

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000162554	PAGE 1 OF 81	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE3S1-23-R-0002	6. SOLICITATION ISSUE DATE 2023 JUN 15		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Matthew Conroy DMC0025		b. TELEPHONE NUMBER (No Collect calls) Phone: DSN312-444-90		8. OFFER DUE DATE/ LOCAL TIME 2023 JUL 17 03:00 PM	
	9. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA	CODE SPE3S1	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> 8 (A) SIZE STANDARD: 1000	
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 SEE SCHEDULE	CODE	16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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

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

PARTIAL FINAL

COMPLETE PARTIAL 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

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Form**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 by using WAWF. Suppliers must have at least two trained company representatives with access to WAWF. A copy of the WAWF Report and a Bill of Lading shall be provided to Tracy Depot for each individual shipment. The WAWF report and Bill of lading shall be presented by the truck driver, or it must be attached to the last pallet of a shipment. The WAWF report is the only acceptable invoice and must be completely in order to receive payment. This is a condition for contract award.

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

WAWF System Requirements

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

The minimum system requirements are:

133 MHz or more Pentium microprocessor (or equivalent)

SVGA Color Monitor (minimum 256 color)

64 MB RAM (minimum)

Internet Access (broadband recommended)

WAWF is in accordance with the 2001 National Defense Authorization Act (DFARS 252.232-7003/252.232.7003 Electronic Submission of Payment Requests - January 2004) which requires claims for 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.

Form (CONTINUED)**NOTICE TO OUR VALUED SUPPLIERS****Continuation of Blocks from SF 1449**2. Block 9

- › Email offers to Matthew.DePetris@dla.mil and copy Matthew.Conroy@dla.mil

3. 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 Experian.)
- › Offeror's assigned Contractor and Government Entity (CAGE) Code: _____

4. Block 17b

Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449.)

5. Blocks 19-22

Line #	NSN	ITEM DESCRIPTION
0001	8920-01-537-8488	BREAKFAST CAKE W/MAPLE SYRUP
0002	8920-01-542-4552	YELLOW CAKE W/CHOC. ICING
0003	8920-01-573-1767	COOKIES, CRANBERRY W/WHITE CHOC. CHIP
0004	8920-01-573-1772	CAKE, RED VELVET W/WHITE ICING
0005	8920-01-583-8699	CAKE, CHOCOLATE CHERRY W/CHERRY TOPPING
0006	8920-01-583-8702	CAKE, GOLDEN HARVEST
0007	8920-01-615-1815	COOKIES, CHOCOLATE CRUNCHY PB W/CHOC CHIP
0008	8920-01-615-1857	CAKE, CARROT WITH WHITE ICING
0009	8920-01-676-1979	BLUEBERRY PASTRY
0010	8920-01-709-1169	CINNAMON ROLL W/ICING
0011	8920-01-709-1660	DOUBLE CHOCO BRK MUFFIN
0012	8920-01-709-1656	LEMON MINI LOAF
0013	8920-01-709-1640	CORNBREAD MINI LOAF
0014	8920-01-709-1613	INDIVIDUAL BROWNIE

AUTHORIZED NEGOTIATORS:

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

CONTINUED ON NEXT PAGE

Form (CONTINUED)**THE FOLLOWING INFORMATION IS REQUIRED INFORMATION TO BE FURNISHED BY EACH OFFEROR.**

Any questions may be directed to:

Acquisition Specialist, Matthew DePetris at telephone number (215) 737-2159 or email Matthew.DePetris@dla.mil

AND/OR

Contracting Officer, Matthew Conroy at telephone number (215) 737-9042 or email Matthew.Conroy@dla.mil

1. Complete Standard Form 1449 fill-ins.
2. Complete all Supplies/Prices "Schedule" sheets (Offered Prices).
3. Complete the CAGE Code and DUNS number spaces on the previous page.
4. Complete all the following and any additional Offeror Representations and Certifications:
 - a. AUTHORIZED NEGOTIATORS
 - b. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --COMMERCIAL ITEMS
 - c. PLACE OF PERFORMANCE

SCHEDULE OF SUPPLIES**1. Item Description**

Form (CONTINUED)

Line #	NSN	ITEM DESCRIPTION
0001	8920-01-537-8488	BREAKFAST CAKE W/MAPLE SYRUP , Cake, Breakfast with Maple Flavored Syrup, PCR-C-024D, Type 1, Flavor 4
0002	8920-01-542-4552	YELLOW CAKE W/CHOC. ICING , Cake, Yellow with Chocolate Icing, PCR-C-024D, Type 1, Flavor 5
0003	8920-01-573-1767	COOKIES, CRANBERRY W/WHITE CHOC. CHIP , Cookies, White Chocolate Chip w/Cranberry, CID A-A-20295D, Class 2, Type I Regular - Crisp, Style Q - Flavor 2
0004	8920-01-573-1772	CAKE, RED VELVET W/WHITE ICING , Cake, Red Velvet with White Icing, PCR-C-024D, Type 1, Flavor 12
0005	8920-01-583-8699	CAKE, CHOCOLATE CHERRY W/CHERRY TOPPING , Cake, Chocolate Cherry Cake with Cherry Fruit Topping, PCR-C-024D, Type 1, Flavor 17
0006	8920-01-583-8702	CAKE, GOLDEN HARVEST , Cake, Golden Harvest with White Icing, PCR-C-024D, Type 1, Flavor 15
0007	8920-01-615-1815	COOKIES, CHOCOLATE CRUNCHY PB W/CHOC CHIP , Cookies, Chocolate Covered Crunchy Peanut Butter Candy with Chocolate Chips, CID A-A-20295D, Class 2, Type I Regular - Crisp, Style J, Flavor 11
0008	8920-01-615-1857	CAKE, CARROT WITH WHITE ICING , Cake, Carrot with White Icing, PCR-C-024D, Type 1, Flavor 20
0009	8920-01-676-1979	BLUEBERRY PASTRY , Pastry, Filled, Individual, Blueberry, PCR-P-050, Type I
0010	8920-01-709-1169	CINNAMON ROLL W/ICING , Sweet Rolls, Cinnamon with white icing, PCR-S-007A, Flavor 1
0011	8920-01-709-1660	DOUBLE CHOCO BRK MUFFIN , Muffin, Chocolate, PCR-M-018, Type II, Flavor 1
0012	8920-01-709-1656	LEMON MINI LOAF , Mini-Loaf, Lemon with white icing, PCR-M-018, Type I, Flavor 2
0013	8920-01-709-1640	CORNBREAD MINI LOAF , Mini-Loaf, Cornbread, PCR-M-018, Type I, Flavor 3
0014	8920-01-709-1613	INDIVIDUAL BROWNIE , Mini-Loaf, Brownie, PCR-M-018, Type I, Flavor 1

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Form (CONTINUED)

Line Item	NSN	Item Description	Estimated Annual Qty
0001	8920-01-537-8488	BREAKFAST CAKE W/MAPLE SYRUP	42,336
0002	8920-01-542-4552	YELLOW CAKE W/CHOC. ICING	24,192
0003	8920-01-573-1767	COOKIES, CRANBERRY W/WHITE CHOC. CHIP	32,256
0004	8920-01-573-1772	CAKE, RED VELVET W/WHITE ICING	24,192
0005	8920-01-583-8699	CAKE, CHOCOLATE CHERRY W/CHERRY TOPPING	24,192
0006	8920-01-583-8702	CAKE, GOLDEN HARVEST	42,336
0007	8920-01-615-1815	COOKIES, CHOCOLATE CRUNCHY PB W/CHOC CHIP	16,128
0008	8920-01-615-1857	CAKE, CARROT WITH WHITE ICING	24,192
0009	8920-01-676-1979	BLUEBERRY PASTRY	66,528
0010	8920-01-709-1169	CINNAMON ROLL W/ICING	42,336
0011	8920-01-709-1660	DOUBLE CHOCO BRK MUFFIN	42,336
0012	8920-01-709-1656	LEMON MINI LOAF	24,192
0013	8920-01-709-1640	CORNBREAD MINI LOAF	24,192
0014	8920-01-709-1613	INDIVIDUAL BROWNIE	24,192

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Form (CONTINUED)**2. IQC Quantities**

For a four-year period, the guaranteed minimum quantities and maximum quantities are as follows:

Line Item	Item Description	Guaranteed Minimum Quantity	Maximum Quantity
0001	BREAKFAST CAKE W/MAPLE SYRUP	84,672	220,147
0002	YELLOW CAKE W/CHOC. ICING	48,384	125,798
0003	COOKIES, CRANBERRY W/WHITE CHOC. CHIP	64,512	167,731
0004	CAKE, RED VELVET W/WHITE ICING	48,384	125,798
0005	CAKE, CHOCOLATE CHERRY W/CHERRY TOPPING	48,384	125,798
0006	CAKE, GOLDEN HARVEST	84,672	220,147
0007	COOKIES, CHOCOLATE CRUNCHY PB W/CHOC CHIP	32,256	83,866
0008	CAKE, CARROT WITH WHITE ICING	48,384	125,798
0009	BLUEBERRY PASTRY	133,056	345,946
0010	CINNAMON ROLL W/ICING	84,672	220,147
0011	DOUBLE CHOCO BRK MUFFIN	84,672	220,147
0012	LEMON MINI LOAF	48,384	125,798
0013	CORNBREAD MINI LOAF	48,384	125,798
0014	INDIVIDUAL BROWNIE	48,384	125,798

3. Pricing

All prices must be offered on an F.O.B. Destination basis. Prices must include freight to the following destination:

Defense Depot Tracy
W62G2T
W1BG DLA DISTRIBUTION
25600 S. CHRISMAN ROAD
WAREHOUSE NO. 30, SECTION 2 - UGR
TRACY, CA 95376-5000 US

The Government reserves the right to require information other than cost or pricing data, as defined at FAR 2.101, or cost and pricing data, as applicable and if required to determine price reasonableness of any offer(s).

Offerors must submit pricing for each line item they intend to submit an offer. Pricing must be submitted for both tiers on an F.O.B Destination basis. Failure to submit pricing on both tiers on any line item may result in non-acceptance of that line item(s) and/or tier(s), which could result in rejection of the entire proposal as technically unacceptable. Different prices may be offered per tier; however, offerors are not required to submit an offer on all line items. Because the Government contemplates awarding contracts on a per-line-item basis, multiple contracts may be awarded, including contracts that include only a single line item. Each offer should be priced accordingly. Only one price, per tier will be accepted. Unit prices must be formatted using no more than two decimal places. (Ex: \$X.XX.) Offerors may submit their pricing below or separately in a similar format:

CONTINUED ON NEXT PAGE

Form (CONTINUED)

Line Item	NSN	Item Description	Estimated Annual Qty	Unit of Issue	Tier 1 Unit Price	Tier 2 Unit Price
0001	8920-01-537-8488	BREAKFAST CAKE W/MAPLE SYRUP	42,336	EA		
0002	8920-01-542-4552	YELLOW CAKE W/CHOC. ICING	24,192	EA		
0003	8920-01-573-1767	COOKIES, CRANBERRY W/WHITE CHOC. CHIP	32,256	EA		
0004	8920-01-573-1772	CAKE, RED VELVET W/WHITE ICING	24,192	EA		
0005	8920-01-583-8699	CAKE, CHOCOLATE CHERRY W/CHERRY TOPPING	24,192	EA		
0006	8920-01-583-8702	CAKE, GOLDEN HARVEST	42,336	EA		
0007	8920-01-615-1815	COOKIES, CHOCOLATE CRUNCHY PB W/CHOC CHIP	16,128	EA		
0008	8920-01-615-1857	CAKE, CARROT WITH WHITE ICING	24,192	EA		
0009	8920-01-676-1979	BLUEBERRY PASTRY	66,528	EA		
0010	8920-01-709-1169	CINNAMON ROLL W/ICING	42,336	EA		
0011	8920-01-709-1660	DOUBLE CHOCO BRK MUFFIN	42,336	EA		
0012	8920-01-709-1656	LEMON MINI LOAF	24,192	EA		
0013	8920-01-709-1640	CORNBREAD MINI LOAF	24,192	EA		
0014	8920-01-709-1613	INDIVIDUAL BROWNIE	24,192	EA		

4. Delivery Requirements

The shelf-life requirement for all line items is 36 months.

The required delivery date (RDD) will be **90 days** after issuance of each delivery order.

The effective term of the contract(s) will contain two (2) consecutive tiered delivery periods. Each tier will be 730 days in length. The first delivery period will begin upon date of award, unless otherwise specified in the resultant contract(s).

See FAR clause 52.216-22, Indefinite Quantity and DFARS clause 252.216-7006, Ordering for delivery periods and ordering.

See clause 52.216-19 -ORDER LIMITATIONS - for individual delivery order quantities. **COMPLETE DELIVERY
CONTINUED ON NEXT PAGE**

Form (CONTINUED)**INSTRUCTIONS WILL BE PROVIDED WITH EACH DELIVERY ORDER.**

PRE-AWARD PLANT SURVEY: To determine the responsibility of prospective contractors, the government reserves the right to conduct physical surveys of the plants, which are to be used in the performance of a contract. In the event the government is prevented from conducting such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials machinery and tooling.

STATEMENT OF WORK**1. INTRODUCTION**

DLA Troop Support intends to award a long term, indefinite quantity, firm fixed price contract(s) with the purpose to provide Polytray Bakery Items to be used in the Unitized Group Ration - Heat & Serve and UGR-E Programs.

This solicitation is hereby issued utilizing Low Price Technically Acceptable (LPTA) source selection procedures. Offerors must meet all terms, conditions, and requirements of this solicitation. See FAR Provision 52.212-2 Evaluation-Commercial Items for evaluation criteria. DLA Troop Support will utilize LPTA source selection procedures to evaluate all offers. A proposal will be determined Technically Acceptable if it meets all terms and conditions of Government's submission requirements of the solicitation. The 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. To receive consideration for award on a given line item, an offeror must be rated as technically acceptable regarding the technical factor. Technical acceptability will be rated as either acceptable or unacceptable. The Government may also remove an offer from consideration for award on a given line item if the pricing offered is considered unreasonable.

The Government will award an indefinite delivery contract(s) resulting from this solicitation to the responsible offeror(s) whose offer conforms to the solicitation and will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

- (i) Technical Evaluation - Product Demonstration Models (PDMs)
- (ii) Price

Note: Technical Evaluation Factor and Price Factor will be evaluated equally.

2. CONTRACTING AUTHORITY

A. A 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 the 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.

3. NEGOTIATIONS

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

4. TECHNICAL/QUALITY DATA

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Form (CONTINUED)**I. Product Demonstration Model (PDM) Information:**

Product Demonstration Model (PDM): The Government requires Product Demonstration Models (PDMs) for each line item an offeror intends to submit an offer. The PDMs must be received no later than the time set for closing of offers. Offers will be evaluated to determine compliance with all characteristics listed for evaluation in FAR 52.212-2 herein. Failure to furnish this information and PDMs by the time specified in the solicitation may be cause for rejection of the offer. The offer may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the offer to set forth any information you wish to bring to the attention of the Government.

Solicitation Provisions:

Product Demonstration Models (PDMs) are to be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDMs will become the property of the Government and will not be returned to the offeror. Failure to submit PDMs for a given line item may result in rejection of the offer for that line item.

- a. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not be comparable to the product produced on a production line, which may result in rejection of the product. Major changes in production methodology or packaging, such as implementation of new technology, may result in production that does not meet the production standard, which would require the submission and evaluation of new PDMs. Should the contractor at any time plan to or produce the product using different raw material or process methodologies from the approved Product Standard, resulting in a product non-comparable to the Product Standard, the contractor must arrange for a Replacement PDM approval. In any event, all product produced must meet all requirements of this document including Product Standard comparability.
- b. The Combat Capabilities DEVCOM - Soldier Center (DEVCOM) will evaluate the PDMs for compliance with the item descriptions and product specifications and will also evaluate the sensory attributes of the food product to include appearance, odor, flavor, and texture using DEVCOM's 9-point quality rating scale to determine product quality. PDMs must conform to all specification/production description characteristics. Failure of PDMs to conform to the specification may result in rejection of offer. Product offered must conform to all packaging, labeling, and packing requirements as well as analytical requirements. The government will not accept product from any resultant contract which does not conform to all requirements.
- c. Offerors will have one opportunity to correct any deficiencies found during the evaluation of PDMs submitted as part of the initial proposal. Offerors are advised that if they have any unacceptable PDMs for any line item after the second evaluation, their offer for that line item will be determined technically unacceptable and will not be considered for award. The Government requires each PDM to be rated as "Acceptable" to be eligible for award for that item. Revised or alternate PDMs submitted during negotiations will be evaluated for the same criteria detailed above.
- d. PDMs must be submitted as follows:

A total of 30 PDMs items per line item must be submitted as stated below:

- i. A total of 12 PDMs per line item must be sent to:

DEPARTMENT OF THE ARMY
FCDD-SCC-EMR (Attn Jill Bates)
COMBAT CAPABILITIES DEVCOM-SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760-5056
Lab # 508-206-3325
jill.m.bates.civ@army.mil

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

CONTINUED ON NEXT PAGE

Form (CONTINUED)

information:

Product Demonstration Model Sample

Solicitation Number

Product Identity

Lot #

Company Name and Address

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, contract number (if applicable), whether the item is an Initial, Replenishment, or Replacement PDM, USDA certification, any test results available, or any other information to assist in identifying the product and conducting the evaluation.

Offerors may direct proposed subcontractors to submit PDM samples directly to DEVCOM on their behalf. In those instances, the offeror will send written notification of subcontractor submissions to DEVCOM and such PDMs must be clearly labeled for which offeror they are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated until written notification from the offeror is received. This consideration does not relieve the offeror of the full responsibility for submitting all PDMs in a timely manner. Late submissions of PDMs may be the basis for rejection of the proposal.

The offeror must provide a complete list of its PDMs submitted, with its technical proposal, to include item, source of supply name and address, and item lot number. Note: Offerors may submit PDMs to DEVCOM for evaluation any time after solicitation issuance.

- ii. A total of 16 PDMs per line item must be sent to the cognizant in-plant Government inspector. In this instance, the offeror will advise the Government inspector after production of the PDMs and must obtain a signed statement from the inspector confirming possession of the samples and identifying the samples as from the same production lot as those submitted to DEVCOM. The offeror must submit this statement(s) with this balance of PDM samples submitted to DLA Troop Support. Offerors that have been awarded a contract and do not have an in-house GQAR will be directed on where to submit these PDMs.
- iii. The remaining 2 PDMs per line item of the same product lot code as those submitted to DEVCOM and the USDA government inspector must be mailed along with your technical proposal to the address indicated on Block 9 at DLA Troop Support (attn. Matthew DePetris) on the first page of the solicitation. Coordinate sample submission with the Contracting Officer prior to submittal to DLA Troop Support-Subsistence.

ATTN: MATTHEW DEPETRIS AND MATTHEW CONROY

BUILDING 6 B088
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
700 ROBBINS ST
PHILADELPHIA, PA 19111

iv. Late submissions of PDMs may be the basis for rejection of the proposal.

v. The PDMs required in this part of the solicitation, which are submitted to DEVCOM, must have any required analytical results included as part of the offer for this technical evaluation factor. The analytical results

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Form (CONTINUED)

are to be self-certified or certified by the USDA (i.e., testing of official USDA samples by a USDA/AMS laboratory) for current suppliers of these items and self-certified by other potential offerors. Failure to submit the required certified analytical results with PDMs may result in the proposal not being considered for award. The offeror should include applicable documentation to establish that the product has been processed to meet commercial sterility requirements. e.g.: including incubation sample results.

- e. Every 12 months, the Government Quality Assurance Representative (GQAR) will randomly select 12 replenishment samples for DEVCOM and 16 replenishment samples for the government's supply at origin from a lot accepted by the government for all contractual requirements. The contractor will be responsible for shipment to DEVCOM. This replenishment may occur earlier if necessary to ensure an adequate supply of PDM samples. The contractor will also use samples from this same lot as the production standard.
- i. Replenishment PDMs are defined as product samples used to reestablish the product standard due to depleting the current PDM stocks or as required by schedule. Replenishment PDMs will be evaluated for appearance, odor, flavor and texture, must be equal to or better than the existing product standard for all characteristics, and must meet the requirements for those characteristics in the appropriate product technical requirements document or specification(s). Upon acceptance the replenishment PDM will become the new product standard.
- ii. If a Replenishment PDM is rejected by DEVCOM, the next conforming production lot will be submitted by USDA as a Resubmittal PDM Replenishment. This follow-up Resubmittal PDM Replenishment and any subsequent Resubmittal lots cannot be shipped by the manufacturer without an acceptable evaluation result from DEVCOM.
- iii. The cut-off date for PDM Replenishments will be 18 months. After 18 months, USDA will submit a PDM sample to DEVCOM as a Replacement PDM, following the PDM submittal process. The production lot that is used for the Replacement PDM submittal cannot be shipped by the manufacturer without an acceptable evaluation result from DEVCOM.

f. If the contractor wishes to establish a new standard, that new standard would be called a Replacement PDM.

Replacement PDMs are defined as product samples that are non-comparable to the established PDM, e.g., due to different ingredients or process methodologies. Replacement PDMs are submitted by the contractor and follow the same submittal process as the initial PDM. At no time will there be two standards for the same product.

- g. Periodic Review samples are required for all items. The following are the requirements and distribution of samples: The USDA Inspector shall select eight samples of each item produced during each month of production. The eight samples will be selected from four random sampling points in the lot and DEVCOM will receive samples from each of those four sampling points. The remaining samples will be distributed to the USDA review locations. These samples shall be designated as Monthly Review Samples. The USDA Inspector will ship them monthly to the following locations at the contractor's expense:

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One sample of all items to the USDA, AMS, FV, SCI Division Review Locations (Washington, DC; Oshkosh, WI; South Bend, IN and Winter Haven, FL)

AND

Four samples of all items to:

Department of the Army

RDNS-SEC-EMR

COMBAT CAPABILITIES DEVCOM-SOLDIER CENTER

10 General Greene Avenue

Natick, MA 01760

II. INSPECTION AND ACCEPTANCE REQUIREMENTS

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

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

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

III. ITEM DESCRIPTION

The below listed item description includes the required technical specification (i.e., Performance Contract Requirements (PCRs), Commercial Item Descriptions (CIDs), etc.) for this acquisition.

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Line #	NSN	ITEM DESCRIPTION
0001	8920-01-537-8488	BREAKFAST CAKE W/MAPLE SYRUP , Cake, Breakfast with Maple Flavored Syrup, PCR-C-024D, Type 1, Flavor 4
0002	8920-01-542-4552	YELLOW CAKE W/CHOC. ICING , Cake, Yellow with Chocolate Icing, PCR-C-024D, Type 1, Flavor 5
0003	8920-01-573-1767	COOKIES, CRANBERRY W/WHITE CHOC. CHIP , Cookies, White Chocolate Chip w/Cranberry, CID A-A-20295D, Class 2, Type I Regular - Crisp, Style Q - Flavor 2
0004	8920-01-573-1772	CAKE, RED VELVET W/WHITE ICING , Cake, Red Velvet with White Icing, PCR-C-024D, Type 1, Flavor 12
0005	8920-01-583-8699	CAKE, CHOCOLATE CHERRY W/CHERRY TOPPING , Cake, Chocolate Cherry Cake with Cherry Fruit Topping, PCR-C-024D, Type 1, Flavor 17
0006	8920-01-583-8702	CAKE, GOLDEN HARVEST , Cake, Golden Harvest with White Icing, PCR-C-024D, Type 1, Flavor 15
0007	8920-01-615-1815	COOKIES, CHOCOLATE CRUNCHY PB W/CHOC CHIP , Cookies, Chocolate Covered Crunchy Peanut Butter Candy with Chocolate Chips, CID A-A-20295D, Class 2, Type I Regular - Crisp, Style J, Flavor 11
0008	8920-01-615-1857	CAKE, CARROT WITH WHITE ICING , Cake, Carrot with White Icing, PCR-C-024D, Type 1, Flavor 20
0009	8920-01-676-1979	BLUEBERRY PASTRY , Pastry, Filled, Individual, Blueberry, PCR-P-050, Type I
0010	8920-01-709-1169	CINNAMON ROLL W/ICING , Sweet Rolls, Cinnamon with white icing, PCR-S-007A, Flavor 1
0011	8920-01-709-1660	DOUBLE CHOCO BRK MUFFIN , Muffin, Chocolate, PCR-M-018, Type II, Flavor 1
0012	8920-01-709-1656	LEMON MINI LOAF , Mini-Loaf, Lemon with white icing, PCR-M-018, Type I, Flavor 2
0013	8920-01-709-1640	CORNBREAD MINI LOAF , Mini-Loaf, Cornbread, PCR-M-018, Type I, Flavor 3
0014	8920-01-709-1613	INDIVIDUAL BROWNIE , Mini-Loaf, Brownie, PCR-M-018, Type I, Flavor 1

Copies of the required technical specifications (i.e.: Performance Contract Requirements (PCRs), Commercial Item Descriptions (CIDs), etc.) may be obtained upon request from:

Defense Logistics Agency
DLA Troop Support
Ms. Shannon Dempsey, Food Technologist
ATTN: FTSC
700 Robbins Avenue, Philadelphia, PA 19111-5092
Telephone: (215-737-7802)
e-mail: Shannon.Dempsey@dla.mil

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Copies of the stated documents may also be obtained at the DLA Troop Support Subsistence Internet website located at <https://www.dla.mil/TroopSupport/Subsistence/OperationalRations/pcracr/> or <http://www.dla.mil/TroopSupport/Subsistence/OperationalRations/cids/>

IV. TRACEABILITY

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

Use of the Julian Date for the lot number and a time stamp (hour and minute of filling/sealing) is preferred. For example (1296 12:15), 1296 = October 23, 2021, and 12:15 representing the time of filling/sealing. When not required by specification, the contractor's lot identification may be of their own coding, i.e., a closed code, but the contractor shall provide the coding information for the primary containers and the contract data markings upon delivery. Package codes (to include time per case lot number shall be identified on the appropriate accompanying DD Form 250 upon delivery.

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

This information shall be made available within 24 hours.

V. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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

SANITARY CONDITIONS**(a) Food establishments.**

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Institute of Public Health (USAIPH) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal

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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 http://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

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

(vii) Manufactured or processed dairy products only from plants listed in Section I of the "Dairy Plants Surveyed and Approved for USDA Grading Service", published electronically by Dairy Grading Branch, AMS, USDA (available at: <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>.

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(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/DoDAApprovedFoodSources.aspx>).

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

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

(b) Delivery conveyances.

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

VI. MARKING OF SHIPPING CONTAINERS AND MARKING OF UNIT LOADS

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

Unitized Ration Component
National Stock Number
Item Name
Date of Pack and Lot Number
Number of Shipping Containers per Pallet
Contract Number
Contractor's name and Address
Inspection Test Date (ITD)

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

Example, if the Date of Pack is October 2022, and the shelf life is 36 months (3 years), then the ITD is computed as follows: 10/2022+ 3 years = 10/25. If labels are used, they shall be permanently affixed with water-resistant adhesive tape.

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

VII. UNITIZATION

Unit loads shall have the shipping containers arranged on a 40 inch by 48-inch commercial wood or

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plywood four-way entry pallet, or on a 48 inch by 40-inch Grocery Manufacturers of America wood four-way entry pallet. The load shall be bonded with non-metallic strapping, shrink or stretch film, or others means that comply with carrier rules and regulations applicable to the mode of transportation (adhesive bonding is not acceptable).

Bonding material shall secure the load to the pallet to form a consolidated, stable cargo which can be handled as a unit. For example, when strapping is used to secure the load, the straps shall pass under the top deck boards of the pallet. When stretch or shrink film is used, it must be applied low enough on the pallet to secure the load to the pallet. The unit load height shall not exceed 50 inches.

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

NOTE: The unit load dimensions are 40 inches in length by 48 inches in width and 50 inches in height. These dimensions are exact and can be no larger than what is specified. No overhang is permitted.

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

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

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

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

All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

VIII. QUALITY ASSURANCE PROVISIONS INSPECTION/ACCEPTANCE

The contractor must meet all characteristics specified herein. For product requiring contractor-paid USDA, only end-item inspection of the finished product for compliance with contract requirements shall be lot inspected by USDA, AMS, FV, PPB In addition, Government inspection shall also be at destination for identity, count and condition for all terms and conditions of the contract. This shall include but is not limited to the following:

1. All shipments must be accompanied by an accurate DD-250, and all other pertinent invoices as required.
2. All unit loads must be marked in accordance with DLA Troop Support Form 3556.
3. All unit loads shall be stable and not exceed 50 inches in height including pallet material.
4. All delivered product shall be free of defects.
5. All shipments must contain the correct quantity as specified by DLA Troop Support.

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6. Appointments must be scheduled with the receiving activity prior to delivery.
7. All delivered product must meet or exceed the appropriate product requirements as described in this Solicitation.
8. All delivered products must meet the required date of pack/shelf-life requirements.
9. To determine the date of pack, any closed date code must be accompanied with documentation deciphering the closed product code.
10. All delivered products must be free of insect and rodent infestation.

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

QUALITY ASSURANCE PROVISIONS:

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

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

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

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

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

IX. DATE OF PACK

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

X. REWORK OF NONCONFORMING PRODUCT PRE OR POST ACCEPTANCE

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

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

NOTE: All requests for rework shall be accompanied with a COMPREHENSIVE rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc.), he has the alternative to request the Contracting Officer for a waiver for the nonconforming requirement. If the Contracting Officer approves the waiver request for a specific requirement, the written waiver approval shall be provided to the GQAR when the supplies are presented for Government Verification Inspection (the skip-lot inspection does not apply in this case). The GQAR

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shall inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request the GQAR to inspect for the non-conforming characteristics also, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size; however, the accept/reject numbers used for the normal inspection will be used.

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

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

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

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

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

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

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

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

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

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

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

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Form (CONTINUED)**C. Contractor's Quality History:**

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

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

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

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

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

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

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

- a. Type of Request: Waiver, Notification, Re-inspection, Rework
- b. Approval Required from DLA: Yes or No
- c. Contractor Name/Address
- d. Contract Number
- e. Product Name
- f. National Stock Number
- g. Batch Number(s) (If Applicable)
- h. Sublot(s) (If Applicable)
- i. Lot Number(s)
- j. Process Category (i.e., Work-progress/End Item)
- k. Quantity
- l. Specification Requirement Number (PCR, CID, etc.)
- m. Sample Size; Defect; Accept/Reject
- n. Defect Classification: Critical, Major, Minor, NA
- o. Inspection Failure (Summary of non-conformances)
- p. Failure Identified: Processing, Packaging, End Item
- q. Inspector: In-plant/Contractor or USDA

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- r. Date of Incident
- s. Attachments (Provide in-house, USDA worksheets, in-process data)
- t. Root Cause of nonconformance or deviation (Describe using a short, detailed paragraph; Tell a story of the incident)
- u. Corrective Action (Describe using a short, detailed paragraph)
- v. Preventive Action (Describe using a short, detailed paragraph; if preventive action is not possible, state why)
- w. Occurrence (Has this occurred before/when; if yes, what was the date/contract/lot number of last occurrence)
- x. Estimated Cost
- y. Effect on Delivery
- z. Justification for request (What are you asking for?)

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

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

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

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

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

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

XI. INTEGRATED PEST MANAGEMENT (IPM) and FOOD DEFENSE PLAN**A. INTEGRATED PEST MANAGEMENT**

The procedures contained in the "Integrated Pest Management (IPM) Program Requirements for Operational Rations," of 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

B. FOOD DEFENSE PLAN**CONTINUED ON NEXT PAGE**

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Currently, all DLA Troop Support Subsistence contracts have a requirement for submission and implementation of some type of Food Defense Plan at each contractor facility. As a result of increased risk for the potential of intentional food tampering the plan shall describe (in general terms) the type of preventive measures that are taken or will be taken to reduce Food Defense Plan vulnerabilities and to protect the food intended for DLA Troop Support's customers at CONUS and OCONUS locations. The plan must include preventive steps taken to safeguard product from intentional tampering/contamination during all stages of receipt, production, storage, assembly, delivery, and shipment. Areas of concern listed in this checklist must be addressed in the plan. The Food Defense Plan will be received, reviewed, rated, and kept on record in the Quality Audits & Product Protection Branch (DTA Troop Support-FTSB). Note: Points will be deducted for not responding to a question with a YES, NO, N/A or for not providing the information requested (e.g., establishment registration information). To download a copy of the DLA Troop Support Food Defense Checklist, go to http://www.troopsupport.dla.mil/subs/fs_check.pdf or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Product Protection Branch (DLA Troop Support-FTSB).

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

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

XII. 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.

XIII. PLACE OF PERFORMANCE

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

XIV. PACKAGING

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

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

XV. LABELING

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

XVI. PACKING

If applicable, the shipping container (including any necessary blocking, bracing cushioning or waterproofing) shall comply with the regulations of the carrier used and provide safe delivery to the destination point at the lowest possible tariff

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cost. It shall be capable of multiple handling and storage under favorable conditions for a minimum of one year.

XVII. PROPOSALS

Due the time sensitive nature of the Polytray Bakery items, proposals received after closing will NOT be considered.

XVIII. HIGHER LEVEL REQUIREMENTS**A. Quality Assurance Requirements for Ration Component Production Plants****1. Packaging and Packing Materials**

Packaging components (e.g., fiberboard shipping boxes, fiberboard sleeves, roll stock/lid material, polymeric trays, adhesive, tape, etc.) are subject to the FAR Clause 52.246-15, CERTIFICATE OF CONFORMANCE (APR 1984). The Government QAR shall have the responsibility for verifying CoC's as necessary. Any inspections required by the specifications may be performed by the Government to assure compliance with the specifications.

2. General Inspection (Examination/Testing) Requirements

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

1. Produce and inspect a new lot.

2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g., time, temperature, etc.)

See "Rework of Nonconforming Product Pre or Post Acceptance" for applicable situations.

3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Re-inspection of Nonconforming Supplies"

4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Re-inspection of Nonconforming Supplies". Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units.

Examples of valid technical reasons are:

A. After finding the lot nonconforming for net weight, it is discovered that the scales used for the inspection were out of adjustment or

B. After finding the lot nonconforming for a chemical test characteristic, it is discovered that a chemical used in the analysis has deteriorated or had not been properly prepared.

(B.) The contractor may petition the Government (through the Contracting Officer) for skip lot or a reduction in verification inspection at such time that the contractor believes his quality program is fully acceptable and reliable. There will be no "skip lot" or "reduced" inspection option for critical defects.

B. Quality Assurance Provisions for MIL-PRF-32004B, Packaging of Food in Polymeric Trays

The following procedures for sampling and inspection shall also be applied when an end-item's filled and sealed container examination is required to be performed in accordance with paragraph 4.2, "Examination of container", of MIL-PRF-32004B. These procedures shall be applied to inspection results where critical defects are a determining factor in the rejection of a lot.

Change in severity of inspection shall be based on the critical defect category and determined by component type, regardless of lot size. For Normal inspection the sample size shall be 200 sample units and for Tightened inspection 315 sample units examined for critical defects and the finding of any critical defect shall be cause for rejection of the lot. Normal inspection will be used at the start of inspection. Normal inspection shall continue unchanged for the critical category of defects on successive lots except where the procedures given in ANSI/ASQC Z1.4-2003, Sampling Procedures and Tables for Inspection by Attributes, require a change in the severity of the inspection, from Normal to Tightened. The procedures given in ANSI/ASQC Z1.4-2003 shall be used to switch from Tightened inspection to Normal inspection. There

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will be no "reduced" inspection option. The Government has the right to discontinue Government inspection as cited in ANSI/ASQC Z1.4-2003 or the MPC clause or both.

1. The Government QAR will notify the contractor of a change in the severity of inspection as a result of Government origin inspections. The contractor is required to perform inspections which provide the same risk (equal or better) as those performed by the Government (ex: the contractor must select for end item examination, as a minimum, the same number of samples selected by the Government for end item inspection).

2. Upon notification by the Government QAR of change of severity of inspection from Normal to Tightened, the contractor shall submit a corrective action plan to the Government QAR and the Contracting Officer. Government QAR will withhold inspection of lots produced after notification until corrective action plan is received and approved. The corrective action plan shall contain, as a minimum, the following:

A. Root cause of the deficiency.

B. Action taken to correct the deficiency.

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

D. Corrective action effective date(s).

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

As authorized by the Contracting Officer, discontinuation of inspection may be invoked by the Contracting Officer when there is a pending action against a contractor to improve the quality of the submitted product/material, a contractor fails to submit a corrective action plan, and/or a corrective action plan is not effective in correcting or in preventing recurrence of root cause of the deficiency.

In addition to the above, the Contracting Officer, at his discretion, may invoke increased inspection for critical defects at origin and/or destination when determined to be in the best interest of the Government

3. The contractor will have a quality assurance program that supports continuous improvement in accordance with paragraph XI- O-5-a above and the particular requirements applicable to the polymeric tray items.

4. Government verification inspection and testing (conducted by the GQAR or Government laboratory) shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the Contracting Officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless the contractor's lot submittal package.

(inspection/test results-including analytical testing) provided to the GQAR indicates conformance to ALL contractual requirements.

5. Government verification inspection may be accomplished by utilizing smaller sample sizes provided sampling plans utilized do not increase producer's sampling risk as assessed by applicable (ANSI/ASQC Z1.4-2003) operating characteristic curves. Contracting Officer approval must be obtained prior to skip lot and/or reduced inspection.

6. End Item Testing. Compliance with applicable Performance-based Contract Requirements (PCR) or Commercial Item Description (CID) requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the PCR, CID, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

C. MISCELLANEOUS TECHNICAL REQUIREMENTS FOR POLYMERIC TRAY ITEMS

1. The procedures contained in the "Integrated Pest Management (IPM) Program Requirements for Operational Rations," of April 2011 are required and apply to all polymeric tray food component operations. Each contractor is to have an

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

2. Commercial sterility test applies to all thermoprocessed/retorted polymeric tray items. Incubate one filled, sealed and thermally processed polymeric tray from each retort cook at 95 degrees Fahrenheit +/- 5 degrees for 10 days, unless otherwise specified by the inspection agency. Any evidence of swelling or microbial activity following incubation shall be considered a test failure.

Note: For Fruits, Incubate at 80 degrees Fahrenheit +/- 5 degrees for 10 days.

3. In addition to the requirements of any applicable COMMERCIAL ITEM DESCRIPTION (CID) or PERFORMANCE-BASED CONTRACT REQUIREMENT (PCR) for components cited herein, all requirements, including the Performance Requirements of the Quality Assurance Provisions and Packaging Requirements for the applicable CID or PCR, are applicable.

4. For all items thermostabilized by retorting, each filled and sealed polymeric tray shall be in the retort process within two hours after sealing.

5. Additionally, the following applies to perishable raw and cooked beef, chicken, pork, turkey and other meats used in the production of end items intended for operational rations. All perishable meats shipped from the supplier to the processing plant shall be accompanied by either a USDA Grading Certificate (if required) or a Certificate of Conformance (CoC) indicating compliance to specified requirements, and initial chilling or freezing date of the product as applicable. The ingredient supplier shall certify compliance with processing and PACKAGING requirements for formed or breaded meats. Under no circumstances shall any meat or meat product be older than 180 days at time of use:

a. Chilled meats: Meats received in the chilled state shall have not been previously frozen and shall have been held at an internal temperature of 28 to 40 degrees Fahrenheit for a period not to exceed.

4 days following initial chilling and prior to preparation and further processing. Upon arrival at the processing plant, if chilled product is not used within 72 hours, it shall be frozen and stored at a temperature not to exceed 0 degrees Fahrenheit. Frozen product must be used within 180 days after initial freezing.

b. Frozen meats: Frozen meats received at the processing plant may be accepted provided the product internal temperature has never exceeded 20 degrees Fahrenheit. Upon arrival at the processing plant, if not used immediately, the product shall be stored at a temperature not to exceed 0 degrees Fahrenheit, and product must be used within 180 days after initial freezing.

6. For thermostabilized fruits and other seasonal crop components: Acceptance will be limited to product processed and packed subsequent to date of award and from the latest season's crop.

D. Government verification inspection and testing (conducted by the GQAR or Government

Laboratory) shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the Contracting Officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless the contractor's lot submittal package.

(inspection/test results-including analytical testing) provided to the GQAR indicates conformance to ALL contractual requirements.

E. Operational Ration Component Lot Number and Lot Inspection

The component lot number for thermostabilized (retorted) products packaged in polymeric trays shall be defined as the Julian

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lot number assigned at the origin manufacturer's plant and the inspection lot shall include only product produced in one work-shift. For non-thermostabilized products packaged in polymeric tray containers, a lot number is defined as the quantity of finished product produced/ assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/ assembly day. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing sub-samples from each sub-lot/sub-code during production of the lot), the sub-samples must be drawn at random from the sub-lot and not inspected until all the sub-samples are combined to make up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection).

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

The "Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End Item Verification Inspections for Operational Rations", dated March 2001, are applicable to current and future contracts. The switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes shall not be used for Government verification inspections. For products requiring a drained weight examination, the following is also required: The contractor shall provide the

Government Quality Assurance Representative (GQAR) a copy of the current production standard (PDM/First Article) formula (including ratios of ingredients), and formulation records for each production lot submitted for Government end item verification inspection. The GQAR shall initiate skip-lot inspection based on Government verification inspections results of each product and notification that the contractor's Quality System Plan (QSP) was rated acceptable by DLA Troop Support-FTSB. The Government verification inspection may be further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government, or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best interest of the Government.

The sampling plans switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used only by the contractors during the performance of contractor's end item verification inspections. Producers using the switching procedures, cited in ANSI/ASQC Z1.4, during the performance of their end item inspections must train personnel and follow **all of the switching rules** cited in the standard. As indicated in the standard, the sampling scheme is a combination of sampling plans with switching procedures, and each sampling plan has its own set of rules by which a lot is to be inspected and accepted or rejected. Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each subplot during production of the lot), the subsamples must be drawn at random from the subplot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with paragraph "Operational Ration Component Lot Numbers"). All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer. The producer's end item verification inspection results must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

H. Reliability Conditions

The Government may perform verification inspection (examination, testing or both) to assure that the inspection performed, or certificates furnished by the contractor are reliable. Initially, the amount of verification inspection may equal the amount of inspection performed by the contractor. It is the intent of the Government to be able to rely on the contractor so that the amount of verification may be reduced accordingly. In the event the Government determines by means of verification inspection, surveillance of the contractor's inspection activity, or the submission by the contractor to the Government of nonconforming supplies that the contractor's inspection results or certificates from any plant are not reliable, the Government reserves the right to increase the rate or amount of verification inspection to and including

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full lot-by-lot inspection and to charge the contractor for the costs incurred for any or all Government examinations and tests performed on supplies from the plant/plants determined to be unreliable after such time as the contractor is advised in writing of the particular inspection concerning which his unreliability is established. In addition, the Government reserves the right to sample and inspect for compliance with contract requirements all supplies produced for the Government remaining in the contractor's facilities at the time of notification in an other than reliable status, even though said supplies may have been produced prior to receipt of notification. It is to be especially noted that the Government is contracting for a complete and reliable inspection system as well as a product conforming to all requirements of the contractual document(s). When any element of the contractor inspection system (a particular test or examination of the end item or component) has been determined to be unreliable, the Government reserves the right to consider the inspection system as a whole unreliable, and to return to full lot-by-lot verification (and charge therefore) for each and every examination and test. Examination and testing by the Government and charges to the contractor will continue until such time as the contractor's reliability is again established to the satisfaction of the Contracting Officer. Evaluation of contractor's examination results and review of test results will be accomplished by the QAR. Final evaluation of contractor's test results will be accomplished by DLA Troop Support-FTR, Subsistence Supplier Operations Directorate.

2. The Government QAR may perform verification inspection on any of the lots presented by the contractor to determine if the inspection results reported by the contractor are a reliable indication of product quality. Verification inspection results may be compared with product acceptance criteria set forth in the contract and/or with contractor inspection results for the purpose of determining if verification inspection performed by the Government QAR may be reduced. This reduction in Government verification inspection may be affected through less frequent inspection (skip lot/modified skip lot), reduced severity of inspection, or both. Contracting Officer's approval must be section obtained before switching the degree of inspection severity to reduced inspection even though all criteria have been met.

3. Unless otherwise specified in the contract, verification inspection performed by the QAR will be in accordance with the specification Quality Assurance Provisions regardless of any approved alternative procedures employed by the contractor.

4. Unless otherwise specified, when the contractor inspection results have been determined to be unreliable, the next determination as to reliability will be made:

i. For examination characteristics. After the production and examination of not less than three or more than five lots.

ii. For test characteristics. After six day's production or after the number of day's necessary to produce and test six inspection lots, whichever is greater.

NOTE: During the period the contractor's test system is considered unreliable, supplies will be accepted or rejected on the basis of Government laboratory test results.

iii. For Certificate of Conformance. After two inspection lots of component items, except that return to a reliable status will be based on conformance of a component item to requirements if inspection results are not submitted by the contractor.

iv. After a contractor has been notified that his inspection system has been found to be unreliable, the status or unreliability will continue until the Government notifies the contractor that a reevaluation has been completed and the results indicate that the inspection system is considered as regaining a reliable status. In addition to the requirements in paragraphs E-3-J-

(D) 1, 2, or 3 above, time will be required by the Government to review the contractor's results by the evaluators, complete verification inspection, perform statistical analysis, and to notify the contractor. The contractor will be charged for costs incurred by the Government for inspecting lots (including costs associated with sampling) used for evaluating reestablishment of an acceptable inspection system status.

5. Whenever considered necessary as an aid in determining reliability of contractor inspection, the Government will determine, by the use of recognized statistical methods, if there is a significant difference between inspection results furnished by the contractor and the results of verification inspection.

6. Supplies, which have been found nonconforming by the contractor, may be subjected to special Government verification examination of the lot or lots in question. The verification examination results for each such lot so selected will be compared with the contractor's results using the lot-by-lot comparability determination procedure for reliability only and

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shall not be used for acceptance or rejection of production lots.

7. In the event the Government elects not to perform verification inspection prior to delivery and acceptance, payment will not be delayed provided the contractor's inspection results indicate the end item and components (including packaging, unitization, packing, labeling and marking materials) conform to the specification requirements, and further provided that said results are presented in the manner prescribed herein.

8. Normally, verification inspection will be performed on a stationary lot basis, regardless of physical location, at any time prior to acceptance. Warehousing charges for labor, reconditioning, and any other such costs incident to sampling for examination and/or testing will be borne by the contractor, except when examination is performed at a point other than the premises of the contractor, subcontractor or contractor's freezer or warehouse.

9. Conformance of supplies, or parts thereof, will be determined in accordance with the applicable specification tolerances, acceptable quality levels and sampling procedures contained in the contract except as provided herein. At destination, the original inspection lots need not be reconstituted. For sampling purposes, supplies delivered under the contract may be grouped to form lots. The size of the sample will be determined by the sampling procedures specified in the contract for the quantity of supplies on which action is proposed. Whenever the contract does not provide criteria to determine the number of sample units, the number of containers selected for appropriate number of sample units, the number of containers selected for sampling will be the square root of the number of containers in the lot.

Frozen product may be inspected for determination of compliance with all terms of the contract. If necessary, the product or samples, as appropriate, may be defrosted to the extent required to accomplish this inspection. At origin, the contractor will employ a procedure for identifying the inspection status of material before, during, and after processing.

10. The contractor's inspection system will be considered unreliable if a statistical comparison of contractor and Government inspection results indicates noncomparability. The noncomparable status will serve to notify the contractor of the significant disparity between the Government verification results and the contractor's results without either result indicating nonconformance. The Contracting Officer and/or Government QAR will notify the contractor when his inspection system is considered unreliable and change inspection system status to unreliable. The Contracting Officer and/or Government QAR will notify the contractor of any change in the inspection system status and of all reevaluations, whether or not a change in the inspection system is applicable.

11. The contractor's inspection system will be considered unreliable when the Government inspection results indicate nonconforming product, and a significant difference is observed between the contractor and verification inspection results. The Contracting Officer and/or Government QAR will notify the contractor of any change in the inspection system status and of all reevaluations, whether or not a change in the inspection system is applicable.

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

13. The contractor may be liable for certain inspection costs for examination or tests (for end item or components, separately) performed by the Government.

14. When the contractor is liable for costs, as defined by this contract, the following will apply:

The Government QAR will notify the contractor in writing when the contractor's inspection system is determined to be unreliable. A copy of this letter containing the reason(s) for such determination will be forwarded through the appropriate CQAE(s) to the Procurement Contracting Officers (PCO). During the period of unreliability, the QAR will submit weekly reports of applicable inspection costs, including travel expenses, through the CQAE(s) to the PCO for review and collection.

15. Inspection costs will be computed at the rate of \$35.00 per hour. Hours will be computed based on total hours for all inspectors used to perform inspection (i.e., three inspectors at three hours each = nine hours total). Actual travel expenses will be determined in accordance with applicable travel regulations.

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16. Upon reestablishment of reliability the QAR will notify the contractor in writing and submit a copy of this letter, along with a final report of examination costs, through the CQAE(s) to the PCO. The contractor may appeal the assessment of examination costs in writing to the PCO stating full justification to refuse these costs. The PCO will provide a written decision on the appeal to the contractor. Assessment of examination costs will be based upon the dates of QAR notification to the contractor.

A. The Contracting Officer will notify the contractor in writing when the contractor's test system is determined to be unreliable. The Government QAR and DLA Troop Support-FTR will report applicable costs/charges related to Government sampling and testing to the Contracting Officer for collection.

B. Costs devoted to actual travel time will be computed at the current authorized hourly rate, computed to the nearest quarterly hour increment.

C. Laboratory testing costs will be assessed at the rate of \$25.00 per hour.

D. Warehouse cost. Warehouse labor costs as reported by destination will be assessed at cost.

E. Miscellaneous expenses. Related expenses which can be reasonably computed will be assessed at actual cost.

Administrative costs. To the direct costs which are considered assessable, additional assessments will be added, based on the following charges to cover administrative costs which have been incurred by the Government in the review and assessment of actual costs.

i. An administrative charge of \$10.00 if actual charges do not exceed \$25.00 per reliability determination.

ii. An administrative charge of \$10.00 if actual charges exceed \$25.00 but do not exceed \$50.00 per reliability determination.

iii. An administrative charge of \$15.00 if actual charges exceed \$50.00 but do not exceed \$75.00 per reliability determination.

iv. An administrative charge of \$20.00 if actual charges exceed \$75.00 per reliability determination.

NOTE: The above administrative charges do not include the cost for processing a contract modification.

G. The contractor shall be liable for Government costs (i.e., man- hours, travel, per diem, administration, etc.) incurred as a result of the failure of the contractor to notify the inspection service of change(s) in production schedule. Costs will be computed and reported by the QAR as detailed above.

XIX. QUALITY ASSURANCE INSPECTION AND ACCEPTANCE REQUIREMENTS FOR POLYMERIC TRAY ITEMS

1. The Quality Assurance Provisions of this solicitation and Quality Assurance Provisions and Packaging Requirements of component Prime Documents cited in this solicitation are required for contractor and USDA inspection.

2. For all Operational Rations food components (MRE, MCW/LRP, Polymeric Tray Items, UGR, etc.), inspection shall be Contractor Paid USDA, AMS, FV, PPB inspection in accordance with the below General Inspection Requirements, unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing is specified in accordance with the below Alternative Inspection Requirements for Selected Items. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be

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provided in accordance with FAR Clause 52.246-15 Certificate of Conformance.

GENERAL INSPECTION REQUIREMENTS**(a) Inspection.**

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

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

(3) The Government will perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform with contract requirements, the inspector shall report the findings of his inspection to the appropriate DLA Troop Support office (Operational Rations Business Unit, Food Services Business Unit, Produce Business Unit, Food Safety Office, etc.). The applicable DLA Troop Support office shall report the findings to the Contracting Officer or the Ordering Officer, who shall in turn notify the Contractor.

(4) Supplies will be rejected when any evidence of insect activity (live or dead in any stage of development) or rodent activity/ contamination is found in or on product, packaging, packing or unitization.

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

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

(b) Standby Test Samples.

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

(c) USDA and USDC Certificates.

(1) Inspection by USDA, AMS, Fruit and Vegetable Division, Poultry Division or Dairy Division: When DD Form 250, Material Inspection Receiving Report (MIRR), is not used, the Contractor shall obtain official USDA inspection certificate, which shall:

(i) Contain the following statement in the grade section of the certificate:

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(A) Supplies listed here on conform to all quality requirements of the contract.

Container condition meets all requirements of the contract.

(C) Visual examination indicates conformance to packaging, packing, unitization, labeling and marking requirements of the contract.

(ii) Indicate that supplies shipped are those inspected. This may be satisfied by means of one of the following:

(A) Each primary container must be embossed, stamped or stenciled with a code mark prior to inspection, which corresponds with the code marks listed on the USDA grade certificate.

(B) The USDA grade certificate bears a statement that all of the shipping containers comprising the inspection lot have been stamped with the official USDA stamp impression.

(C) The USDA certificate of loading, if issued, bears a cross-reference to the applicable USDA inspection document.

(iii) Indicate that the contractor has furnished a certificate of conformance for packaging, packing, labeling, marking and unitization materials.

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector.

(v) Indicate the applicable contract or order number.

(2) Inspection by USDA, AMS, Livestock, Meat, Grain and Seed Division: For all shipments, whether DD Form 250 (MIRR) is required or not, the Contractor shall obtain a USDA agricultural products acceptance certificate (Form LS 5-3), which shall contain the information specified in paragraph (c)(1). The Contractor shall also include the applicable lot number(s).

(3) Inspection by USDA, GIPSA, Field Management Division: When DD Form 250 (MIRR) is not required, the Contractor shall obtain an official USDA inspection or examination certificate, as appropriate. In addition to the entries required by the GIPSA, the certificate shall contain the following certification: "Supplies listed here on conform to all quality and condition requirements of the contract".

(d) Distribution of Certificates. Copying machine duplicates of USDC certificates and USDA certificates other than USDA Form LS 5-3 are not acceptable. Copying machine duplicates of USDA Form LS 5-3 are acceptable only as provided in paragraph (2) and (3) below. Copying machine duplicates of the original signed DD Form 250 are acceptable. In addition to the prohibited use of copying machine duplicates, USDC certificates must also be embossed with the official seal of the USDC. The contractor shall distribute certificates as follows:

(1) When DD Form 250 (MIRR) signed by the inspector is provided, a copy of the USDA/USDC inspection certificate need not be furnished to the designated paying office. (Exception: When the contract or specification provides for acceptance of product with a price adjustment to the contractor" invoice, e.g., excess fat in ground beef, the original signed USDA/USDC inspection certificate must be attached to the top of the commercial invoice which is submitted to the designated paying office.)

(2) When DD Form 250 (MIRR) is not required, the original signed USDC inspection certificate or USDA inspection certificate other than USDA Form LS 5-3 must be attached to the top of the commercial invoice, which is submitted to the designated paying office. When the services of the USDA, AMS, Livestock, Meat, Grain and Seed Division are employed, the original signed USDA Form LS 5-3 or a copying machine duplicate of the original form LS 5-3 with an original signature must be attached to the top of the commercial invoice which is submitted to the designated paying office.

(3) As appropriate for any shipment, one blue or green signed copy of the original USDA Fruit and Vegetable Division certificate; one green or yellow carbon copy of the original signed USDA, AMS Dairy Division or Poultry

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Division certificate; one copy of the original signed USDA, GIPSA or USDC certificate; one copy of the original signed USDA Form LS 5-3 or a copying machine duplicate of the original USDA Form LS 5-3 with an original signature shall accompany each shipment to each destination and be marked ATTN: Subsistence Inspector.

(4) In the event the Contractor does not include appropriate certificate(s) with each shipment to each destination as required, the Government reserves the right to arrange for government grading/inspection and certification at destination at the Contractor's expense.

(e) Lot Identification. The Contractor shall code or distinctively mark by embossing, stamping, printing or stenciling each shipping container for every lot of supplies offered for acceptance so as to identify the lot from any other lot produced by the Contractor. Under both in-process (online) and stationary lot inspections, the maximum lot size, unless otherwise specified in the contract, shall be defined by the assigned inspection agency.

(f) Particular Inspection Requirements.

(1) Primary Containers: Examination of primary containers for external condition and labeling shall be in accordance with the U.S. standards for condition of food containers, except that when requirements are contained in the specification, examination shall be performed in accordance with that specification. When additional requirements are specified in the specification, examination for these requirements shall be in accordance with the specification.

(2) Unit Loads: Examination of unit loads shall be in accordance with DLA Troop Support Form 3507.

(3) All Other: Examination shall be in accordance with the specification. ALTERNATIVE

INSPECTION REQUIREMENTS FOR SELECTED ITEMS

(a) Optional Contractor Testing of Contractor-Furnished Materials.

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

(b) Compliance of Product.

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

(c) Reliability Conditions.

(1) To be considered reliable, the Contractor's testing system shall produce results comparable to the Government test results; unless the Government agency having jurisdiction has inspected the item produced at the Contractor's plant within the previous 120 days. Unless otherwise specified in this contract, the Government inspector will select samples randomly from the first three lots of end items presented for inspection and will conduct verification testing on a skip-lot basis. Skip-lot verification is done by random selection of samples from not less than one lot in six consecutive lots presented for inspection. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent

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inspection. (For instance, starting with a group of six lots (i.e., 1-6), one lot is randomly selected for inspection. If lot 4 is selected, the next samples will be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 is selected, the next samples will be selected from lots 9, 10, 11, 12, 13, or 14; and so on.)

Contractor's testing system shall be considered unreliable when (i) the Government verification results indicate product nonconformance to contract requirements; and (ii) a significant disparity exists between Government laboratory results and Contractor test results. When a Contractor's testing system is determined to be unreliable, compliance testing will revert to the Government, and all items shall be inspected by the Government prior to shipment.

(3) Contractor's testing system will be considered doubtful when (i) a significant disparity exists between Government laboratory results and Contractor test results; (ii) the Government test results indicate significantly poorer quality than the Contractor's; and (iii) the Government laboratory test results do not indicate product nonconformance to a statistically significant degree. When the Contractor's testing system is considered doubtful, verification testing will be performed on each lot produced; however, the Government will continue to permit the Contractor to ship based on its own test results.

(4) Contractor testing system reliability will be determined by applying recognized statistical tests to the Contractor's and Government's test results. These determinations shall be accomplished by the DLA Troop Support, Directorate of Subsistence, Food Safety Office, 700 Robbins Avenue, Philadelphia, PA 19111-5092.

(5) The Contracting Officer will notify the Contractor of any change in reliability status. Notification will include details of the statistical determinations and test results used in reliability studies. Telephonic notification and copies of these determinations will be provided to the Government by DLATS-FTSC.

(d) Procedures.

When the Contractor elects to perform testing, the following shall apply:

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

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

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

(e) Charges Applicable to Unreliable Test Status.

The prime Contractor shall be charged the costs of lot-by-lot inspection during the period that its testing system is considered unreliable. These charges will be processed and approved by the Contracting Officer.

(f) Format for Contractor/Subcontractor Test

Report. Name & Address of Contractor:

Name & Address of Subcontractor: (if

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applicable) Received for Testing: (date)
Contract Number:

Sample Tested: (end item or component, indicate by

name) Quantity Tested:
Applicable Specification:

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

applicable) Quantity in Lot: (units)
Testing Completed: (date)

Test Report

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

(Typed name and title of laboratory official and signature)

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

Certification

I certify that the above test results were furnished to this firm to cover the testing of samples which are representative of the lot, and to the best of my knowledge and belief, have been found to comply with the analytical requirements of the specification, contract no.

Signature:

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

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

Certification

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

Signature:

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

the date) Distribution:

(Original and one (1) copy to Government inspector, who will forward one (1) copy to DLATS-FTSC; and hard copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

3. FAR Clauses 52.246-2, Inspection of Supplies - Fixed Price and 52.246-11, Higher Level Contract Quality Requirement, are applicable to properly enforce the Higher Level Contract Quality requirements.

4. In addition to any inspection requirements cited in contract and/or prime documents, for entrees, starches and

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soups, and fruits, inspection for packaging, labeling and packing, and marking shall be in accordance with the Quality Assurance Provisions and Packaging Requirements for MIL-PRF-32004B, Packaging of Food in Polymeric Trays, and the Quality Assurance Provisions contained in this solicitation.

5. This solicitation and the resultant contract (s) shall be subject to in-plant/in-process inspection and lot inspection at Origin. Origin inspection shall be contractor paid United States Department of Agriculture, Agricultural Marketing Service, Specialty Crops Program, Specialty Crops Inspection Division (USDA, AMS) inspection in accordance with Provision 9023, General Inspection Requirements, unless otherwise specified by this solicitation/contract. This includes, but is not limited to, in-plant/in-process records review and recording of daily observations such as the batching, cooking, processing, and packaging operations taking place and other critical food safety related issues such as sanitation. When USDA, AMS is designated cognizance for the support of the Government's quality assurance requirements, the responsibilities and authorities cited in the regulations, policies, etc. of the respective agency and those regulations, policies, etc. to which that agency is subject, are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by Provision 9024, Alternative Inspection Requirements for Selected Items, is applicable unless otherwise specified by this solicitation/contract.

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)

QUALITY SYSTEM PLAN (QSP)- GENERAL OUTLINE

- I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN**
- II. TRAINING**
- III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS**
- IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT** (In accordance with ANSI/NCSL Z540-1 or ISO 10012-1)
- V. CONTROL AND PROTECTION OF PRODUCT**
 1. Handling, Storage, Packaging, Preservation, and Delivery Program
 2. Product Identification and Traceability Program
 3. Inspection and Test Status and Records
 4. Control of Nonconforming Product
- VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER SUPPLIED PRODUCT** (Government-furnished material)
- VII. RECEIPT INSPECTION AND TESTING**
- VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:**
 1. Manufacturing Process Controls Techniques (DLAR MPC Clause)
 2. Statistical Process Control Techniques (SPC QAP)
- IX. REGULATORY CONTROLS**

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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**

MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS

The Contractor shall:

1. Ensure that all manufacturing operations are carried out under controlled conditions which will adequately assure that product characteristics and criteria specified by contract are achieved and maintained in the produced item. Controlled conditions include documented process control and in-process inspection procedures, adequate methods for identifying and handling material, and adequate production equipment and working environments.
2. As a minimum, perform inspections, examinations and/or tests, during manufacturing on those product characteristics which cannot be inspected at a later stage, and ensure that process controls are implemented and effective.
 - a. Manufacturing processes shall be evaluated to determine which process characteristics have an effect on the quality of the produced item. These manufacturing processes shall be identified and requirements for their control shall be specified in written process control procedures.
 - b. When in-process inspection of material is not practical, control by monitoring processing methods, equipment, and personnel shall be provided. Both in-process inspection and process monitoring shall be provided when control is inadequate without both.
 - c. Prompt corrective action shall be taken when noncompliance or out of control conditions occur.
3. Clearly identify each in-process inspection and process control point at appropriate locations in the manufacturing operation.
4. Prepare clear, complete, and current written procedures for:
 - a. Each in-process inspection. Identify: the type, frequency, and amount (sampling plan/100 percent) of inspection; product characteristics to be inspected; criteria for approving and rejecting product; the record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.
 - b. Each process control. Identify the criteria, frequency, and records used verifying control of the process.
 - c. Assessing the adequacy of in-process inspections and process controls. The Contractor's quality organization shall assure by periodic surveillance that procedures are followed and are effective. Records of this surveillance will be maintained.
5. Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract. The Government is under no obligation to perform verification inspection or to accept product produced under the contract until the Government has received acceptable written procedures, and has been afforded the opportunity to evaluate the inspection system. Acceptance of the Contractor's inspection system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the Contractor. Periodic evaluations of the system may be made by the Government throughout the life of the contract.

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

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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 to schedule inspections with USDA, AMS SCI Division applicable area offices located in (College Park, GA; North Brunswick, NJ; Richmond, VA; San Antonio, TX; South Bend, IN; Stockton, CA; 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 noncompliance **within one working day** using the Corrective Action Request (CAR) Form. QSP evaluations and CARs shall be sent to DLA Troop Support-FTSB, by email at (SubsistenceQualitySystems@dla.mil), FTSB personnel E-mail addresses, or faxed (215) 737-0379, or **the preferred and most expeditious method is via mail or fax:**

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

During the Acquisition Phase: During the acquisition phase (prior to contract award), the documented QSP will only be considered acceptable or unacceptable. If a plan as presented is determined to be unacceptable for production (which would occur if it does not address the aforementioned minimum elements and include documents/procedures indicated in Workbook I as applicable, or if it is determined that the plan as presented will result in an increase in the consumer's risk, production of nonconforming products or does not meet specification requirements/acquisition needs), the Contracting Officer, at his/her discretion, may provide the contractor with DLA Troop Support-FTSB's QSP evaluation comments as to cause(s) of why the plan was considered unacceptable for production and with the opportunity to resubmit a revised QSP. **If a contractor has previously submitted a QSP and the rating was acceptable, the contractor may reference this QSP by date and only changes (if deemed necessary) need to be submitted at time of bid submittal for this or for future contracts. NOTE: If a contractor/subcontractor is producing under a current contract requiring a QSP and the QSP is still rated UNACCEPTABLE, the Contracting Officer reserves the right not to consider the prospective contractor/subcontractor for award of an item that requires a QSP.**

DLA Troop Support-FTSB Quality Systems Auditors evaluate, assign QSP ratings, and approve or disapprove changes to the QSP. **QSP procedures or changes to a QSP that may involve a change to a specific contractual requirement (cited in the contract TDP (Technical Data Package)/ items specification/CID) must be coordinated and approved by the Contracting Officer.** To expedite the evaluation process, all QSP changes (**that do not involve a specific contractual change**) shall be **simultaneously** provided to the In-Plant GQAR and a copy faxed, E-mailed, or mailed to DLA Troop Support-FTSB and each applicable office for their review. The GQAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DLA Troop Support-FTSB

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

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

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

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

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

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

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

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

GENERAL REQUIREMENTS:

1. 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.
2. 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.
3. 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.

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4. 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.

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

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

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

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

SPECIFIC REQUIREMENTS:

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

a. For Thermostabilized or Hot Filled Items: (1) Polymeric tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) and (2) All thermostabilized items - the critical control points of the process schedule as determined by the contractor's Processing Authority and critical control points of the retort process schedule. The critical control points, other control points, and the contractor's Processing Authority shall be clearly identified in the Regulatory Controls Section and/or the In-Process and Process Inspection and Testing Section of the contractor's QSP, as applicable.

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

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

3. A documented QSP determined to be Insufficient for Production during the acquisition phase or seriously

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deficient may preclude the offeror from receiving an award. However, the PCO has the final authority and he/she may permit an offeror to revise a deficient QSP provided it is reasonably capable of being made sufficient for production or acceptable. Failure to negotiate a sufficient for production and/or acceptable QSP, as applicable, may also preclude the offeror from receiving an award.

4. SPC Program: The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) shall be covered in the applicable section of the contractor's QSP. For characteristics as designated by the Offeror and/or the Government to be controlled using SPC or MPC techniques as indicated above, the QSP, as a minimum, must address the following: The QSP must identify and define each In-Process Control Point (IPCP) and/or process control point (PCP) in sequence in relation to the production, subassembly/assembly flow or chain of events (from weighing/mixing/batching of ingredients/materials, packaging, to final product); clearly identify the control technique selected (SPC/MPC or combination) to control each process identified; the number of samples selected, location of sample selection, and frequency of sampling at each IPCP and PCP identified; include procedures that describe the production/assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item); and identify documents that are the basis for the SPC/MPC program including internal audits, textbooks, standards, and/ or Government documents.

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

6. SPC Training: Information must be covered in the Training Section of the QSP or other applicable section of the contractor's QSP.

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

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

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

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

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

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

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Control of Quality Records Section of the QSP or in the applicable section of the contractor's QSP.

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

11. The contractor's documented QSP and implemented Quality Systems are to be verified by the in-plant Government QARs/ inspectors, when Government source inspection is required, in accordance with the Operational Rations Documented QSP Evaluation Workbook I, the regulation/file code of the respective inspection agency, and the particular requirements detailed in the contract.

PART 12 CLAUSES

52.212-1 Instructions to Offerors -- Commercial Items (MAR 2023) FAR - is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse>. Select Title 48, Federal Acquisition Regulations System. Chapter 1 is the FAR. Chapter 2 is the DFARS. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

Addendum to 52.212-1:

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

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

- a. Delete the 1st sentence and substitute the following:

Submit signed and dated offers as specified above in the "Notice to our valued suppliers" section on or before the exact due date/local time as specified on page 3 at Block 8. [X] Facsimile offers are NOT authorized for this solicitation. [] Facsimile offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

- b. Submission Requirements: Offerors are required to submit the completed solicitation, Product Demonstration Models, a pricing proposal, and the additional submission requirements.

Product Demonstration Models (PDMs)

See Section 4, Subsection I, Paragraph (d) in the Statement of Work for PDM submission instructions.

Price Proposal

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Refer to the "Schedule of Supplies" section within the proposal. The Government reserves the right to require information other than cost or pricing data, as defined at FAR 2.101, or cost and pricing data, as applicable and if required to determine price reasonableness of any offer(s).

Offerors must submit pricing for the Polytray Bakery Items. Pricing must be submitted for both tiers on an F.O.B Destination basis. Failure to offer pricing on both tiers may be deemed as non-acceptance of the item(s) and/or tier(s), which could result in rejection of the entire proposal as technically unacceptable. Different prices may be offered per tier. The Government anticipates awarding contracts on a per-line item basis from this solicitation. Each offer should be priced accordingly. Only one price, per tier will be accepted. Prices must be formatted using no more than two decimal places. (Ex: \$X.XX).

Additional Submission Requirements

Food Defense Plan: In accordance with the Food Defense requirement identified in Section XI, paragraph B, the offeror must submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. This plan must be submitted with the offeror's initial offer.

Integrated Pest Program: Contractors and subcontractors must submit an Integrated Pest Management Plan based on the requirements stated in Section XI, paragraph A. This plan must be submitted with the offeror's initial offer.

Quality System Plan: In accordance with the Quality System Plan requirements identified in section XX of this solicitation, the offeror must submit this plan with its initial offer.

Small Business/Subcontracting Plan (applicable to large businesses only): Contractors must submit a Small Business/Subcontracting Plan based on the requirements stated below. This plan must be submitted with the offeror's initial offer.

****Small Business/Subcontracting Plans must address all 15 elements of FAR 52.219-9(d).**

Large business contractors must indicate what portion of the contract will be sourced from both Large Business (LB) and Small Business (SB). Under the portion to be sourced from Small Business, each subcategory (i.e., Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns) must address goals in terms of percentages and total dollars. This information must be provided for the performance period of the contract.

See FAR 2.101 and FAR 19.102 for small business definitions size standards.

The percentages must be formulated using the total to be sourced (i.e., both large and small business total dollars) as the divisor. The offeror must describe the proposed SB, SDB, WOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the product supplier levels.

These figures must pertain to the proposed acquisition only. These figures will represent what percentage/dollar value of products are to be supplied under this contract by a SB, SDB, WOSB, SDVOSB, and HZSB manufacturer, grower, or private label holder.

The contractor must obtain at least 32% of the supplies for proposed contract from all SB firms (vs. LB firms) as indicated in the DoD Office of Small Business Programs pertaining to current subcontracting goals. Within the subcategories, the Contractor will obtain the minimum percentage for the following goals: 22% from SB, with individual SB subcategories goals of 5% from SDB, 5% from WOSB, 3% from SDVOSB firms, and 3% from HZSB

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firms.

Example and format:

The following is the preferred format for the submission of small business data.

Dollars Percent

Total Contract Price:	\$1,000,000	100%
Total to be Subcontracted:	\$900,000	90%
To Large Business:	\$630,000	70%
To Small Business:	\$270,000	30%
SB:	\$63,000	7%
SDB:	\$63,000	7%
WOSB:	\$45,000	5%
SDVOSB:	\$36,000	4%
HZSB:	\$36,000	4%

*Note: Total Contract Price cannot be equal to Total to be Subcontracted

Notes:

(1) Please ensure offeror dollars are not included in the total subcontracted dollar value. The total contract value and total subcontract value must not be the same.

When calculating figures for the chart above, the business size of the manufacturer, grower, private label holder is to be considered, NOT the business size of the broker/agent that may have supplied the product to the Contractor.

Surge and Sustainment Plan: Offeror's must submit Surge and Sustainment Plan in accordance with the below requirements:

L18 Surge and Sustainment (S&S) Requirements - Instructions to Offerors (FEB 2017)

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

(b) Capability Assessment Plan (CAP).

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

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

NOTE:

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

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

- A. How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary.
- B. What is the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory?

Backup communications plan to alert vendor and DLA Troop Support personnel of the activation of this Emergency Operations Plan. This communications plan should also address how shipments enroute to the facility will be re-routed to the secondary facility.

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

The offeror is required to submit maximum capability for item requirements in the below table.

By submission of offer, Offeror agrees to accelerate deliveries up to the quantities entered in the table below. This information must be provided for each line item an offeror intends to submit an offer.

CAP:

0-45 days:
46-75 days:
76-105 days:
106-135 days:
136-165 days:
166-195 days:
196-225 days: __ Total days:

2. Paragraph (c), *Period for acceptance of offers.*

Change “30 calendar days” to read “180 calendar days”.

3. Paragraph (d), *Product Samples:* Add the following:

For requirements regarding PDMs refer to the Technical/Quality Data Package Section of the solicitation.

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.

5. Paragraph (h), *Multiple awards.*

The Government intends to make one award per line item.

6. Paragraph (i), *Availability of Requirements Documents Cited in the Solicitation.*

Contact: Matthew DePetris or Matthew Conroy

Form (CONTINUED)**52.212-2 Evaluation --Commercial Items.**

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

The following paragraph of 52.212-2 is amended as indicated below:

Paragraph (b), Options, is deleted in its entirety.

(a) The Government will award an indefinite quantity contract per line item resulting from this solicitation to the responsible and responsive offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

(i) **Technical Proposal**

Product Demonstration Models (PDMs)

The U.S. Army, Combat Capabilities DEVCOM Soldier Center (DEVCOM) will evaluate Initial PDMs for compliance with product specifications and for compliance with the sensory characteristics designated and defined in the product's technical documents. These sensory characteristics, namely appearance, odor, flavor, and texture (or combination dictated by the product's technical documents), represent distinct sensory characteristic categories and will be evaluated by category by panelist. Each panelist will assign to each sensory characteristic category a quality score by using a 9-point quality scale, where 9 is the highest score and 1 the lowest score. The mean value of the panelists' ratings for each sensory characteristic category will be determined.

DEVCOM will assign an overall quality scale score to each Initial PDM that it evaluates. The overall score will be equal to the mean score of the lowest-rated sensory characteristic category. For each Initial PDM, an overall quality score of 6.00 through 9.00 will indicate an acceptable rating and an overall quality score of 1.00 through 5.99 will indicate an unacceptable rating. PDMs must be rated as "Acceptable" to be eligible for award.

In the event the Government conducts negotiations, an offeror that receives an "Unacceptable" rating on an any line item's initial PDM will be given the opportunity to submit a Revised PDM for that line item. Revised PDMs that are submitted for a final evaluation will be evaluated using the same criteria discussed above. Offerors are advised that if they have any unacceptable Revised PDMs for a given line item after the final evaluation, the proposal for that respective line item will be found technically unacceptable and the offer will not be considered for award.

(ii) **Price Proposal**

Award(s) will be made on a per line-item basis to the technically acceptable offer with the lowest, total evaluated price to the Government. The Government will determine the lowest, total evaluated price per line item by multiplying the estimated quantity for this acquisition by the unit price offered for each tier. Then, the estimated prices for both tiers will be added together to calculate the total evaluated price per line item. The offerors' total evaluated price will be compared to determine the lowest, total evaluated price. The award will be based on the lowest, total evaluated price to the Government. Cost and pricing data will not be required at solicitation closing, but the Government reserves the right to request information other than cost and pricing data.

The Government's rating assessments under low price technically acceptable award methodology will be deemed either acceptable or unacceptable.

The Government intends to award each line item to the responsive and responsible offeror(s) that conforms to the solicitation requirements, with Technical Factors and Price considered. Because the Government contemplates awarding contracts on a per-line-item basis, multiple contracts may be awarded, including contracts that include only a single line item.

Please note, taking exception to any of the terms and conditions of the Solicitation may remove your company from consideration for award.

Both Technical and Price are equally important evaluation factors.

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Form (CONTINUED)**(i) Additional Submission Requirements**

Additional Submission Requirements will be reviewed for acceptability but will not be evaluated for award decision(s). The successful awardee(s) will be required to maintain an acceptable Food Defense Plan, Integrated Pest Management Plan, Quality Systems Plan, Surge and Sustainment Plan, and a Small Business Subcontracting Plan (applicable to large businesses only). The contracting officer must approve these plans prior to award.

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 there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 Offeror Representations and Certifications -- Commercial Items (DEC 2022) FAR

The Offeror should 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 should 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).

“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.

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- (3) PSG 88, Live Animals.
- (4) PSG 89, Subsistence.
- (5) PSC 9410, Crude Grades of Plant Materials.
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible.
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products.
- (8) PSC 9610, Ores.
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

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

“Sensitive technology” --

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

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

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(1) Means a small business concern --

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

“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 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.

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

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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.

(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 Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), 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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB

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Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and

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

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements - Israeli Trade Act."

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

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

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Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in

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the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line

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items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) Have, ? have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting

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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.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see

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FAR [22.1003-4\(d\)\(2\)\(iii\)](#);

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

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Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that -

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that -

(i) It is ? is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

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

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(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 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

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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) 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 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.

(End of Provision)

Alternate I (Oct2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

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

___ Black American.

___ Hispanic American.

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

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

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

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

52.212-4 Contract Terms and Conditions -- Commercial Items (DEC 2022) - FAR 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.

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

1. Paragraph (a), Inspection/Acceptance, is revised to add FAR clause 52.246-2, Inspection of Supplies - Fixed Price. FAR 52.246-2 expands the definition of “Supplies,” to include, but not limit to, raw materials, components, intermediate assemblies, end products, and supply lots. FAR 52.246-2 provides a basis for the Government's right to perform Product Verification Testing (PVT), which is a requirement on any resulting contract(s). PVT is addressed in DLAD clause 52.246-9004. Each clause is contained in full text elsewhere in the solicitation.

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

(c) Changes.

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;

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(ii) Place, manner, or time of delivery.

(2) 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.

(3) 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.

(4) 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 (m), Termination for Cause is deleted and replaced with 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.

4. Paragraph (o), Warranty is deleted in its entirety and replaced with the following:

(a) Definitions.

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

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

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

(b) Contractor's obligations.

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

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

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

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

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

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

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

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

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

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

(c) Remedies available to the government.

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

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

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

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

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

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

(v) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefore. In such event, the Government may repro cure similar supplies upon such terms and in such manner as the Contracting Officer may deem appropriate, and charge to the contractor the additional cost occasioned the Government thereby.

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

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

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

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

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

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

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

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

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

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

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

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

(r) 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 1n553 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.

6. Paragraph (t), System for Award Management (SAM).

Add the following:

(5) Definitions.

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes.

"Commercial and Government Entity (CAGE) Code" means --

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

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

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

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

“Registered in the SAM Database” means that --

- (a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (b) The Contractor's CAGE code is in the SAM database; and
- (c) The Government has validated all mandatory data fields and has marked the records “Active.”

52.212-5 --Contract Terms and Conditions Required to Implement Statutes or Executive Orders --Commercial Items (MAR 2023)

(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) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(7) [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. 4655](#)).

 X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

 X (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.](#)

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[S.C. 6101 note](#)).

(5) [Reserved].

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

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

(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](#)).

(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 (Oct 2022) ([15 U.S.C. 657a](#)).

(12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (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](#).

(16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(17) (i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).

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

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

(iv) Alternate III (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 (Oct 2022) ([15 U.S.C. 637s](#)).

(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 (Oct 2022) ([15 U.S.C. 657f](#)).

(22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2023)([15 U.S.C. 632\(a\)\(2\)](#)).

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

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- (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ([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 (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of [52.222-26](#).
- (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](#).
- (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](#).
- (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (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](#).

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- (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (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 (Jun2016) (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) (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).
- (ii) Alternate I (Oct 2022) of [52.225-1](#).
- (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].
- (iii) Alternate II (Dec 2022) of [52.225-3](#).
- (iv) Alternate III (Jan 2021) of [52.225-3](#).
- (v) Alternate IV (Oct 2022) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (Dec 2022) ([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. Subtitle A, Part V, Subpart G Note).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- (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. 3805](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

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(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. chapter 67](#)).

(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

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terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial 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 2022) ([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 [52.222-50](#) ([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

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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. Subtitle A, Part V, Subpart G 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) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxiii) [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](#).

(2) 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.

Addendum to 52.212-5

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

1. 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
2. 252.203-7003, Agency Office of the Inspector General (AUG 2019)
3. 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
- 252.204-7016 Covered Defense Telecommunications Equipment Or Services - Representation (Dec 2019) DFARS
4. 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEC 2019)
5. 252.225-7001, Buy American and Balance of Payments Program (MAR 2022)
 - a. Alternate I (MAR 2022) of 252.225-7001
6. 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
7. 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019)
8. 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)
9. 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
10. 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
11. 252.225-7021, Trade Agreements (MAR 2022)
 - a. Alternate II (MAR 2022) of 252.225-7021
12. 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
13. 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
14. 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (MAR 2022)
 - a. Alternate I (MAR 2022) of 252.225-7036
 - b. Alternate II (MAR 2022) of 252.225-7036

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- c. _____Alternate III (MAR 2022) of 252.225-7036
- d. _____Alternate IV (MAR 2022) of 252.225-7036
- e. _____Alternate V (MAR 2022) of 252.225-7036
- 15. _____252.225-7039, Defense Contractors Performing Private Security Functions Outside the United States. (JUN 2016)
- 16. 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)
- 17. _____252.227-7013, Rights in Technical Data - Noncommercial Items (FEB 2014)
- 18. 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
- 19. _____252.227-7037, Validation of Restrictive Markings on Technical Data (APR 2022),
- 20. 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
- 21. _____252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
- 22. _____252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
- 23. 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
- 24. _____252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
- 25. _____252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
- 26. _____252.247-7023, Transportation of Supplies by Sea (FEB 2019) .
 - a. _____Alternate I (FEB 2019) of 252.247-7023.
 - b. _____Alternate II (FEB 2019) of 252.247-7023.
- 27. _____252.247-7027, Riding Gang Member Requirements (MAY 2018)

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

1. 252.225-7039, DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JAN 2015)
2. 252.227-7013, Rights in Technical Data - Noncommercial Items (JUN 2013)
3. 252.227-7015, Technical Data - Commercial Items (FEB 2014)
4. 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)
5. 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
6. 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
7. 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
8. 252.247-7023, Transportation of Supplies by Sea (APR 2014)

(End of Addendum)

252.247-7022 Representation of Extent of Transportation by Sea (JUN 2019) DFARS

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) *Representation.* The Offeror represents that it --
 _____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 _____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at [252.247-7024](#), Notification of Transportation of Supplies by Sea.

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Form (CONTINUED)**52.215-6 -- Place of Performance. -- Place of Performance (Oct 1997) - FAR**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code) Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

L09 Reverse Auction (OCT 2016)

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

- (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.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS**52.202-01 DEFINITIONS (JUN 2020) FAR****52.203-03 GRATUITIES (APR 1984) FAR**

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- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) FAR. Alternate I (NOV 2021).**
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) FAR**
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023) DFARS**
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS**
- 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS**
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR**
- 52.204-06 UNIQUE ENTITY IDENTIFIER (OCT 2016)**
- 52.204-07 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)FAR**
- 52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR**
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (Oct 2016) FAR**
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (Oct 2018) FAR**
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS**
- 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS**
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023) DFARS**
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (NOV 2021)FAR**
- 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (MAY 2019) DFARS**
- 52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR**
- 52.210-01 MARKET RESEARCH (NOV 2021) FAR**
- 52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JUL 2021) FAR**
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR**
- 52.211-06 BRAND NAME OR EQUAL (AUG 1999) FAR**
- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE, EMERGENCY PREPAREDNESS, AND ENERGY USE PROGRAM (APR 2008) FAR**
- Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]
- 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**
- ****
- (b) The permissible variation shall be limited to:
- 2.00 Percent increase
- 2.00 Percent decrease
- This increase or decrease shall apply to each individual line item.
- 52.216-19 -- Order Limitations. -- Order Limitations (Oct 1995) -FAR**
- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the quantity equivalent to one pallet, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
- (1) Any order for a single item in excess of the line item's maximum quantity;
 - (2) Any order for a combination of items in excess of the line item's maximum quantity; or
 - (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements 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

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requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(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 120 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls. (OCT 2016) -DFARS

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

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

Information and Cyber Incident Reporting.

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

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see [252.204-7012\(b\)\(2\)](#) --

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see

<http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

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

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

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

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

(End of provision)

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Form (CONTINUED)**252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. (JAN 2023) -DFARS**

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

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

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

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

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

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

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

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

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

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this

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clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to --

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third-party beneficiary of this clause.

(c) *Subcontracts*. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR****52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period ; provided, that the Contractor shall not be required to make any deliveries under this contract after 1,460 days after award
(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022) FAR**52.222-03 CONVICT LABOR (JUN 2003) FAR****52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2022) FAR****52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR****52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR****52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) FAR****52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020) FAR****52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) FAR****52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR****52.222-50 COMBATTING TRAFFICKING IN PERSONS (NOV 2021) FAR****52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR****52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) FAR**

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Form (CONTINUED)**52.225-18 PLACE OF MANUFACTURE (AUG 2018) FAR****252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS****252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS**

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

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

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

“Qualifying country” means a country with a reciprocal defense procurement.

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

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

“Structural component of a tent” --

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

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

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

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

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

(1) Food.

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

(3)

(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

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

(8) Canvas products.

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

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

(c) This clause does not apply --

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

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

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

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

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

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

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

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

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Form (CONTINUED)

synthetic fabric itself), if --

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

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

(B) Items made in whole or in part of fabric in Federal Supply Group 83,

Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

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

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

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

(d)

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

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

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

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

(End of clause)

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to --

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023) DFARS**52.227-01 AUTHORIZATION AND CONSENT (JUN 2020) FAR****52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) FAR****52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR****52.232-11 EXTRAS (APR 1984) FAR****52.232-17 INTEREST (MAY 2014) FAR**

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Form (CONTINUED)**52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR****252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.233-1 DISPUTES (MAY 2014) FAR****52.233-2 SERVICE OF PROTEST (SEP 2006) FAR****52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR****52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR****L06 Agency Protests (DEC 2016)**

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016) DLAD**(c) The offeror should check here to opt out of this clause:**

[]. Alternate wording may be negotiated with the contracting officer.

52.242-13 BANKRUPTCY (JUL 1995) FAR**52.242-15 STOP-WORK ORDER (AUG 1989) FAR****52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR****52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR****252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS****52.244-06 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) FAR****252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2023) DFARS****52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR****52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR****52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR****52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR****52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)****52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/> .

(End of Clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**Part 12 Clauses****CLAUSES ADDED TO PART 12 BY ADDENDUM****252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****Part 12 Provisions****PROVISIONS ADDED TO PART 12 BY ADDENDUM**