Peri)
- The maximum quantity for the 5-year contract period will be 1,294,950 Full Ration Modules (1,294,950 Semi and 1,294,950 Peri)
- The above minimum and maximum quantities assume one contract is awarded for the total 27 locations under this solicitation. If multiple awards are made from this solicitation, then the guaranteed minimum and maximum quantities for the resulting contracts will vary depending on the estimated minimum and maximum quantities of the line items under each respective contract. The awarded contract minimum will be 10% of the 5 year total estimated quantity for each awarded customer under that contract.
- The awarded contract maximum will be 150% of the 5 year total estimated quantity for each awarded customer under that contract.

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

III. ITEM ADDITIONS/DELETIONS/REPLACEMENTS

The Government may add, delete, or replace items on the contract as military needs change as outlined below:

A. The Government reserves the right to add new items to the resultant contract(s), through bilateral modification. If one contract is awarded, pricing for new items will be negotiated with the awardee and must be found fair and reasonable by the Contracting Officer. If multiple awards are made, new items will be competed amongst awardees, utilizing Lowest Price Technically Acceptable evaluation criteria for award as provided in this solicitation.

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.

B. If multiple awards are made and an awardee defaults on any particular item(s), then the Government reserves the right to delete such item(s) from the defaulted awardee's contract and add those items to another awardee's contract. For another awardee to have such item(s) added to its contract, that awardee must be able to meet all technical acceptability requirements of this solicitation with respect to such item(s). If only two contracts are awarded under this solicitation, the awardee receiving the item(s) must agree to sell the item(s) at the price that such item(s) was/were originally awarded to the defaulting awardee. If more than two contracts are awarded under this solicitation, then the Government will compete the item(s) among the other awardees using LPTA procedures, but the other awardees competing must agree to sell the item(s) at a price no higher than the price that such item(s) was/were originally awarded to the defaulting awardee.

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

D. 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 reserves the right to conduct negotiations. 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. Any information provided

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

during negotiations, to include all changes to the initial offer, must be submitted by the time and date specified at the time of Final Proposal Revisions. Information not submitted by the specified date and time will not be considered by the Government during final evaluations.

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. Responses to negotiations, including Final Proposal Revisions, 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.

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/manufacturers 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 [DLA Troop Support](#). 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;

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

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 Food Protection and Public Health Sanitation Division Veterinary Services' 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 Food Protection and Public Health Sanitation Division Veterinary Services' 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 UGR-A homepage: <https://www.dla.mil/Troop-Support/Subsistence/Operational-rations/UGR-A/>. The completed form shall be submitted via email to the Troop Support Consumer Safety Office (dscpconssafoc@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 The U.S. Army Combat Capabilities Development Command, known as DEVCOM, DEVCOM for evaluation. UGR-A contractors are responsible for making arrangements to ship New Source items AND the control samples to DEVCOM 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 DEVCOM.

5) If the DEVCOM sensory evaluation results indicate the New Source is NOT acceptable for the UGR-A program and has a rating of 6.0 or lower, the contractor will be responsible for the cost of the DEVCOM evaluation, 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 MAY UTILIZE AN ALREADY APPROVED SOURCE OR MAY SUBMIT AN ALTERNATE SOURCE (COMPONENT MODEL) FOR CONSIDERATION. BE AWARE THAT ANY SUBMISSION OF AN ALTERNATE SOURCE WILL BE REFERRED TO NATICK FOR CONSIDERATION AND DETERMINATION OF ACCEPTABILITY. TO BE ELIGIBLE FOR AWARD ANY ALTERNATE ITEM MUST BE FOUND TO BE ACCEPTABLE AND APPROVED BY NATICK PRIOR TO AWARD.

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

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: 7360-01-509-3586), from LC Industries, Inc., POC: Keith Clarin: Keith.Clarin@lc-Ind.com

2) UGR-A Trash Bags (4 count, NSN: 8105-01-521-6616) from Envision, Inc., POC: Kathy Vines, Envision Office: 316-425-7105, Kathy.Vines@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: Travis Smith, TSmith@lighthouselouisiana.org; 225-275-1200 ext. 315

4) UGR-A Spices from Unitel Division of CDS Inc., POC: Chad Williams, chad.williams@chad.williams@cdsmonarch.org

5) UGR-A Trays (5 Compartment, NSN: 7350-01-411-5266) from Lighthouse for the Blind in New Orleans, POC: Travis Smith, TSmith@lighthouselouisiana.org; 225-275-1200 ext. 315

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. SourceAmerica POC - Norrie Thomas (571)226-4626; nthomas@sourceamerica.org

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 \$7.07 per bag thru 10/7/2024

TRASH BAGS:

FOB-Destination Price: \$1.39 thru 8/27/2024

DISPOSABLE CUPS:

The FOB Destination price is \$87.91 per box thru 4/8/2025

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

TRAYS:

The FOB Destination price is \$110.57 per box thru 4/8/2025

SPICES (All):

Cinnamon Maple Sprinkles: \$0.60 Each
Onion, Minced: \$0.53 Each
Poultry Seasoning: \$0.33 Each
BBQ Spice Blend: \$0.59
Steak Seasoning: \$0.68 Each
Pepper, Black, Ground: \$0.49 Each
Salt, Table, Iodized: \$0.41 Each
Garlic Powder: \$0.43
Vegetable Seasoning: \$0.65

IX. ADDITIONAL REQUIREMENTS

A. Delivery Information:

- 1) Initial order will have a 30-day after receipt of order (ARO).
- 2) Any additional CONUS orders will have a 21 or 28 day ARO (depending on delivery location).

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) All delivered CONUS UGR-A modules shall have at least 3 months 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 Hawaii deliveries, all delivered UGR-A modules shall have at least 4 month shelf-life (at 80°F 80oF for semi-perishable modules and at 0°F 0oF for perishable modules) remaining at time of contract delivery for all carlot truckload shipments and 3 month shelf-life remaining at time of delivery for less-than-carlot truckload shipments, as determined by the Inspection Date.

4) For Alaska deliveries, all delivered UGR-A modules shall have at least 6 month shelf-life (at 80°F 80oF for semi-perishable modules and at 0°F 0oF for perishable modules) remaining at time of shipment from contractor's facility, and at least 5 months shelf life remaining at time of contractor delivery, as determined by the Inspection Date.

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

D. Delivery Orders

1) Delivery orders will specify delivery no less than twentyone calendar days from the date of order. Changes or cancellations to delivery orders may be made by notifying the contractor no more than two business days after order has been placed.

2) 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 24 Modules (12 Semi and 12 Peri)

3) 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.

4) 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).

5) The total of the delivery orders issued during the Tier One contract period will apply to the minimum guarantee. 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.

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. Rick Potter at 215-737-0559 or Richard. potter@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.

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

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 received copy of the invoice/delivery ticket to DLA Troop Support at the following address: Richard.potter@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 received, 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

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

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.

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

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:

Jasmine Brown, Contracting Officer, 267-608-6862 Jasmine.Brown@dla.mil

Dean Schoendorfer, Contract Specialist, 445-737-3626, Dean.Schoendorfer@dla.mil

Shannon Dempsey, Food Technologist, 215-737-7802, Shannon.Dempsey@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.

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

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 procedures contained in the "Integrated Pest Management (IPM) Program Requirements for Operational Rations," of 15 November 2017 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 is required to be submitted to DLA Troop Support upon submittal of proposals. Associated pesticide labels and SDS documents are not required but are to be made available upon request by 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: https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_ipm-cpaf_171120.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

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

Contracting Officer with an attached report of corrective action.

3. 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/DoDApprovedFoodSources.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 <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-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 <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>. 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

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

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 <https://www.fda.gov/food/guidance-documents-regulatory-information-topic-food-and-dietary-supplements/milk-guidance-documents-regulatory-information>.

(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: <https://apps.ams.usda.gov/dairy/ApprovedPlantList/>) 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.

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

(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.

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

1. INTEGRATED PEST MANAGEMENT

The procedures contained in the "Integrated Pest Management (IPM) Program Requirements for Operational Rations," of 15 November 2017 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 is required to be submitted to DLA Troop Support upon submittal of proposals. Associated pesticide labels and SDS documents are not required but are to be made available upon request by 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: https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_ipm-cpaf_171120.pdf

2. 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 <https://www.dla.mil/Troop-Support/Subsistence/Food-Safety/Food-Quality/> or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Product Protection Branch (DLA Troop Support-FTSB). The Quality Audits Food Defense Branch (FTSB) is the only DLA/DLA Troop Support office authorized to receive, review and approve Food Defense Plans. ALL Food Defense Plans and QSPs are maintained and secured by FTSB.

V. 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.

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

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

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

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:

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

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**

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

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: dlaoceanccontainers@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.

VI. MARKING OF UNIT LOADS

1. Marking of Shipping Containers

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

1) A side panel shall be marked accordingly:

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

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

Menu, Number and Name

NSN:

Box Number

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

Complete Ration Module Includes

Box 1 of 3 Dry Storage 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 10 - Chicken Monterey Bar Code

8970-01-525-6830

Box 1 of 3

Complete Ration Module Includes:

PKD/LOT

Box 1 of 3 Dry ITD

Box 2 of 3 Dry

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

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

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

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

Contract Number

Contractor's name and address

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

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

4) An end panel shall be marked accordingly:

The following shall be marked with a minimum 1 3/4 inch characters:

CONTINUED ON NEXT PAGE

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

UGR-A

The following information shall be marked with a minimum 1 inch capital letters and numeric and $\frac{3}{4}$ inch minimum lower case characters:

Menu, Number and Name

NSN:

Box Number

The following is provided as an example:

UGR-A

Lunch/Dinner Menu 10 - Chicken Monterey

8970-01-525-6830

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

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

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

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

load, more than one menu may be shipped on a pallet in order to ship complete units. Menus should be segregated to reduce the number of mixed unit loads shipped. Unit load markings must reflect all menus and quantities placed on any given pallet.

3. OCONUS Shipment Requirements

a. Status of Forces Agreements (SOFA)

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

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

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

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

CUSTOMS DOCUMENTS

MANIFESTS

INSPECTION CERTIFICATIONS

TRANSPORTATION DOCUMENTS

PHOTOSANITARY CERTIFICATES

HEALTH CERTIFICATES

WHOLESOMENESS CERTIFICATES

NOTE 1: Offerors are advised to acquire specific country requirements through the USDA Export website, <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: 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:**

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

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

VII. 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

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

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:

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.

a. 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

CONTINUED ON NEXT PAGE

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

(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.

VIII. 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 any time 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

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

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 the entire 5 year contract, 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 any time, for all terms of the

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

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

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

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

XIV. 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

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

contract. The documented QSP shall include the quality system procedures and outline the structure of the documentation used in the quality system. When the requirements of the Statistical Process Control Quality Assurances Provision (SPC QAP) and/or the 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 non-compliances **within one working day** using the Corrective Action Request (CAR) Form. QSP evaluations and CARs shall be emailed to the DLA Troop Support-FTSB Operational Rations Quality Systems Audit

Team at SubsistenceQualitySystems@dla.mil, or mailed to the following address (**the preferred and most expeditious method is via Email**):

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

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

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

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).

NOTE: 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 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

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

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

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.

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

Definitions:

Menu transition period: April 1st through 30 June of menu transition year. Transitions will take place on Calendar Year 2025, Calendar Year 2027, and Calendar Year 2029.

During menu transition period, DLA Troop Support evaluate offerors for completed orders based on the following criteria:

1. Contractors who have completed a **full or partial** menu transition **before the effective date** will **NOT** be given preference over those who are not fully or partially transitioned.
2. It is intended that the menu transition period will be completed by June 30th of each transition year. Should the contracting officer determine, at his/her sole discretion, that it is the Government's best interest to extend the transition period, then the transition period may be extended beyond the June 30th date. In the event that occurs, the evaluation of fully transition and partially transitioned menus for award for OCONUS and added CONUS locations will follow the criteria outlined in this section up until the new cutoff transition date that is established by the Contracting Officer.

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

3. Award of menus based on total menu price. Menus shall not be split between Semi and Peri.

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

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

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.

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

SOLICITATION PROVISIONS

NOTE: 52.212-1, Instructions to Offerors --Commercial Items (NOV 2021) 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:

Paragraph (b), Submission of Offers.

1. 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).
2. 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.
3. **SUBMISSION REQUIREMENTS:** Offerors are required to submit the following:
 - a. Completed solicitation,
 - b. Business (Price) proposal
 - c. Technical proposal which includes the Subcontracting Plan, Quality System Plan (QSP), Food Defense Plan and Pest Management Plan. The Subcontracting Plan, Quality System Plan , Food Defense Plan and Pest Management Plan must be four separate documents from the completed solicitation and pricing proposal. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention the Government.

A. BUSINESS (PRICE) PROPOSAL

1. Offerors shall submit their Business (Price) Proposal by completing the pricing spreadsheets entitled “Attachment 3 --Table I Pricing Spreadsheet” and “Attachment 4 --Total Module Pricing Spreadsheet.” Please see “Attachment 9 --UGR-A Approved Sources” for a list of approved Brands.

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

2. The Government reserves the right to require information other than certified cost or pricing data, as defined at FAR 2.101 to support a determination of a fair and reasonable price or cost realism of any offer. (See FAR 15.403-1(b)).
3. Unit prices shall be limited to a maximum of two decimal places. Offering on every customer location is not mandatory, however, offering on all five tiers is mandatory for any location offered upon. Offering on all menus per location for all five tiers is also mandatory. Failure to offer on five tiers may be deemed as non-acceptance of the tiers and could result in rejection of the offerors' proposal for that customer location.

4. ONLY ONE PRICE PER LINE ITEM (MENU) PER TIER WILL BE ACCEPTED.

A. Offeror shall submit their price proposals by completing the "Attachment 3: Table I Pricing Spreadsheet SPE3S122R0012" and "Attachment 4: Total Module Pricing Spreadsheet SPE3S122R0012", 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 3: Table I Pricing Spreadsheet SPE3S122R0012."

B. The Offeror shall complete and submit the following information on the Attachment 3: Table I Pricing Spreadsheet SPE3S122R0012:

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 4: Total Module Pricing Spreadsheet SPE3S122R0012:

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 18 NSN's), and a single Distribution Price for delivery of a Breakfast Semi-perishable module (for the 7 NSN's), a single Distribution Price for delivery of a Dinner Semi-perishable module (for the 18 NSN's), for the contract Tier One Period, Tier Two Period, Tier Three Period, Tier Four Period, and Tier Five Period. Offeror will also need to pull the total Semi and Peri module prices from Attachment 3 and insert them into column D on Attachment 4.

D. The Total Module Pricing Spreadsheets (Attachment 4) will use the above information to calculate Grand Total Module Price for the 50 NSN's (7 Breakfast semi-perishables and 7 Breakfast perishables, and 18 Dinner semi-perishables and 18 Dinner 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, Tier Three, Tier Four, and Tier Five Pricing

1. Offeror shall submit a distribution price for each ration module category (breakfast and lunch/dinner), for each tier period, as well as the Tier One period, as described above. The distribution price shall remain constant for

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

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.

B. TECHNICAL PROPOSAL

1. Offerors shall submit each of the following: Quality System Plan, Integrated Pest Management Plan, Food Defense Plan, and Small Business Subcontracting Plan (applicable to large business). Each plan will be evaluated against the requirements listed on the following attachments: Attachment 5 --Food Defense Evaluation, Attachment 6 --Quality System Plan Evaluation, Attachment 7 --Pest Management Plan Evaluation, Attachment 8 --Subcontracting Plan Evaluation. A plan will be considered acceptable when all requirements (listed in the attachment) regarding that plan are met. An offer must have an acceptable rating on ALL required plans to be considered technically acceptable. **Offerors may submit component sources that are not on the Approved Source List (Attachment 9 UGR-A Approved Sources).** Should an offeror submit such a source, they must submit two Component Models (samples of the item from an alternate source) for evaluation to the following:

U.S. ARMY COMBAT CAPABILITIES DEVELOPMENT
COMMAND-SOLDIER CENTER NATICK SOLDIER
SYSTEMS CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760-5056
Lab #508-206-3315
Jill.M.Bates@us.army.mil

The Offeror shall provide a complete list of its Component Models submitted, with its technical proposal, to include: item, source of supply name and address, and item lot number. Note: Offerors must submit Component Models to Natick for evaluation and consideration for addition to the approved sources list prior to solicitation closing, if offering alternate sources for consideration and evaluation for award under this solicitation. Following award, the contract holder may submit additional sources for approval and inclusion as approved sources in accordance with the requirements of the resulting contract.

Note: The end or side of the box submitted to Natick should have a sticker, or be printed on the box, with the following information:

Component Model
Solicitation Number
Product Identity Lot #
Offeror Company Name and Address
Offeror Point of Contact Name and Phone Number

Inside the case, along with the samples, should be the required paperwork, fully identifying the product, solicitation number, USDA certification (if required), Certificate of Conformance (if required), or any other information to assist in identifying the product and conducting the evaluation. Paperwork must also include the Item Specification (found in Attachment 2b- Table II).

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

Offerors may direct proposed subcontractors to submit Component Models directly to Natick on their behalf. In those instances, the offeror will send written notification of such Component Model to the Contracting Officer. The Component Models must be received no later than the time set for receipt of offers. Component Models will be evaluated to determine compliance with all characteristics listed for evaluation as provided later in the solicitation. Failure to furnish Component Models by the time specified in the solicitation may be cause for rejection of the proposal. An offer may be rejected, as appropriate, under the late offer clause, for technical unacceptability, or because additional submission will be tantamount to submission of new or alternate offers. A cover letter may accompany the offer to set forth any information you wish to bring to the attention of the Government.

Component Models are to be submitted at no expense to the Government and must be received prior to the time set for receipt of offer. Component Models will become the property of the Government and will not be returned to the offeror. If an offeror's offer includes an item(s) from a source not listed on the "Attachment 9 UGR-A Approved Sources" list and the offeror fails to timely submit Component Model(s) for the alternate source(s) quoted, then the offer may be rejected.

(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 no less than 21 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.

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

Period of acceptance is 240 days.

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

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

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

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

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

A. Offeror shall submit their price proposals by completing the “Attachment 3: Table I Pricing Spreadsheet SPE3S122R0012” and “Attachment 4: Total Module Pricing Spreadsheet SPE3S122R0012”, 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 3: Table I Pricing Spreadsheet SPE3S122R0012.”

B. The Offeror shall complete and submit the following information on the Attachment 3: Table I Pricing Spreadsheet SPE3S122R0012:

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 4: Total Module Pricing Spreadsheet SPE3S122R0012:

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 18 NSN's), and a single Distribution Price for delivery of a Breakfast Semi-perishable module (for the 7 NSN's), a single Distribution Price for delivery of a Dinner Semi-perishable module (for the 18 NSN's), for the contract Tier One Period, Tier Two Period, Tier Three Period, Tier Four Period, and Tier Five Period. Offeror will also need to pull the total Semi and Peri module prices from Attachment 3 and insert them into column D on Attachment 4.

D. The Total Module Pricing Spreadsheets (Attachment 4) will use the above information to calculate Grand Total Module Price for the 50 NSN's (7 Breakfast semi-perishables and 7 Breakfast perishables, and 18 Dinner semi-perishables and 18 Dinner perishables), the Total Breakfast and Dinner Ration Prices for all contract periods.

E. Delivered component prices entered on Attachment 10, Component List Spreadsheet are required to be substantiated with invoices and/or quotes and prices offered must match the manufacturer's quote and/or invoice. The quote/invoice supplied to support each delivered component price should also be reflective of comparable quantities to those being solicited and evaluated under the solicitation. Invoices are the preferred form of supporting documentation. However, if invoices are not available because the vendor has not procured the delivered component item in question within the designated timeframe, quotes may be acceptable at the Contracting Officer's discretion. Manufacturer quotes and/or invoices must reflect the delivered 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”). Manufacturer quotes and/or invoices should reflect prices effective no earlier than July 2, 2024. Offerors must complete column “C” and of attachment 10 for each component item. Should the number of units per mod listed in column “D” not match the number of units that the offeror is providing per mod, please indicate the correct number of units per mod in column “G.”

Attachment 10—Component List Spreadsheet

“Attachment 10 Component List Spreadsheet” has been revised to include additional columns to clarify the unit costs provided by the offeror. We are requesting a breakout of the freight cost if assembler is picking up components as opposed to having them delivered.

Offerors must complete columns “D, E, F, and H.” Depending on the answer to the question posted in column “H,” offeror may need to provide information in column “I”.

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

Please see example below regarding proper practices when completing Attachment 10.

Item #	Semi/Peri	Component	Total Price per Unit	Units per Mod	Total Price per Mod	Does Unit Price listed on the quote/invoice include delivery to assembler? Y or N	Freight Cost for pickup from manufacturer and delivery to assembler
1	Semi-Perishable	Dining Tray	\$1.50	1	\$1.50	Y	\$0.00
2	Semi-Perishable	Cup, Paper	\$2.00	1	\$2.00	N	\$0.20 The \$2.00 price in Column D reflects the cost of the item listed on the quote/invoice (\$1.80) plus the cost for delivery (\$0.20)

QUOTES/INVOICES

Delivered component prices entered on Attachment 10, Component List Spreadsheet are required to be substantiated with component invoices and/or quotes and prices offered must match the manufacturer's quote and/or invoice. The quote/invoice supplied to support each delivered component price should also be reflective of comparable quantities to those being solicited and evaluated under the solicitation. Invoices are the preferred form of supporting documentation. However, if invoices are not available because the vendor has not procured the delivered component item in question within the designated timeframe, quotes may be acceptable at the Contracting Officer's discretion. Manufacturer quotes and/or invoices must reflect the delivered 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"). For component quotes/invoices that do not include the freight cost, an actual quote/invoice for the freight (from whoever is providing the service) must be provided. Manufacturer quotes and/or invoices should reflect prices effective no earlier than July 2, 2024.

An invoice/quote **MUST** be provided for ALL components (Item #1 - #154).

Only **ONE** quote/invoice price per component is permitted.

Each component quote/invoice **MUST CLEARLY STATE** if price provided is FOB Origin or FOB Destination.

All quotes/invoices provided must be on company letterhead and signed.

Note: An individual manufacturer's quoted price may expire before your offer expires. Your offer should be valid 90 days from the date specified for receipt of offers (initial or revised, whichever is later). Furthermore, the first post award catalog will be established at the awarded prices. Delivered component prices will only be eligible for change in accordance with the economic price adjustment clause and any other terms of the solicitation and resulting contract. Thus, you may be required to purchase items at offered prices despite price increases prior to actual award.

Note: All quotes/invoices provided must be on company letterhead and signed. An email quote is not acceptable.

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

G. 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.

H. Tier Two, Tier Three, Tier Four, and Tier Five Pricing

1. Offeror shall submit a distribution price for each ration module category (breakfast and lunch/dinner), 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

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

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 Products and Commercial Services (NOV 2021)

(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, Subcontracting Plan, Quality System Plan (QSP), 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 Subcontracting Plan, Quality System Plan (QSP), 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) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) 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.

Note: 52.212-2 Evaluation --Commercial Products and Commercial Services (NOV 2021) is incorporated 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 52.212-2

The following paragraphs of 52.212-2 are amended as indicated below:

1. Paragraph (a) is hereby expanded to read as follows:

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

The Government will award a contract(s) resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be the most advantageous to the Government, price and other factors considered. In making the award decision, the Government will use the Lowest Price Technically Acceptable (LPTA) source selection process with preference for HUBzone Small Business in accordance with FAR 19.1307. The award will be made to the offeror(s) with the lowest evaluated price and a technically acceptable proposal per customer location. Offerors will be individually evaluated and rated against the following factors:

BUSINESS/PRICE PROPOSAL - PRICE FACTOR

Total Evaluated Price per customer location

NON-PRICE PROPOSAL - TECHNICAL FACTORS

Food Defense Plan

Quality System Plan

Integrated Pest Management Plan

Small Business Subcontracting Plan (applicable to large businesses)

NOTE: All technical factors must be rated “acceptable” in order for the entire proposal to be rated as acceptable and considered for award:

Any exceptions to the terms and conditions of the solicitation may render the proposal ineligible for award.

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

(b) Tiers. The Government will evaluate offers to award by multiplying each module unit price per location by the estimated quantity per location for each tier. The total price of tiers 1, 2, 3, 4, and 5 shall be summed to provide the total aggregate offer price per location for the five-year period. The Government may determine that an offer is unacceptable if the tier prices are significantly unbalanced.

3. Add paragraph (d) as follows:

(d) Evaluation Procedures:

(1) Summary

All timely proposals will undergo a non-price and business/price proposal evaluation as described in paragraph (2) below. The Government intends to evaluate offers and award a contract without discussions, however, the Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary. If discussions are determined to be necessary, the Contracting Officer will make a competitive range determination based on initial evaluations and written and/or oral discussions will be conducted with all offerors in the competitive range. The Government will request final proposal revisions from all offerors with proposals that remain in the competitive range. Final revised offers resulting from discussions will undergo further non-price and business evaluations. Finally, an award will be made using Lowest Price Technically Acceptable procedures, on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for all non-price factors.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**(2) Evaluation Process**

(i) *Price Evaluation Process* - Each proposal will be evaluated against the requirements of, and in accordance with the terms of, the solicitation. The Government will evaluate the initial proposals and if applicable, revised proposals, in accordance with FAR 15.4, "Contract Pricing." The Government will evaluate offerors' pricing on the menus on Attachment 4 -- Total Module Pricing Spreadsheet.

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.

(ii) *Non-Price/Technical Evaluation Process* - Each Non-Price Proposal will be evaluated against the non-price factors (technical factors) specified in paragraph(a) above. The rating methodology for the Non-Price Proposal will be Acceptable or Unacceptable.

(3) Selection Process

The final technical and price evaluation reports will be furnished to the Contracting Officer by the Proposal evaluators. An award will be made to the responsive, responsible offeror that offers a technically acceptable Non-Price Proposal at the lowest evaluated price per customer location.

BUSINESS/PRICE PROPOSAL EVALUATION

Award(s) will be based on the technically acceptable offer with the lowest, total price to the Government under a "per-location" evaluation approach. The Government will determine the lowest, total price per location by multiplying each location's estimated quantity for this acquisition by the unit price offered for each location and tier. Then, the estimated prices for the five tiers will be added together to calculate the total price per location. The offerors' total price per location will be compared to determine the overall lowest total price per location. The awards will be based on the lowest, total price to the Government per-location.

TECHNICAL/NON-PRICE PROPOSAL EVALUATION

The Food Defense Plan will be evaluated against DLA Troop Support's Food Defense Checklist. A Food Defense Plan will be considered acceptable if the evaluated score is greater than or equal to 80 for all elements of the DLA Troop Support Food Defense Checklist and the plan reasonably assures the integrity of all delivered products. The entire Food Defense Plan will be considered unacceptable if one of the nine elements of the DLA Troop Support Food Defense Checklist is rated unacceptable. See Attachment 5 --Food Defense Evaluation for a copy of the Checklist.

The Quality System Plan will be evaluated against DLA Troop Support's Quality Systems Audit Workbook I, Documented Quality Systems Plan Summary Rating Sheet. A QSP will be considered acceptable if the evaluated score is greater than or equal to 90 for each of the thirteen sections of Workbook I. An overall unacceptable rating to a section (scoring less than 80) will deem the QSP unacceptable. If any section of the QSP is rated marginal, the

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

evaluator must request that the section/area rated marginal be revised. A suspense date of 30 calendar days should be allocated for the contractor to revise the areas/sections rated marginal. The maximum points assigned to each section is 100. The maximum points assigned to the QSP are 1300. Documented QSPs will be evaluated by the Supplier Support Division, Quality Audit & Food Defense Branch personnel (FTSB). See Attachment 6 --Quality System Evaluation for a copy of the Checklist.

The Integrated Pest Management Plan will be evaluated against DLA Troop Support's Integrated Pest Management Program Requirements. An Integrated Pest Management Plan will be considered acceptable if all required elements of the DLA Troop Support Integrated Pest Management Plan are addressed and the plan reasonably assures the integrity of all delivered products. The Integrated Pest Management Plan will be considered unacceptable if any of the elements of the DLA Integrated Pest Management Program requirements are absent. See Attachment 7 --Pest Management Evaluation for a copy of the Program Requirements.

The Small Business Subcontracting Plan will be evaluated against the 15 elements per FAR Clause 52.219-9 (Small Business Subcontracting Plan Nov 2021). A Subcontracting Plan will be considered acceptable if all required elements are adequately addressed. The Subcontracting Plan will be considered unacceptable if any of the elements of the Plan requirements are absent. See Attachment 8 --Small Business Evaluation for a copy of the 15 required elements.

All technical factor ratings will be evaluated on an ACCEPTABLE / UNACCEPTABLE basis.

NOTE: All technical factors must be rated "acceptable" in order for the entire proposal to be rated as acceptable and considered for award.

ALTERNATE COMPONENT MODEL REVIEW BY NATICK

All offered items must be those designated on the approved sources list on Attachment 9 or otherwise approved by Natick in accordance with the requirements of this solicitation. As a result, a company may be ineligible for award if offering alternate items not on the approved sources list in Attachment 9 if these alternate items are subsequently determined not to be acceptable by Natick.

The U.S. Army, Combat Capabilities Command – Soldier Center (Natick) will evaluate Initial Component Models for compliance with product specifications and for compliance with sensory characteristics including appearance, odor, flavor, and texture. Component Models must be determined to be acceptable by Natick in order to be added to the approved sources list in Attachment 9 and in order to be eligible for award under this solicitation.

52.215-6 Place of Performance (Oct 1997)

(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:

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

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.

5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUNE 2020)

(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.

DEFENSE LOGISTICS AGENCY DIRECTIVE (DLAD) PROCUREMENT NOTES

C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer.

In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.

C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2020)

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

(1) By submitting a quotation or offer, the contractor, if it is not the manufacturer of the item, is confirming it currently has, or will obtain before delivery, and shall retain documented evidence (supply chain traceability documentation), as described in paragraph (2) of this procurement note, demonstrating the item is from the approved manufacturer and conforms to the technical requirements.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, if available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

(3) Contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (<http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/>). The contractor shall immediately make documentation available to the contracting officer upon request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for six years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

C14 Correction of Nonconforming Packaging or Marking (MAY 2020)

(1) The Government may correct nonconforming packaging or marking for receipts of DLA- owned materiel if the estimated costs of correction are \$1,000 or less. The contracting officer will advise the contractor of the discrepancy and that the Government has corrected the packaging or marking. The contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

If the estimated costs of correction for receipts of DLA-owned materiel are more than \$1,000, the contracting officer will advise the contractor of the discrepancy and have the materiel returned to the contractor for correction/ resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. If the Government remediates the discrepancy, the contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

(2) If the estimated costs of correction for receipts of DLA-owned materiel are more than \$1,000, the contracting officer will advise the contractor of the discrepancy and have the materiel returned to the contractor for correction/ resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. If the Government remediates the discrepancy, the contracting officer

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

will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

C20 Vendor Shipment Module (VSM) (SEP 2021)

(1) The DLA Vendor Shipment Module (VSM) is a web-based system available to DLA contractors to obtain current shipping addresses, two-dimensional bar coded shipping labels in accordance with MIL-STD-129, bills of lading, packing lists, and other shipping documentation. Contractors using VSM do not need to contact the transportation office prior to shipping items. Contractors shall use VSM to print labels for f.o.b. destination contracts and to print labels and arrange for shipping for f.o.b. origin contracts. All contractors will use VSM to obtain shipping labels no more than two (2) days prior to shipment to ensure the current destination address is used.

(2) To obtain information for contracts administered by DLA or to register as a VSM user, the contractor shall contact the DLA VSM Helpdesk at (800) 456-5507 or via email to delivery@dla.mil.

(a) Before contacting the Government to advise that material is ready to ship, the contractor shall complete its VSM profile, to include regular business hours and observed holidays. The Government may request reimbursement for occurrences when the Government sends carrier equipment but is unable to pick-up a shipment because the material was unavailable or the contractor facility was closed.

(3) To obtain information for contracts administered by DCMA, the contractor shall contact the DCMA VSM Helpdesk at (314) 331-5573 or vsm.shipments@dcma.mil.

E05 Product Verification Testing (MAY 2020)

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.

The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing. The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.

(2) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance

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

with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractors sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping

container(s) by marking the external packages in bold letters, "Product Verification Test Samples - Do Not Post to Stock," Contract Number [contractor insert] and Lot/Item Number [contractor insert]" adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD- 129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:

- (a) Hard copies of the contract;
- (b) Material certifications/process operation sheets; and
- (c) Drawings used to manufacture the units and return shipping information.

(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.

(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

G01 Additional Wide Area Workflow (WAWF) Information (AUG 2017)

Contractors shall include the Transportation Control Number (TCN) and carrier shipment tracking information when submitting the DD250/iRAPT Receiving Report in Wide Area Workflow (WAWF) in order to assist with material inspection and acceptance.

L09 Reverse Auction (OCT 2016)

The Contracting Officer may utilize reverse auctioning to conduct price discussions. If the Contracting Officer does not conduct a reverse auction, award may be made on initial offers or following discussions. If the Contracting Officer decides to use line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this

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

decision and the following applies:

- (1) The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.
- (2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as "offer A" or "lowest-priced offeror." By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.
- (3) An offeror's final auction price at the close of the reverse auction is considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the contracting officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the contracting officer determines that it would be in the best interest of the Government to re-open the auction.
- (4) The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead" offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.
- (5) Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.
- (6) Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a "Trained Offeror." Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the "trained offeror" title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)

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 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

52.204-7 System for Award Management Oct 2018

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls Oct 2016

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

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting Dec 2019

52.209-7 Information Regarding Responsibility Matters Oct 2018

52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran -- Representation and Certifications Jun 2020

52.227-1 Authorization and Consent Jun 2020

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement Jun 2020

52.229-12 Tax on Certain Foreign Procurements --Notice and Representation Feb 2021

252.209-7004 Level I Antiterrorism Awareness Training for Contractors Feb 2019

252.225-7012 Preference for Certain Domestic Commodities Apr 2022

SECTION F - DELIVERIES OR PERFORMANCE**52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****SECTION I - CONTRACT CLAUSES****252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) DFARS****252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018) DFARS****SECTION J - LIST OF ATTACHMENTS****List of Attachments**

Description	File Name
ATTACH —	Attachment 1--UGR-A Solicitation Customer Information.xlsx
ATTACH ATTACH —	Attachment 2a--Table I.xls
	Attachment 2b--Table II. docx
ATTACH —	Attachment 3--Table I Pricing Spreadsheet SPE3S122R0012.xlsx
ATTACH —	Attachment 4--Total Module Pricing Spreadsheet SPE3S122R0012.xlsx
ATTACH —	Attachment 5--Food Defense Evaluation.docx
ATTACH —	Attachment 6--Quality System Plan Evaluation. docx
ATTACH —	Attachment 7--Pest Management Plan Evaluation.docx
ATTACH —	Attachment 8-- Subcontracting Plan Evaluation.docx
ATTACH —	Attachment 9--UGR-A Approved Sources List . docx
ATTACH —	Attachment 10—Component List Spreadsheet