

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 75	PAGES
2. CONTRACT No.	3. SOLICITATION No. SPE3S1-14-R-0004	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2015 AUG 14	6. REQUISITION/PURCHASE No. 1000018067		
7. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA		CODE SPE3S1	8. ADDRESS OFFER TO (If other than Item 7) See Block 7				

NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Business Opportunities Office, Bldg 36-2-S until 3:00PM local time 2015-Sep-14 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Stephen Granato PSPTRCA	B. PHONE/FAX (NO COLLECT CALLS) Phone: 215-737-3839 FAX: 215-737-3184	C. EMAIL ADDRESS STEPHEN.GRANATO@DLA.MIL
---------------------------	------------------------------------	---	---

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	5
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	11
X	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	11
X	F	DELIVERIES OR PERFORMANCE	4				
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	14
X	H	SPECIAL CONTRACT REQUIREMENTS	5	X	M	EVALUATION FACTORS FOR AWARD	15

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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.

SOLICITATION AND OFFER - FORM SF33**Page 1 (CONTINUATION SHEET)****SECTION A****Offer Due Date/Local Time: September 14, 2015 – 3 PM****Block 8**

Mailed offers should be sent to:

DLA – Troop Support
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5096

Block 9**Handcarried offers, including delivery by commercial carrier, should be delivered to:**

DLA – Troop Support
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5096

NOTE: All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for federal holidays as set forth in 5 U.S.C. 6103. Offerors using a commercial carrier service must ensure that the carrier service “handcarries” the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in **Block 8 of the Form SF33.**

SUPPLIES

SECTION B

B-1. ITEMS TO BE SUPPLIED

WATER, DRINKING, EMERGENCY,
 NSN: 8960-01-587-6603
 Item description:
 4 oz flex pouch pg, w/centered spout
 CID A-A 20332
 Type I, size a, class 1, design c

WATER, DRINKING, EMERGENCY,
 NSN: 8960-01-485-9695
 Item description:
 4 oz flex pouch pg, w/side spout
 CID A-A 20332
 Type I, size a, class 1, design b

WATER, DRINKING, EMERGENCY,
 NSN: 8960-01-124-4543
 Item description:
 4 oz flex pouch pg, w/o spout
 CID A-A 20332
 Type I, size a, class 1, design a

This procurement is for an Indefinite Quantity Contract (IQC) with a minimum and maximum order quantity. The term of the contract will be three 12 month tier periods. The ordering period shall commence on the award date of the contract and shall continue for one calendar year thereafter (tier 1), followed by 2 subsequent tiers. Deliveries might fall outside of the effective period for any given tier. There is no EPA clause. The set-aside status is unrestricted.

B-2. QUANTITY REQUIREMENTS FOR EACH TIER:

<u>ITEM/NSN</u>	<u>Minimum Qty.</u>	<u>Maximum Qty.</u>
WATER, DRINKING, EMERGENCY, FLEXIBLE POUCH NSN: 8960-01-587-6603	75,000	225,000
WATER, DRINKING, EMERGENCY, FLEXIBLE POUCH NSN: 8960-01-485-9695	50,000	150,000
WATER, DRINKING, EMERGENCY, FLEXIBLE POUCH NSN: 8960-01-124-4543	175,000	525,000

Delivery will be FOB DESTINATION for all three NSNs.

There are currently 5 locations where this product will be shipped – DoDAAC in ():

- Tracy, California DDJC - (W62G2T)
- Susquehanna, Pennsylvania DDSP - (W25G1U)
- Warner Robins AFB, GA DDWG - (SW3119)
- Tinker AFB, OK DDOO - (SW3211)
- Hill, Utah DDHU – (SW3210)

Pricing submitted below should reflect the range between the minimum and maximum quantities. There are no options to exercise, you must submit pricing for all 3 tiers of the contract at the time of your offer. Potential awardees are requested to offer one price representing this entire quantity range for each of the three NSNs. i.e.- this same price is to be considered for shipping to any of the 5 delivery locations.

1. **WATER, DRINKING, EMERGENCY,**
NSN: 8960-01-587-6603 (Center Spout)
Tier 1 unit price \$ _____
Tier 2 unit price \$ _____
Tier 3 unit price \$ _____

2. **WATER, DRINKING, EMERGENCY,**
NSN: 8960-01- 485-9695 (Side Spout)
Tier 1 unit price \$ _____
Tier 2 unit price \$ _____
Tier 3 unit price \$ _____

3. **WATER, DRINKING, EMERGENCY,**
NSN: 8960-01- 124-4543 (No Spout)
Tier 1 unit price \$ _____
Tier 2 unit price \$ _____
Tier 3 unit price \$ _____

SECTION C

C-1 SPECIFICATION/DESCRIPTION

A. NSN: 8960-01-587-6603

WATER, DRINKING, EMERGENCY, 4 oz flex pg, w/centered spout

CID A-A 20332

Type I, Size A, Class 1, Design c

B. NSN: 8960-01-485-9695

WATER, DRINKING, EMERGENCY, 4 oz flex pg, w/side spout

CID A-A 20332

Type I, Size A, Class 1, Design b

C. NSN: 8960-01-124-4543

WATER, DRINKING, EMERGENCY, 4 oz flex pg, w/o spout

CID A-A 20332

Type I, Size A, Class 1, Design a

C-2 PRIME (ACQUISITION) DOCUMENT:

A. Water, Drinking, Emergency

1. Commercial Item Description (CID) A-A-20332C, 03 May 2007
2. Packaging Requirements and Quality Assurance Provisions (PKG&QAP) A-A-20332C, 24 August 2009, with change 02, 24 May 2011.

C-3 DATE OF PACK:

A. Acceptance will be limited to product processed and packed subsequent to date of award/invoking the option. Additionally, all shipments of product from a producer to destination points shall not be older than three months at time of shipment.

C-4 MISCELLANEOUS REQUIREMENTS

A. Compliance with Applicable Regulations

1. Emergency Drinking water shall comply with Title 21, Code of Federal Regulations Parts (21 CFR §§) 165.110 and 129.35 in addition to all other applicable regulations.

2. Compliance with the provisions contained in 21 CFR § 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 applicable provisions of the United States Code and the Code of Federal Regulations. For example, low-acid canned food manufacturers, Part 110 and 113 are applicable.

3. All products shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, processing, thermoprocessing, packaging, labeling, packing, storage, and distribution of those products and with all applicable provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder.

B. The Contracting Officer or any Government personnel designated by him shall be permitted entry into the contractor's and subcontractor's plants during performance of manufacturing operations. Except for inspection service, the Contracting Officer shall give prior notice of the purpose of the meetings and shall furnish dates of the visit.

C. All items thermostabilized by retorting shall be sealed and in the retort process within two hours of filling

D. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

1. As required by 48 CFR §246.408-70, Subsistence; AR 40-657/NAVSUP 4355.4H/MCO P10110.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service; DLAR 4155.3, Inspection of Subsistence Supplies and Services; DLAD 52.246-9044, Sanitary Conditions; and as clarified by the Armed Forces Food Risk Evaluation Committee, all Operational Ration Food Components shall originate from establishments sanitarily approved for supplying the specific food item.

2. Sanitary approval is established by:

a. Listing in the Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Worldwide Directory) as established by the U.S. Army Public Health Command (USAPHC), or

b. An establishment specifically exempted from listing in the Worldwide Directory by AR 40-657/NAVSUP 4355.4H/MCO P10110.31H paragraph 2-15a(2)(a) through (i).

3. This requirement applies to all Operational Rations and all Government Furnished Materiel (GFM) and CFM Operational Ration food components.

4. Requests for inspection and Worldwide Directory listing by USAPHC will be routed through DLA Troop Support-FTR 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-FTR, in coordination with the Chief, Approved Sources Division, USAPHC.

E. FOOD SECURITY

1. All rations and components should be processed and transported in accordance to the Food and Drug Administration's (FDA) Guidance for Industry: Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance.
2. This guidance identifies the kinds of preventive measures food manufacturers, processors, or handlers may take to minimize the risk that food under their control will be subject to tampering or other malicious, criminal, or terrorist actions. The implementation of enhanced food security preventive measures provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials, other ingredients, and postproduction finished product.
3. The guidance can be found at: <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/FoodDefense/ucm083075.htm>

F. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS

1. The requirements of the "Integrated Pest Management (IPM) Program Requirements for Operation Rations" (28 April 2011) apply to all Ration Assembly and Component operations except as specifically exempted in Section E of this document.
2. Evidence of insect, rodent or pest infestation; foreign material; or contamination of any component item, filled and sealed accessory packet, filled and sealed menu bag, or final assembly packed case will be cause for rejection of the involved lot or lots.

G. THE FOLLOWING CHANGE(S) APPLY TO: Commercial Item Description A-A-20332C, Water, Drinking, Emergency, May 2007.

1. Page 4, paragraph 6.3, Total Coliforms test methods, add:
 - a. AOAC 991.14 (Coliforms and Escherichia coli Counts in Foods, Dry Rehydratable Film Method)
 - b. AOAC 986.33 (Bacterial and Coliform Counts in Milk, Dry Rehydratable Film Method)
 - c. AOAC 989.10 (Bacterial and Coliform Counts in Dairy Products, Dry Rehydratable Film Method)
2. Page 4, paragraph 6.3, Standard plate count test methods, add:
 - a. AOAC 990.12 (Aerobic Plate Count in Foods, Dry Rehydratable Film Method)

- b. AOAC 2008.10 (Enumeration of Aerobic Mesophilic Flora in Foods)
- c. AOAC 986.33 (Bacterial and Coliform Counts in Milk, Dry Rehydratable Film Method)
- d. AOAC 989.10 (Bacterial and Coliform Counts in Dairy Products, Dry Rehydratable Film Method)

H. THE FOLLOWING CHANGE(S) APPLY TO: Packaging Requirements And Quality Assurance Provisions For CID A-A-20332C, Water, Drinking, Emergency, 24 Aug 2009 with Change 02, 24 May 2011

1. There are no changes at this time

SECTION D

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

D-1 PACKAGING: In accordance with D-1 PACKAGING of the PKG&QAP A-A-20332C, WATER, DRINKING, EMERGENCY.

D-2 LABELING: In accordance with D-2 LABELING of the PKG&QAP A-A-20332C, WATER, DRINKING, EMERGENCY.

D-3 PACKING: In accordance with D-3 PACKING of the PKG&QAP A-A-20332C, WATER, DRINKING, EMERGENCY.

D-4 UNITIZATION: In accordance with D-4 UNITIZATION of the PKG&QAP A-A-20332C, WATER, DRINKING, EMERGENCY.

D-5 MARKING: In accordance with D-5 MARKING of the PKG&QAP A-A-20332C, WATER, DRINKING, EMERGENCY.

D-6 CLAUSES

- A. 252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS
- B. 52.211-9010 SHIPPING LABEL REQUIREMENTS- MIL-STD-129P (APR 2014) DLAD
- C. 52.211-9010 SHIPPING LABEL REQUIREMENTS - MIL-STD-129P ALT I (AUG 2005)
- D. 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD
- E. 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

SECTION E INSPECTION AND ACCEPTANCE

Saving and reserving all rights under the general inspection requirements of DLAD Clause 52.246-9023, the procedures for inspection and acceptance will be as follows:

E-1. Origin inspection shall be contractor paid United States Department of Agriculture, Agricultural Marketing Service, Fruit and Vegetable Program, Specialty Crops Inspection Division (USDA,AMS) end-item lot inspection in accordance with DLAD Clause 52.246-9023, General Inspection Requirements, unless otherwise specified by this solicitation/contract. 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 DLAD Clause 52.246-9024, Alternative Inspection Requirements for Selected Items, is applicable unless otherwise specified by this solicitation/contract. Optional contractor testing provided by DLAD Clause 52.246-9024, Alternative Inspection Requirements for Selected Items, is not applicable to microbiological testing. When permitted by the applicable food component specification, a Certificate of Conformance (CoC) for ingredients shall be provided in accordance with FAR Clause 52.246-15, Certificate of Conformance.

E-2. The contractor and USDA,AMS shall perform those inspections (examinations and tests) specified by A-A-20332C, Commercial Item Description, Water, Drinking, Emergency; by PKG&QAP 20332C, Packaging Requirements and Quality Assurance Provisions for CID A-A-20332C, Water, Drinking, Emergency; and by Section E of this solicitation/contract, unless otherwise specified by this solicitation/contract and its subsequent amendments/modifications.

E-3. Packaging and Packing Materials

Packaging and packing components (e.g., fiberboard shipping boxes, cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape, etc.) are subject to the Certificate of Conformance FAR Clause 52.246-15. The Government Quality Assurance Representative (GQAR) 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. FAR Clause 52.246-15 shall also apply to bond strength tests on retort pouches.

E-4. Operational Ration Component Lot Number and Lot Inspection

A lot number is defined as the quantity of end-item/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 GQAR 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).

E-5. Government verification inspection (examinations and tests)

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 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-6. End Item Testing.

Compliance with applicable quality assurance requirements will be determined by the contractor and by the GQAR on the end item/finished product in accordance with the applicable provisions required by this solicitation/contract and its amendments/modifications. 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.

E-7. 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. The GQAR shall initiate skip-lot inspection based on Government verification inspections results of each product and notification by DLA Troop Support - FTR. 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 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, and approved by the Contracting Officer. The producer's end item 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.

NOTE: A copy of "Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End Item Verification Inspections for Operational Rations" can be found at <http://www.troopsupport.dla.mil/subs/support/quality/skpp.pdf>. Direct requests for clarification/interpretation of the procedures cited therein to DLA Troop Support – FTR (Contracting Officer). A Quality System Plan (QSP) is not required by this solicitation.

E-8. 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 Reinspection 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 Reinspection 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.

E-9. Rework of Nonconforming Product Pre or Post Acceptance.

Rework of Nonconforming Product: The GQAR 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 Inspection (Receipt, In-Process And End-Item Inspections): Unless otherwise specified below, all reworks and screening inspections conducted prior to the initial Government inspection of the lot 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.

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 receipt, in-process, or end item inspection(s) that supplies will not or do not conform to contractual requirements and the supplies cannot be reworked 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 GQAR shall only inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request nonconforming supplies to be inspected by the GQAR, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

B. The Following Reworks Must Be Coordinated with the Supervisory GQAR and, As Required, Approved by the Applicable DLA Troop Support-FTR Office.

1. Insect or Rodent Infestation/Contamination: Reworks must be approved by FTR/FTSB.
2. Food Safety and Foreign Material:

(a) All corrective actions performed on product due to foreign material and/or processed/unprocessed container mix-ups must be approved by FTR.

NOTE: In addition to FTR approval, approval by the cognizant regulatory agency, FDA and or USDA-FSIS, is required.

(b) 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.

(c) Retesting/reinspection/rework of product that tested positive for food borne pathogens (salmonella, e. coli, etc.) is not authorized.

(d) These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).

NOTE: Deviations (that occur during or prior to the production of a product) from specific preparation/ formulation/ingredient requirements cited in the specifications shall be submitted as

a request for product deviation and must be approved and coordinated with the Specification Preparing Activity (Natick) through the applicable contracting officer.

3. Second Time Reworks: All second time reworks must be approved by the applicable FTR contracting officer.

4. Nonconformances Noted During Government Inspection for End Item Compliance: All rework requests submitted for defects noted during Government inspection for end item compliance must be approved by the applicable contracting officer, unless exempted under paragraph 3 above.

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

6. 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 Reinspection of Nonconforming Supplies". 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.

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 for which the contractor took a corrective action, the corrective action will be determined to have been ineffective.

E-10. Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies

(A.) When the requirements cited in the section of this solicitation entitled "Rework Of Product Pre or Post Acceptance" require that a written request for deviation, waiver, rework, or reinspection must be furnished, as appropriate, to the Contracting Officer and cognizant Government QAR, that request shall at a minimum contain the following:

1. Contractor's name and address.
2. Contract number, lot number(s), and quantity.
3. Item nomenclature and NSN, whether a component or end item.
4. Specification number, table/paragraph number, sample size, AC/REJ number(s), defect number(s), number of defects. Identify the pouch codes of defective units.
5. Classification of defects: Critical _____ Major _____ Minor _____
6. Cause of nonconformance or deviation, and corrective and preventive action.
 - a) State the root cause of the deficiency.
 - b) State the corrective action and the preventive action contractor has taken/will take to preclude recurrence.

c) If preventive action is not possible, state why.

7. If deviation/nonconformance is of a recurring nature, the frequency of occurrence and date/contract/lot number of last occurrence.

8. Effect on cost/price.

9. Effect on delivery schedule.

10. Full justification for request for deviation, waiver, rework or reinspection.

11. Submit in-process data (MPC,SPC) and contractor and Government end-item records for the involved lot(s). Submit retort records, copy of process schedule and letter from Processing Authority if a process deviation.

12. Applicable to the defect found or class of defects for critical defects, identify the situations where the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

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

(B.) When a valid technical reason for reinspection 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 nonreworked lot after taking the corrective action, and evaluate the results of the initial inspection and the reinspection by means of recognized statistical methods.

1. If the statistical tests reveal no significant difference between the results of the two inspections, acceptability will be based on reinspection 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.

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

A. 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.

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

E-11. In order to facilitate lot traceability, the following is required:

(A.) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc) and/or as authorized by the Contracting Officer.

(B.) Each shipping case shall normally contain only one manufacturer's lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within.

(C.) Each unit load shall contain only one production lot, as a rule. However, when a partial unit load remains at the end of a production day, the contractor is permitted to complete the unit

load with another lot's material. In this instance a unit load may consist of two lots to facilitate shipment.

(D.) When two lots are incorporated on one pallet, the contractor shall affix a unit load placard on two adjacent sides of the unit load, identifying each lot number on the load and the quantities of pouches/items within each lot.

(E.) Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250, WAWF Receiving Report.

E-12. Production Standard Replenishment for Food Items:

Acceptable PDMs will be used as production standards by both the Contractor and the Government. The approval of any PDM will not constitute waiver of the requirement that all delivered product must meet all other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements, and/or performance requirements.

Every 12 months, the Government Quality Assurance Representative (GQAR) will randomly select 32 replenishment samples for Natick and 70 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 Natick. 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."

Replenishment sample lots will be contractor and Government tested for compliance with all applicable analytical, nutrient, moisture, and microbiological requirements.

E-13. Periodic Review Samples

All food components that are inspected by the USDA/AMS will be subject to periodic review sampling and examination/testing during contract production in accordance with the following criteria: For each calendar month of production, the USDA/AMS inspector will randomly select twelve sample units from a conforming lot of each item (i.e., each type, flavor, etc.) produced and inspected for product examination by USDA/AMS. As instructed by DLA Troop Support, the USDA/AMS inspector shall ship nine of the samples, at the contractor's expense, to the addresses below, once per month.

Six samples selected by USDA/AMS will be sent to:

HEAD, CONTRACT SERVICES SECTION
 USDA,AMS,FV,SCI DIVISION (202) 720-5021
 1400 INDEPENDENCE AVE. SW
 STOP 0247, ROOM 0726, SOUTH BLDG.
 WASHINGTON, DC 20250-0247

Three samples selected by USDA/AMS will be sent to:

US ARMY RESEARCH, DEVELOPMENT & ENGINEERING COMMAND
 NATICK SOLDIER RESEARCH, DEVELOPMENT & ENGINEERING CENTER
 ATTN: RDNS-CFF
 15 KANSAS STREET
 NATICK, MA 01760-5056

The USDA/AMS inspector shall retain three samples for standby use, and return them to the contractor if not needed.

E-14. FAR and DLAD Clauses

NOTE: Where “DD Form 250, Material Inspection Receiving Report (MIRR)”, “DD Form 250 (MIRR)”, “DD Form 250”, etc., is cited in the FAR and DLAD Clauses contained in this section, read the citation as “DD Form 250, Material Inspection Receiving Report (MIRR) or Wide Area Work Flow Receiving Report”, as applicable.

- 52.246-2 Inspection of Supplies – Fixed Price (AUG 1996) FAR
- 52.246-16 Responsibility for Supplies (APR 1984) FAR
- 52.246-15 Certificate of Conformance (APR 1984) FAR
- 52.246-9003 Measuring And Test Equipment (Jan 2014) – DLAD
- 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (Nov 2011) – DLAD
- 52.246-9013 Contractor and Government Samples at Origin (Sep 2007) DLAD
- 52.246-9023 General Inspection Requirements – DLA Troop Support – Subsistence (Nov 2011) DLAD
- 52.246-9024 Alternative Inspection Requirements for Selected Items – DLA Troop Support - Subsistence (Nov 2011) DLAD
- 52.246-9025 Reinspection of Nonconforming Supplies – DLA Troop Support – Subsistence (Nov 2011) DLAD
- 52.246-9039 Removal of Government Identification from Non-Accepted Supplies (Nov 2011) DLAD
- 52.246-9044 Sanitary Conditions (Apr 2014) DLAD
- 52.246-9045 Federal Food, Drug and Cosmetic Act - Wholesome Meat Act (Aug 2008) DLAD

ADDENDA TO SECTION C OF PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS (PKG&QAP) FOR CID A-A-20332, WATER, DRINKING, EMERGENCY

1. Section C, C-2: Add the following paragraph:

“C. Analytical and microbiological requirements. The finished product’s pH, sodium content, chloride content, coliforms, heterotrophic plate count, and turbidity requirements, procedures, and testing shall be in accordance with A-A-20332, as amended by this solicitation/contract.

ADDENDA TO SECTION E OF PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS (PKG&QAP) FOR CID A-A-20332, WATER, DRINKING, EMERGENCY

1. Section E, E-5, A.: Delete the paragraph as written in the PKG&QAP, and insert:

“A. Product examination. The finished product shall be examined for compliance with the salient characteristics specified in A-A-20332. The lot size shall be expressed in pouches. The sample unit shall be the contents of one pouch. The water in pouches may have low off odors and flavors typical of varying water sources, packaging materials and processing procedures.

1. The sample size for performing the product examination shall be determined in accordance with United States Department of Agriculture, Marketing and Regulatory Program, Agricultural Marketing Service Fruit and Vegetable Program, Processed Products Division, AIM Instructional System Inspection, Sampling Manual, Table III - CANNED, FROZEN, OR OTHERWISE PROCESSED FRUITS, VEGETABLES; RELATED PRODUCTS OF A COMMINUTED, FLUID OR HOMOGENEOUS STATE. The Sampling Manual is located at <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=stelprdc5089625>.

2. The product examination samples shall be evaluated for odor, flavor, color, turbidity, and foreign material by comparison to the Product Demonstration Model (PDM). Finished product not equal to or better than the approved PDM in overall appearance and palatability shall be cause for rejection of the lot. Presence of any foreign materials such as, but not limited to packaging materials, adhesives, organic particles, or artifacts due to processing shall be cause for rejection of the lot. The water in pouches may have low off odors and flavors typical of varying water sources, packaging materials and processing procedures.

3. The original PDM samples shall serve as the pouched water product standard samples for this contract unless either the contractor or the DLA Troop Support determines that a new PDM is necessary due to changes in product composition, processing methods, packaging methods, etc.”

2. Section E, E-6, A., (3): Modifications to E-6, A, (3), Table I, shall be as follows:

a. Major “103 Does not pass the 10-foot drop test.” Delete Major 103 as a Table I defect category. See Alternate Inspection Methods below for performance of drop test exam.

b. Major “105 Leakage.” Delete Major 105 as a Table I defect category. No “leakage” exam is required.

c. Major “106 Not buoyant in fresh water.” Delete Major 106 as a Table I defect category. No “buoyancy” exam is required.

d. Minor “202 Net volume less than required.” Delete Minor 202 as a Table I defect category. See “Alternate Inspection Methods” below for performance of net volume or net weight exam.

e. Major “110 Pouch does not have spout.” This only applies to spouted pouches.

f. Major “108 Seal width less than 1/16 inch. 3/” This defect shall be read as follows: “Seal width less than 1/16 inch or less than 1.0 mm for ultrasonic seals. 3/ 6/ (this defect applies to the closure seal)”

g. Major “112 Any seal less than 1/16 inch at any point.” This defect applies to seals other than the closure seal.

h. After footnote 5/ of Table I, add the following footnote: “6/ An internal pressure test may be used to verify pouch integrity for ultrasonically sealed pouches that are difficult to measure or quantify during visual inspection. The closure seal shall be free of wrinkles, occluded matter, or evidence of entrapped moisture or grease that reduces the closure seal width to less than 1/16 inch at any location along its continuous path for conventional heat seals or reduces the closure seal width to less than 1.0 mm for ultrasonic seals.”

ALTERNATE INSPECTION METHODS FOR USE WITH PKG&QAP FOR CID A-A-20332, WATER, DRINKING, EMERGENCY

1. Drop test exam. A drop test shall be performed as an exam separate from E-6,A,(3). Disregard paragraph E-6,B.,(3) as written. The filled and sealed pouches shall be examined as follows: The lot size shall be expressed in pouches. The sample unit shall be one filled and sealed pouch. The inspection level shall be S-3. Each filled and sealed sample pouch shall be dropped onto a non-abrasive, non-resilient surface from a height of 10 feet. Each sample pouch will be dropped twice. Any leaking pouch will be cause for rejection of the lot.

2. Net volume or net weight exam. A net volume exam or a net weight exam (only one type of exam is required) shall be performed as an exam separate from E-6, A, (3), of PKG&QAP A-A-20332. The filled and sealed pouched water shall be examined as follows utilizing the double sampling plans indicated in ANSI/ASQ Z1.4. The lot size shall be expressed in pouches. The sample unit shall be one filled and sealed pouch. The inspection level shall be S-3 and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 4.0. Defects, as applicable, are as follows:

202 Net volume less than required.

202 Net weight less than weight of required 4.0 fluid ounces (118mL).

Note: The net weight of the filled and sealed pouches shall be determined by weighing each sample on a suitable scale tared with a representative empty sample of finished product packaging materials. Results shall be reported to the nearest .1 ounce or 1 gram.

E-5,B,(2), Delete Net volume, as written in PKG&QAP, and insert as “Net volume. The net volume shall be determined by measuring water in a graduated cylinder. Results shall be reported to the nearest 3 ml (0.1 fluid ounce).

ADDENDA TO COMMERCIAL ITEM DESCRIPTION, WATER, DRINKING, EMERGENCY, A-A-30332

a. 6.1.4 Coliforms: Read as “6.1.4 Coliforms. The total confirmed coliform count shall not be more than 0 in 100 mL.”

b. 6.1.5 Standard plate count: Read as “6.1.5 Heterotrophic plate count. The heterotrophic plate count shall not be more than 200 CFU per mL.”

- c. 6.1.6 Turbidity: Read as “6.1.6 Turbidity. Not to exceed 1 NTU. Government verification may be determined by means of the finished product manufacturer’s Certificate of Analysis.
- d. 6.1.7 Foreign odor: Delete the requirement contained in CID A-A-20332, paragraph 6.1.7, Foreign odor.
- e. 6.2.1 Sampling procedures for pH, sodium, chloride, and turbidity analysis:
- i. Read as “6.2.1 Procedures for pH, sodium, chloride, and turbidity analysis. Analysis for pH, sodium, chloride, and turbidity shall be performed on a composite sample. The composite sample shall be prepared from five randomly selected subsamples.”
- f. 6.2.2 Sampling procedure for *Coliforms*, standard plate count, and foreign odor: Read as “6.2.2 Procedures for coliforms and heterotrophic plate count analysis. Analysis for coliforms and heterotrophic plate count shall be performed on five individual samples. The sample selected for laboratory testing shall consist of five randomly selected pouches per lot.
- g. GQAR requests for laboratory testing of pouched water shall be submitted on DD Form 1222, ‘Request for and Results of Tests’, or DA Form 7539, ‘Request for Veterinary Laboratory Testing & Food Sample Record’. A copy of DA Form 7539 can be found at <http://www.army.mil/usapa/eforms/pdf/A7539.PDF>.
- h. In block 16 of DD Form 1222 or in block 12 of DA Form 7539, as applicable, the GQAR shall list each analytical and microbiological test method to be performed, including the method’s source agencies and method numbers, the composition of each test’s sample (composite or individual), and each test’s acceptable analytical or microbiological content requirement.

SECTION F**DELIVERIES OR PERFORMANCE****52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

(b) The permissible variation shall be limited to: 1 % (Percent) Increase 1 % (Percent) Decrease This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

52.211-9020 Time of Delivery – Accelerated Delivery (JUN 2008) DLAD

Unless otherwise authorized in the award, accelerated delivery is acceptable only if there is no additional cost or obligation to the Government for accelerated delivery.

52.211-9051 Time of Delivery (NOV 2011) DLAD

(a) Offers in response to this solicitation will be evaluated as specified in the solicitation. Delivery shall be offered in terms of a number of days after date of award. The number of delivery days required in this solicitation is calculated based on the Government's planned need and customer requirements. Unless delivery is identified elsewhere in the solicitation as an evaluation factor, Offerors are encouraged to conform their delivery terms as closely as possible to the delivery days required, and there will be no evaluation preference, or penalty for faster delivery. Offering a greater number of delivery days than the required delivery schedule may result in the offer not being considered, however the Government reserves the right to consider offered delivery times that exceed the number of delivery days required by the Government. Delivery is required by the Government in accordance with the following schedule:

<u>NSN</u>	<u>QUANTITY</u>	<u>WITHIN NO.DAYS AFTER DATE OF AWARD</u>
8960-01-587-6603	75,000	60
8960-01-485-9695	50,000	60
8960-01-124-4543	175,000	60

Subsequent deliveries must be delivered within 60 days.

(b) The Government may elect to consider for award only those offers that comply with the required delivery schedule but reserves the right to consider offered delivery times that exceed the number of delivery days required by the Government. The Offeror may propose an alternative delivery schedule below. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

Offeror's proposed delivery schedule:

<u>NSN</u>	<u>QUANTITY</u>	<u>WITHIN NO. DAYS AFTER DATE OF AWARD</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(c) The Government will mail, or otherwise furnish to, the Offeror an award or notice of award not later than the day the award is dated. Therefore, the Offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the award or notice of award by adding: five calendar days for delivery of the award through the ordinary mails, or one working day if the solicitation states that the award or notice of award will be transmitted electronically. (The term "working day" excludes weekends and United States (U.S.) Federal holidays.)

NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

52.247-9029 SHIPPING INSTRUCTIONS (NOV 2011) DLAD

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR

52.247-59 F.O.B. ORIGIN -- CARLOAD AND TRUCKLOAD SHIPMENTS (APR 1984) FAR

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (DEC 1989) FAR

(1) To be completed by the offeror:

(i) Type of container:

Wood Box () (Vendor Fill-in),

Fiber Box () (Vendor Fill-in),

Barrel () (Vendor Fill-in),
 Reel () (Vendor Fill-in),
 Drum () (Vendor Fill-in),
 Other (Specify)

(Vendor Fill-in)

(Vendor Fill-in)

(ii) Shipping configuration:
 Knocked-down () (Vendor Fill-in),
 Set-up () (Vendor Fill-in),
 Nested () (Vendor Fill-in),
 Other (specify)

(Vendor Fill-in)

(Vendor Fill-in)

(iii) Size of container:

_____ ' x _____ ' x _____ ' = _____ ' (Length)(Vendor Fill-in) x (Width)
 (Vendor Fill-in) x (Height) (Vendor Fill-in) = (Cubic Ft.) (Vendor Fill-in)

(iv) Number of items per container ___ each (Vendor Fill-in)

(v) Gross weight of container and contents ___ Lbs (Vendor Fill-in);

(vi) Palletized/skidded *() (Vendor Fill-in) Yes *() (Vendor Fill-in) No;

(vii) Number of containers per pallet/skid _____ (Vendor Fill-in);

(viii) Weight of empty pallet bottom/skid and sides _____ (Vendor Fill-in)Lbs;

(ix) Size of pallet/skid and content _____ Lbs Cube (Vendor Fill-in);

(x) Number of containers or pallets/skids per railcar _____ (Vendor Fill-in) *

Size of railcar _____ (Vendor Fill-in)

Type of railcar _____ (Vendor Fill-in)

(xi) Number of containers or pallets/skids per trailer

_____ (Vendor Fill-in)*

Size of trailer _____ Ft (Vendor Fill-in)

Type of trailer _____ (Vendor Fill-in)

* Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation ;

(ii) Tender/Tariff ;

(iii) Item .

SECTION G

CONTRACT ADMINISTRATION DATA

G-1 Contract Administration

Contract administration will be performed by the cognizant DCMA office listed in block 6 of form SF26 or other contract document used at the time of award of any resultant contract(s).

G-2 Correspondence

Except as indicated elsewhere in this solicitation, all pertinent correspondence relative to this contract shall be directed to the office cited above. The contractor's request for acceptance of nonconforming supplies should be submitted to the assigned Quality Assurance Representative (QAR), i.e. U.S. Army Veterinary Inspector (AVI) USDA Inspector or DCAS QAR as applicable. The QAR should forward your request directly to the Contracting Office with an information copy to the Administrative Contracting Officer (ACO). A copy of correspondence notifying the contractor of acceptance/rejection of waiver/deviation requests will be furnished to the ACO by the Contracting Officer.

G-3 Invoices

See clauses 252-232-7003, "Electronic Submission Of Payment Requests And Receiving Reports (MAR 2008) DFARS", and 252.246-7000, "Material Inspection And Receiving Report (MAR 2008) – DFARS", for additional information regarding invoicing for payment.

G-4 Wide Area Workflow e-Business Suite

Any references to form DD250 contained in this solicitation are considered to be the same as the requirements to post receipts and acceptances in Wide Area Workflow (WAWF). Now referred to as WAWF e-Business Suite, it is the Department of Defense's (DoD's) enterprise system for submission of vendor invoices and receiving reports. The specific functions previously done in WAWF are now done through iRAPT which stands for Invoicing, Receipt, Aceptance and Property Transfer. See Section E for information regarding the requirements of WAWF. Also additional information on WAWF may be found at: <https://wawf.eb.mil>

Other websites for DFAS E-invoice payment information:

http://www.defenselink.mil/dfas/money/vendor/Cust_Phone_Numbers.htm

G-5 Manufacturing Directive Numbers

Manufacturing Directive Numbers (MDN) will be assigned to any contract(s) awarded off of this solicitation and included on any resultant delivery orders issued against the contract(s). MDN's will be used by all contractors to identify all Government Furnished Material (GFM) transactions. MRE component items are considered to be GFM.

SECTION H**SPECIAL CONTRACT REQUIREMENTS****52.204-9001 Electronic Order Transmission (NOV 2011) DLAD**

(a) Supplies procured through the Defense Logistics Agency (DLA) may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission:

() Electronic data interchange (EDI) transmissions in accordance with American National Standards Institute (ANSI) X12 Standards through a DLA transaction services approved value added network (VAN).

() Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

(b) Offerors choosing email notification for order transmission shall register their email address on the DLA internet bid board system (DIBBS) home page at <https://www.dibbs.bsm.dla.mil/> as part of the vendor registration.

(c) Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 30 days after date of award may be grounds for termination of the contract by the Government.

(d) Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt.

(e) Note: Information regarding EDI, ANSI X12 transactions and DLA transaction services approved VANs can be obtained from the DAAS web site by going to <https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp>.

(f) Questions concerning electronic ordering should be directed to the appropriate supply center contact below:

DLA Troop Support

Attention: J6P

Information Operations

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5092

Phone: 215-737-2130

52.211-9046 Food and Drug Administration (FDA) Compliance (NOV 2011) DLAD

FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE - DLA TROOP SUPPORT MEDICAL AND SUBSISTENCE (NOV 2011)

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the Contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the Contractor shall notify the Contracting Officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the Contracting Officer that supplies acquired hereunder have been recalled, the Contractor shall either (a) accept certificates of destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the Contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the contiguous United States shall be paid by the Contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. 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 in the contract.

52.246-9044 Sanitary Conditions (APR 2014) DLAD

(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 Public Health Command (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide 2Directory) (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a

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

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

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

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

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

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

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

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at

<http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>.

These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published by the USDHHS, FDA at <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.

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

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

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published by the USDHHS, FDA at

<http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>.

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

<http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>).

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

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the

event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery conveyances.

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

52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT (AUG 2008) – DLAD

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act and regulations promulgated there under. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations promulgated there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the government reserves the right to give notice of breach of this warranty at any time within this six-month period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum the government determines to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either Act or regulations promulgated there under, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled "Disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

**52.246-9039 Removal of Government Identification from Non-Accepted Supplies
(NOV 2011) DLAD**

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

SECTION I**CONTRACT CLAUSES****NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:****52.202-1 DEFINITIONS (NOV 2013) FAR****52.203-3 GRATUITIES (APR 1984) FAR****52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR****52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(SEP 2006) FAR****52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR****52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR****52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(MAY 2014) FAR****52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (OCT 2010) FAR****52.203-13 – Contractor Code Of Business Ethics And Conduct (APR 2010) FAR****52.203-14 – Display Of Hotline Poster(s) (DEC 2007) FAR****252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER
DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS****252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DoD
OFFICIALS (SEP 2011) DFARS****252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER
RIGHTS (SEP 2013) DFARS****52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
FAR****52.204-7 SYSTEM FOR AWARD MANAGEMENT(JUL 2013) FAR****52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
SUBCONTRACT AWARDS (JUL 2013)**

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014) DFARS

252.205-7000 -- Provision Of Information To Cooperative Agreement Holders (DEC 1991) DFARS

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2014) DFARS

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

SPI Process: _____
(Vendor Fill-in)

Facility: _____
(Vendor Fill-in)

Military or Federal Specification or Standard:

(Vendor Fill-in)

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(Vendor Fill-in)

52.211-9000 Government Surplus Material (AUG 2014) DLAD

(a) Definition.

“Surplus material,” as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services, by Contractors authorized by DLA Disposition Services, or through another Federal Government surplus program. The terms “surplus” and “Government surplus” are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation sufficient to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due. The Contracting Officer may require additional documentation after submission of the quote/offer, and the Offeror must provide the documentation within 24 hours after notification from the Contracting Officer, if the Contracting Officer does not state a different response period. The Contracting Officer may require a shorter submission timeframe under conditions that warrant an expedited response, such as to support disaster relief or other urgent requirements. Upon request from the Offeror for an extension to respond, the Contracting Officer has sole discretion to extend the timeframe when in the best interest of the Government. Failure to provide the required information and supporting documentation within the required timeframe may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes ___ No ___

The material conforms to the technical requirements cited in the solicitation (e.g., commercial and Government entity (CAGE) code and part number, specification, etc.). Yes ___ No ___

The material conforms to the revision letter/number, if any is cited. Yes ___ No ___ Unknown ___

If no, the revision offered does not affect form, fit, function, or interface. Yes ___ No ___
Unknown ___

The material was manufactured by:

(Name): _____

(Address): _____

(2) The Offeror currently possesses the material. Yes ___ No ___

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. The Contracting Officer has the sole discretion to determine whether or not the Offeror's explanation as to how the offered quantities will be secured is adequate.

If yes, the Offeror purchased the material from a Government selling agency or other source. Yes ___ No ___

If yes, provide the information below:

Government Selling Agency: _____

Contract Number: _____

Contract Date: (Month, Year): _____

Other Source: _____

Address: _____

Date Acquired: (Month/Year) _____

(3) The material has been altered or modified. Yes ___ No ___

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. Yes ___ No ___

a) If yes, (i) the price offered includes the cost of reconditioning /refurbishment. Yes ___ No ___;
and

(ii) The Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

The material contains cure-dated components. Yes ___ No ___

If yes, the price includes replacement of cure-dated components. Yes ___ No ___

(5) The material has data plates attached. Yes ___ No ___

a) If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes ___ No ___

(If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number _____

National Stock Number (NSN) _____

Commercial and Government Entity (CAGE) Code _____

Part number _____

Other markings/data _____

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes ___ No ___

If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes ___ No ___; and

(ii) State below the Government Agency and contract number under which the material was previously provided:

Agency _____

Contract Number _____

(8) The material is manufactured in accordance with a specification or drawing. Yes ___ No ___

If yes, (i) the specification/drawing is in the possession of the Offeror. Yes ___ No ___; and

(ii) The Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes ___ No ___

Specification/Drawing Number _____

Revision (if any) _____

Date _____

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes ___ No ___

If yes, (i) Material has been re-preserved. Yes ___ No ___;

(ii) Material has been repackaged. Yes ___ No ___;

(iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and

(iv) A written report was prepared. Yes ___ No ___

If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes__ No__

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

___ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.

___ For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

___ For DLA Disposition Services Recycling Control Point (RCP) term sales, the statement of account or billing document.

___ For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/invitation for bid and corresponding DLA Disposition Services form 1427.

___ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. Yes ___ No __.)

___ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer,

within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (NOV 2011) DLAD

52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (AUG 2012) DLAD

52.214-9008 -- Rounding Off Of Offer And Award Prices (AUG 2008) DLAD

52.215-2 AUDIT AND RECORDS NEGOTIATION (OCT 2010) FAR

52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR

52.215-9013 PRODUCTION FACILITY CHANGES (NOV 2011) DLAD

52.215-9018 – Authorized Limitations (APR 2008) DLAD

52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997) FAR

52.216-18 ORDERING (OCT 1995) FAR

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM: Date of Award

THROUGH: Completion of Contract

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than Direct Vendor Delivery (DVD) or 100,000 Stock, 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 DVD or 525,000 Stock

(2) Any order for a combination of items in excess of, or 900,000

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-1 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) above, 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 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(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 180 days from the end of the contract effective period.

52.219-8 Utilization of Small Business Concerns (Oct 2014) FAR

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

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

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

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

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

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"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.

"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 concern" means a small business concern--

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

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

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)

(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a

service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application Web page at

http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm ; or <http://www.sba.gov/hubzone> ;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov .

52.219-28 Post-Award Small Business Program Rerepresentation (Jul 2013) FAR

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

Long-term contract means a contract of more than five years in duration, including options.

However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [*Contractor to sign and date and insert authorized signer's name and title*].

NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR

52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (May 2014) FAR

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR

52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR

52.222-35 Equal Opportunity for Veterans (Jul 2014) FAR

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) FAR

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014) FAR

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) FAR

52.222-54 Employment Eligibility Verification (Aug 2013) FAR

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the

Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for*—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) FAR

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the national Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs

(a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart

9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR

252.225-7001 -- Buy American Act And Balance Of Payments Program (NOV 2014) DFARS

252.225-7002 – Qualifying Country Sources As Subcontractors (DEC 2012) DFARS

252.225-7005 – Identification Of Expenditures In The United States (JUN 2005) DFARS

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) FAR

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

52.232-1 PAYMENTS (APR 1984) FAR

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

52.232-25 PROMPT PAYMENT (JUL 2013) FAR

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL
CONTRACTOR REGISTRATION (JUL 2013) FAR**

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND
RECEIVING REPORTS (JUN 2012) DFARS**

**252.232-7010 LEVIES ON CONTRACT PAYMENTS DFARS (DEC 2006) I33A01 52.233-
1 DISPUTES (JUL 2002) FAR**

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT (OCT 2004) FAR

**52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE
RESOLUTION (NOV 2011) DLAD**

(c) If you wish to opt out of this clause, check here

() (Vendor Fill-in).

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.243-1 CHANGES -- FIXED PRICE (AUG 1987) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) DFARS

52.244-5 -- Competition In Subcontracting (DEC 1996) FAR

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015) FAR

**252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL
COMPONENTS (DOD CONTRACTS) (JUN 2013) DFARS**

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS

52.248-1 VALUE ENGINEERING (OCT 2010) FAR

52.246-9054 – Warranty – Acceptance Of Supplies (NOV2011) DLAD

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' 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, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1155 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

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):

FAR: <http://acquisition.gov/comp/far/loadmainre.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

CLASS DEVIATIONS: http://www.acq.osd.mil/dpap/dars/class_deviations.html

DLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

SECTION J**LIST of DOCUMENTS, EXHIBITS and OTHER ATTACHMENTS**

All documents, CID's, PCR's and special technical and/or quality requirements cited elsewhere in this solicitation or not already presented in full text may be may be obtained by accessing the DSCP Subsistence Directorate website at:

<https://www.troopsupport.dla.mil/subs/index.asp>

SECTION K

REPRESENTATIONS, CERTIFICATIONS and OTHER STATEMENTS of OFFERORS

52.204-8 Annual Representations and Certifications (Dec 2014) FAR

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR Clause	Title	Date	Change

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 on SAM.

252.204-7007 Alternate A, Annual Representations and Certifications (JAN 2015) DFARS

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) [252.209-7003](#), Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.

(ii) [252.216-7008](#), Economic Price Adjustment—Wage Rates or

Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) [252.222-7007](#), Representation Regarding Combating Trafficking in Persons, as prescribed in [222.1771](#). Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) [252.225-7049](#), Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) [252.225-7050](#), Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) [252.229-7012](#), Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) [252.247-7022](#), Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

___ (i) [252.209-7002](#), Disclosure of Ownership or Control by a Foreign Government.

___ (ii) [252.225-7000](#), Buy American—Balance of Payments Program Certificate.

___ (iii) [252.225-7020](#), Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) [252.225-7031](#), Secondary Arab Boycott of Israel.

___ (v) [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by provision number, title, date]*.

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.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

52.207-4 Economic Purchase Quantity -- Supplies (Aug. 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.209-2 -- Prohibition on Contracting with Inverted Domestic Corporations—Representation (Dec 2014) FAR

(a) *Definition.* "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

52.225-18 Place of Manufacture (Mar 2015) FAR

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

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

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

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

(b) 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.

52.225-20 PROHIBITION OF CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (AUG 2009) FAR

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

'Business operations' means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

'Marginalized populations of Sudan' means -

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

'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 suspend.
- (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

252.225-7012 Preference for Certain Domestic Commodities (FEB 2013) 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 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.

SECTION L**INSTRUCTIONS, CONDITIONS and NOTICES to OFFERORS****L-1 Solicitation Clauses and Provisions****NOTICE: THE FOLLOWING PROVISIONS AND/OR CLAUSES PERTINENT TO THIS SOLICITATION ARE HEREBY INCORPORATED BY REFERENCE:****52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR****52.214-35 – Submission Of Offers In U. S. Currency (APR 1991) FAR****52.215-1 – Instructions To Offerors – Competitive Acquisition (JAN 2004)****52.215-5 – Facsimile Proposals (OCT 1997) FAR****52.233-9000 – Agency Protests (NOV 2011) DLAD**
-----**52.211-2 -- Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (Apr 2014) FAR**

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<https://assist.dla.mil/online/start/>);

(2) Quick Search (<http://quicksearch.dla.mil/>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

NOTE: It is recommended that all offerors check the Subsistence Directorate / Operational Rations Division website initially for any technical and/or quality spec's or plans cited this solicitation prior to searching the above references. The Subsistence website is as follows: <https://www.troopsupport.dla.mil/subs/index.asp>

52.215-9008 Facsimile Bids and Proposals (NOV 2011) DLAD

(a) Facsimile bids, proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will be considered only if authorized in the solicitation by Federal Acquisition Regulation (FAR) 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Section L). Fax

machines should be programmed to include the telephone number as the distant station identification (ID). This information is required to assist in properly documenting receipt.

(b) Defense Logistics Agency (DLA)/DLA Land and Maritime Internet Bid Board System (DIBBS) and Internet Quoting System (IQS). DIBBS and IQS do not permit facsimile proposals. Facsimile proposals in response to DIBBS or IQS solicitations will be rejected and returned to the offeror.

(c) DLA Aviation. The telephone number of the receiving facsimile equipment is 804-279-4165. For bid/proposal security reasons facsimile equipment is not located in the place designated for receipt of offers. Regular interoffice pick-up of facsimile transmissions occurs daily at 10:30 a.m. and 1:30 p.m., Eastern time zone.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and final proposal revisions (FPRs) received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

L-2 Submission Of Offers

DLA – Troop Support will use Low Price Technically Acceptable Source Selection procedures for this acquisition. Offerors are required to submit a separate technical proposal. Information and any Product Demonstration Models (PDM's) must be received no later than the time set for closing of offers. The complete proposals should be specific; stating clearly how you will meet all of the requirements of the solicitation. Proposal will be evaluated to determine compliance with all characteristics listed for evaluation in Section M. Failure to furnish all of the required information and PDM's by the time specified in the solicitation may be cause for rejection of the proposal. The proposal 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 proposal to set forth any information you wish to bring to the attention of the Government.

52.216-1 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a

FIRM FIXED PRICE

FIXED PRICE/ECONOMIC PRICE ADJUSTMENT

FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
James A. Lecollier - Subsistence FTRC
700 Robbins Ave.
Philadelphia, PA 19111
[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

(a) Companies protesting this procurement may file a protest
(1) With the Contracting Officer,
(2) With the Government Accountability Office (GAO), or
(3) Pursuant to Executive Order Number 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

(b) Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order Number 12979."

(c) Defense Logistics Agency (DLA) procedures for Agency Level Protests filed under Executive Order Number 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer. Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <http://acquisition.gov/comp/far/loadmainre.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

CLASS DEVIATIONS: http://www.acq.osd.mil/dpap/dars/class_deviations.html

DLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) FAR

(a) The use in this solicitation of any Federal Acquisition regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the provision.

(b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

52.215-9020 Instructions for Submitting Product Demonstration Models (PDM) to DLA Troop Support (APR 2014) DLAD

(a) The offeror shall submit product demonstration models (PDM), as specified below, as part of its proposal. Models will be submitted at no expense to the Government and must be received prior to the time and date set forth for closing of offers. PDMs will be returned at the offeror's request and expense so long as the PDM(s) is(are) not destroyed by testing, retained by the Government as a manufacturing standard, and/or unless otherwise specified by the solicitation. PDMs will become Government property unless return is requested within 30 days after date of award.

Item Number – 3 NSNs Submitted

Number of Units Required – 106 of each NSN

(b) Models will be tested or evaluated to determine compliance with all characteristics specified for such test or evaluation as referenced in Federal Acquisition Regulation (FAR) Subpart 15.3. Failure of models to conform to all such characteristics may result in the rejection of the entire offer. Failure to furnish models by the time and date specified in the solicitation may be cause for rejection of the entire offer if not otherwise acceptable under the provisions for considering late offers.

The following applies only when checked as paragraph (c):

[X] If the PDM will be used as a manufacturing standard, for the successful offeror(s), the Government will return one approved product demonstration model (PDM) which will serve as a manufacturing standard. Products delivered under any resulting contract shall conform to the approved model as to the characteristics listed for test or evaluation and shall conform to the specification/commercial product description characteristics.

[X] It is preferred that the materials used to manufacture the PDM(s) be in accordance with any specifications defined in Section C of this solicitation. However, if the offeror uses alternate materials to manufacture the PDM(s) a letter must be supplied with them stating (i) which materials depart from the end item specification and (ii) that, although the materials used in producing the PDM(s) differ from those specified, the materials required by the specification will be utilized under any resultant contract.

Note: The use of alternate materials will not affect the rating of the PDM, either favorably or negatively when the use of the alternate materials is identified in accordance with the requirements of this section. However, the Government reserves the right to give a negative rating to (a) PDM(s) that is(are) made with materials that depart from the end item specification and the use of those alternate materials was not identified in accordance with the requirements of this section. Accordingly, to preclude a negative assessment of a PDM that is comprised of materials that are not in accordance with the specification(s), it is in the offeror's best interest to identify any and all alternate materials that have been used.

Although the offeror is permitted to use alternate materials to construct the PDM(s), the offeror is not permitted to utilize alternate manufacturing operations or change the construction/design of the PDM. The PDM must be manufactured (i) at the same facility as the production quantity and (ii) must be in accordance with applicable specifications, including the placement of the labels, unless otherwise identified. However, labels need not be printed for the purpose of the PDM but there must be an indication as to the size of the PDM, when applicable."

L-3 E-Mail Transmission Of Proposal Revisions

E-mail transmissions of proposal revisions are acceptable if discussions are warranted and the offeror wishes to send a limited amount of information electronically. The amount of information permitted to be sent by e-mail will be determined by the Contracting Officer at the time discussions are warranted. If and when a proposal revision or revisions are requested, the date and time receipt of proposal revisions, if applicable, will be designated in that request. E-mail transmissions shall meet the requirement found at FAR 15.208(b)(1):

- (b)(1) Any proposal, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals is "late" and will not be considered unless it is received before award is made, the contracting officer determines that accepting the late proposal would not unduly delay the acquisition ; and—
- (i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or
 - (iii) It was the only proposal received.

L-4 Technical Proposals

- (a) The Technical Proposal Factor is:

1.0 Product Quality Product Demonstration Models (PDM's)

- (b) The following information is required for technical proposals:

1.0 Product Quality Product Demonstration Models (PDM's):

1. Product Demonstration Models (PDM's) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDM's will become the property of the Government and will not be returned to the offeror. Failure to submit PDM's may result in rejection of an offer.
2. 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 match the product produced on a production line, which result in rejection of the product. Also 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.
3. Characteristics for which the PDM's will be tested or evaluated are: Organoleptic qualities such as taste, color, texture, appearance and overall quality and specification/production descriptions cited in 5 below. PDM samples will be evaluated by Natick and will be rated as "Acceptable" or "Unacceptable". The PDM rating for a specific component item will be no higher than the rating of the lowest-rated characteristic, for example, if any one of the characteristics is rated unacceptable, the overall PDM rating will be no higher than unacceptable, even if certain characteristics are rated acceptable. An unacceptable rating for any one characteristic will result in an unacceptable overall PDM rating.
4. The approval of any PDM for the aforementioned organoleptic characteristics will not constitute approval of the product as meeting other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements, and/or performance requirements.
5. PDMs must conform to all specification/production description characteristics. Failure of models to conform to the specification may result in rejection of offer. Product offered shall conform to all packaging, labeling, and packing requirements as well as analytical requirements. The government shall not accept product from any resultant contract which does not conform to all requirements.
6. The contractor must have an acceptable rating for all items prior to the start of production. Offerors are afforded the opportunity to submit an initial PDM for evaluation. If this initial PDM is not rated acceptable, a second PDM may be submitted if negotiations are conducted. Submission of additional PDM samples, beyond this second submission, will not be used for evaluation for award.

The final evaluation for this factor will be based on the highest rated PDM of the first or second submission, regardless of how many PDM samplings are submitted.

7. PDMs shall be submitted as follows:

A total of 106 samples shall be submitted for each NSN for which an offer is being submitted, as stated below:

80 units should be sent to:

U.S. Army Research, Development, and Engineering Command
Natick Soldier Center
15 Kansas Street
RDNS-CFF Bldg 16 Room E107
Attn: Jill Bates
Natick, MA 01760-2642

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

Product Demonstration Model Sample
Solicitation Number
Product Identity
Lot #
Company Name and Address
Point of Contact Name and Phone Number

The remaining 26 samples of the same product lot code as those submitted to Natick shall be mailed to the address indicated on block 6 at DLA - Troop Support (attn. Stephen Granato) on the first page of the solicitation.

Late submissions of PDM's may be the basis for rejection of the proposal.

The PDM's required in this part of the solicitation which are submitted to Natick and Troop Support must have certified analytical product results attached as part of your offer for this technical evaluation factor. The analyticals are to be certified by the USDA for current suppliers of these items and self-certified by other potential offerors. Failure to submit the required certified analyticals with your PDM's may result in your proposal not being considered for award.

L-5 Business Proposals

The business proposal must include one hard copy that contains the required pricing as described in Section B of this solicitation. The offeror's pricing must represent one price for entire minimum/maximum range per tier and must include prices for each of the 3 tiers of the contract. Tiered pricing allows for the offeror to submit different prices for each of the 3 tiers as there will be no EPA adjustment in the contract.

L-6 Reverse Auction Pricing

The Government may elect to utilize on-line Reverse Auctioning as a means of conducting price discussions. If the Government elects not to conduct a reverse auction, award may be made based on acceptance of initial offers or opening discussions that do not involve use of reverse auctioning as a pricing technique. The Government will notify offerors should it elect to conduct price negotiations using on-line reverse auctioning.

52.215-9023 Reverse Auction – (OCT 2013) DLAD

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following provisions will apply:

- (a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each Offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.
- (b) Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the auction process.
- (c) Prior to conducting the reverse auction, the Contracting Officer may hold discussions with the Offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.
- (d) Unless auction instructions indicate that only Offeror's rankings will be displayed, the lowest Offeror's price(s) for each round of the reverse auction will be disclosed to other Offerors and anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each Offeror's identity will be concealed from other Offerors (although it will be known to the Government; only a generic identifier will be used for each Offeror's proposed pricing, such as "Offeror A" or "lowest-priced Offeror"). By submitting a proposal in response to the solicitation,

Offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other Offerors, during the reverse auction.

(e) An Offeror's final auction price at the close of the reverse auction will be considered its final 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.

(f) The following requirements apply when the Government uses a commercial web-based product to conduct the reverse auction:

(1) Each Offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the Offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such Offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other Offeror's pricing in confidence until after contract award.

(4) The reverse auction system currently in use 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." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation, the "Not Lead" Offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award if their final price in the auction is the tie offer price. If evaluation factors in addition to price were listed in the solicitation, tie offers that are "Not Lead" will be considered and evaluated in accordance with those evaluation factors.

(5) Any 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 his/her sole discretion, extend or re-open the reverse auction if the reason for the Offeror's inability to enter pricing is determined to be without fault on the part of the Offeror and outside the Offeror's control.

(6) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(7) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to Offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an Offeror who successfully completes the training shall be designated as a "Trained Offeror." Only Trained Offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that Offerors provide an alternate Offeror employee to become a Trained Offeror. The Contracting Officer also reserves the right to take away the Trained Offeror's designation from any Trained Offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

SECTION M**EVALUATION FACTORS for AWARD****M-1 Overview****A. Overview:**

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. Each evaluation factor will be evaluated separately and then an integrated assessment of the offer will be made by the Contracting Officer. If a decision is made to hold discussions, the Contracting Officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one proposal will be selected for award by the SSA, as described in paragraph (B), below. While the source selection authority's assessment will strive to determine the overall value of each offer, judgment on the part of the Government evaluators is implicit in the entire process.

B. Evaluation Process:

1. **Technical Evaluation:** Offerors are required to submit technical proposals, including a Product Demonstration Model(s) as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical factors specified in this section, M. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, and excluded from the competitive range regardless of the prices offered. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.
2. **Business Evaluation:** Each proposal will be evaluated against the requirements of this solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305.
3. **Selection:** The final technical and business evaluation reports will be furnished to the Contracting Officer. The Contracting Officer will prepare a written source evaluation report to the Source Selection Authority. The Source Selection Authority will make the source selection decision.

M-2 Evaluation Factors for Award (Evaluation Criteria):

A. The Government will use Low Price Technically Acceptable procurement method for this acquisition. The Government will make award to the responsible offeror whose offer conforms to the requirements of the solicitation, cost or price and technical quality factors considered.

The technical Evaluation Factors and Subfactors are as follows:

1.0 Product Demonstration Models (PDMs)

1.0 Product Quality PDMs

The Government 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 an Acceptable/Unacceptable rating to determine product quality. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

Initial PDM samples will be evaluated by Natick and will be rated as either Acceptable or Unacceptable. Offerors will be given an opportunity to correct deficient PDM samples (Unacceptable rating) if negotiations are conducted. If the offeror chooses to submit a second PDM, the final rating for the PDM factor will be based on either the first or second submission, whichever is higher (acceptable rating). The final rating for this factor will be based on either the initial or second submission (if any). Also, any second submission of additional PDM samples would be considered a final proposal and additional PDM samples beyond this second submission will not be accepted.

Offerors shall certify in their initial PDM submissions and final proposal revisions (if any) that all items produced and offered to the Government under any resultant contract shall conform to all packaging, labeling, and packing requirements, and to all nutritional and analytical value requirements of the applicable item specifications/descriptions. Product which does not conform to all requirements shall not be accepted by the Government.

Revised PDMs submitted during negotiations shall be evaluated for the same criteria detailed above. The final evaluation will be based on the first or second (final) submission. Resubmittal of PDMs will only be authorized where there is not an acceptable sample submitted. When multiple PDMs are submitted, and one or more are rated acceptable, the offeror will not be entitled to resubmit the lower rated sample.

M-3 PRICING OF PROPOSALS

The offeror's proposed pricing will be evaluated by reviewing the average unit prices per line item including all 3 tiers of prices submitted. None of the 3 tiers will have any more weight than any other when calculating the average.

**52.216-9013 Evaluation of Offers for Indefinite Delivery Type Solicitations (NOV 2011)
DLAD**

(a) When Federal Acquisition Regulation (FAR) clause 52.216-21 or one of its alternates is contained in this solicitation, this solicitation is for a requirements contract. Offers will be evaluated on the basis of the estimated annual quantity. If quantity increments are offered with various prices, the highest price offered will be used for evaluation.

(b) When FAR clause 52.216-22 is contained in this solicitation, this solicitation is for an Indefinite Quantity contract. Offers will be evaluated on the basis of the maximum annual quantity. Unless (c) is checked below, if quantity increments are offered with various prices, the highest price offered will be used for evaluation. If line items for both DLA direct and customer direct are included in the schedule, offers will be evaluated based on the total extended price for the DLA direct and customer direct line items.

(c) If checked, and subject to the terms and conditions of the solicitation relating to the evaluation of offers, the following procedures will be followed:

(1) When offers are requested on a quantity increment basis, each contract line-item (CLIN) will be evaluated for price by:

applying a weighted factor of 18% to the first quantity increment, 36% to the second increment, and 46% to the third increment to arrive at an average weighted unit price.

applying a weighted factor of 5% to the first quantity increment, 65% to the second increment, 25% to the third increment, and 5% to the fourth increment to arrive at an average weighted unit price.

This average weighted unit price will be multiplied by the estimated annual quantity that may be procured during the contract period to arrive at a total annual evaluated price for each CLIN. If the solicitation provides for separately priced option periods, average weighted prices will be calculated as described above in (1) for each option period and then added to the base contract period total to determine the total estimated price of that line item for the evaluation.

(2) When quantity increment prices are not requested, offers for each CLIN will be evaluated by multiplying the unit price by the estimated quantity that may be procured during the contract period to arrive at total price for each CLIN.

(3) Prices offered must be unit prices only which are clearly stated and which require no further interpretation by the Government to determine the actual offered price. Prices must not be stated as part of a pricing formula or as charges per lot. Unit prices offered must include costs of compliance with all solicitation requirements, with the exception of additive CLINs. For each item of supply for which a price is offered, prices must be offered for each quantity increment and year. Failure to submit proposed prices in accordance with these instructions may result in rejection of the offer.

(4) In the event first article testing and/or technical data are required for any or all of the CLINS, the cost of such testing and data will be added to the appropriate CLIN or prorated based on the ratio of the estimated quantity for each CLIN to the total estimated quantity of the various CLINs covering the same item or national stock number (NSN). In the event an offeror is low only on one CLIN (where there are several CLINs for the same item) (NSN), the cost of testing and data pertaining to that CLIN will be added for evaluation purposes.

(5) [] If checked, when free on board (f.o.b.) origin offers are authorized, transportation costs will be considered in evaluation and will be based on the best estimated quantity of each CLIN as specified elsewhere in this solicitation. Carload or truckload rates will be used to evaluate the cost of transportation for each CLIN unless the best estimated quantity would not constitute a carload or truckload. In such case, less than carload (LCL) or less than truckload (LTL) rates will be used for evaluation purposes.

ADDITIONAL CLAUSES / PROVISIONS

52.217-5 -- Evaluation of Options (Jul 1990) FAR

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

NOTICE: THE FOLLOWING PROVISIONS AND/OR CLAUSES PERTINENT TO THIS SOLICITATION ARE HEREBY INCORPORATED BY REFERENCE:

52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD

52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (APR 2014) DLAD

