

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 41 PAGES
2. CONTRACT No.	3. SOLICITATION No. SPE3S1-15-R-0002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2015 JUL 01	6. REQUISITION/PURCHASE No. 1000034167
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-Aug-01 (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 Christie Colaianni PSPTRC3	B. PHONE/FAX (NO COLLECT CALLS) Phone: 215-737-5291 FAX: 215-737-3184	C. EMAIL ADDRESS CHRISTIE.COLAIANNI@DLA.MIL
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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

Person of Contact for Solicitation:

Katherine Sutliff

Email: katherine.sutliff@dla.mil

Phone: 215-737-7391

CONTINUED ON NEXT PAGE

SECTION B

SUPPLIES/SERVICES: 8960-00-000-0170

ITEM DESCRIPTION:

NSN: 8960-00-000-0170
WATER, DRINKING, EMERGENCY, 500 mL (16.9 fl oz) rigid container,
CID A-A-20332
Type II, Size C, Class 2, 3 and/or 5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	8960-00-000-0170 WATER, DRINKING , EMER	1.000	EA	\$ _____	\$ _____

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 60 DAYS ADO

PREP FOR DELIVERY:

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

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	1000034167	0001	N/A	N/A	8960-00-000-0	N/A

SECTION A - SOLICITATION/CONTRACT FORM**52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 2012) FAR****SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS****SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**

SECTION B- SCHEDULE OF SUPPLIES AND PRICES

B-1 Supplies

Line Description/NSN

0001 Water, Drinking, Emergency
 25 EA/case CID A-A-20332D, May 13, 2014
 PKG&QAP A-A-20332C, August 24, 2009 w/Change 02, May 24, 2011
 F.O.B. Origin NSN: 8960-00-000-0170

Estimated Annual Requirements

Year 1- 100,000 EA

Year 2- 100,000 EA

Year 3 - 100,000 EA

Year 4 - 100,000 EA

Year 5- 100,000 EA

(C) Delivery Schedule

Line Item

RDD

0001

NLT 60 days after award

(D) Quantities

Five Year Minimum Quantity: 250,000 EA

Five Year Maximum Quantity: 3,000,000 EA

Set-Aside Status

NAICS

SB Employee #

Unrestricted

312111

500

B-2 General Information

1. The effective period of the contract will be from effective date of award through five years after.
2. The quantity above in B-1 (B) represents the estimated quantity. The supplies in paragraph B-1 (D) above represent the minimum and maximum quantities to be purchased over the five year period.
3. Offerors are requested to submit offers for the Five Year Period with Five Ordering Periods (Year 1, Year 2, Year 3, Year 4, and Year 5). Offerors may submit their offered prices in Section L of the solicitation or using their own similar format.

B-3 Indefinite Quantity Contract:

This solicitation will result in an Indefinite-Quantity Contract (IQC), as provided in FAR Clause 52.216-22 Indefinite Quantity. In an IQC, the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the Government is obliged to order and which is all it is committed to order. The top of the range is the maximum (the IQC maximum quantity) which is the largest quantity the Government may order, and which the contractor agrees to provide if ordered. The Government may order any quantity within that range. Sometimes an estimated quantity is stated also; this may be the same as the minimum or the maximum, or it may be a quantity within the IQC range.

B-4 Product Demonstration Models (PDMs) Product Demonstration Models are required for those items as stated in Sections L and M.

Production Standard Replenishment for Food Items:

Acceptable PDMs will be used as production standards by both the Contractor and the Government. The lot numbers of the Contractor's and the Government's PDMs shall be identical. The approval of any PDM will not constitute waiver of the requirement that all delivered product must meet all their contractual requirements such as but not limited to; analytical requirements, physical requirements, microbiological requirements, and performance requirements.

Every 12 months after contract award, or as needed, the Government Quality Assurance Representative (GQAR) will, from a lot accepted for all contractual requirements by the Government, randomly select 25 replenishment samples for Natick and 70 replenishment samples for the Government's supply at origin. The Contractor will be responsible for shipment to Natick.

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Replenishment sample lots shall be both contactor and Government tested for compliance with all applicable analytical, physical, microbiological, and performance requirements. When applicable, Government inspection grand lot coliform and heterotrophic plate count results shall meet the Government's requirement to conduct PDM microbiological testing. The Contractor's certificate of analysis turbidity result satisfies the Government's requirement to conduct PDM turbidity testing.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

DESCRIPTIONS/SPECIFICATIONS

Specifications and related technical documents applicable to this solicitation/contract can be found at:

<https://www.troopsupport.dla.mil/subs/support/specs/frozen/frozen.asp>

Note: The abbreviation PKG&QAP in the following item descriptions stands for Packaging Requirements and Quality Assurance Provisions

ITEM DESCRIPTIONS/SPECIFICATION

NSN: 8960-00-000-0170

WATER, DRINKING, EMERGENCY, 500 mL (16.9 fl oz) rigid container,

CID A-A-20332

Type II, Size C, Class 2, 3 and/or 5

PRIME (ACQUISITION) DOCUMENT

Water, Drinking, Emergency

Commercial Item Description (CID) A-A-20332

Packaging Requirements and Quality Assurance Provisions (PKG&QAP) A-A-20332.

DATE OF PACK REQUIREMENTS

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.

MISCELLANEOUS REQUIREMENTS

Compliance with Applicable Regulations 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.

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.

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.

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. .

A documented Cleaning and Sanitation Plan shall be submitted to the Contracting Officer.

PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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.

Sanitary approval is established by:

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

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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).

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

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.

FOOD SECURITY

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*.

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.

The guidance can be found at:

<http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/FoodDefense/ucm083075.htm>

INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS

The requirements of the "Integrated Pest Management (IPM) Program Requirements for Operation Rations" (28 April 2011) and the "Contractor Sanitation Program – Operational Rations" (March 1996) apply to all Ration Assembly and Component operations except as specifically exempted in Section E of this document.

Evidence of insect, rodent or pest infestation; foreign material; or contamination of any component item or final assembly packed case will be cause for rejection of the involved lot or lots.

52.246-9020 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (APR 2008) DLAD

SECTION D - PACKAGING AND MARKING

SECTION D - PACKAGING AND MARKING

SECTION D PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

D-1 PACKAGING:

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

D-2 LABELING:

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

Each individual primary container shall be marked with specific identity of the filler head that filled the container. The method used shall be documented and submitted to the Contracting Officer.

D-3 PACKING:

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

The emergency drinking water shall be packed in quantities of 25 bottles per shipping case and in such a manner to ensure safe delivery at destination.

Offeror(s) shall furnish weight and cube as part of their offer(s)

D-4 UNITIZATION:

In accordance with D-4 UNITIZATION of the PKG&QAP A-A- 20332, WATER, DRINKING, EMERGENCY. Unit load shall not exceed 44 inches.

D-5 MARKING:

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

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* The Armed forces symbol for Subsistence is required on shipping containers as indicated in DLA Troop Support Form 3556, Section D.3.c.

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD

52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD

52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

SECTION E - INSPECTION AND ACCEPTANCE

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/grand-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.

E-2. The contractor and USDA,AMS shall perform those inspections (examinations and tests) required by Commercial Item Description A-A-20332; by Packaging Requirements and Quality Assurance Provisions for CID A-A-20332; 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.

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

A lot number is defined as the quantity of end-item/finished product produced within a production day (Julian date). A contractor inspection lot shall include product produced in no more than one production day. A government inspection lot shall include one or more contractor inspection lots that were produced for this contract and determined to be conforming by contractor inspection. A government inspection lot consisting of more than one contractor inspection lot shall be designated an inspection grand lot. The GQAR reserves the right to separate either a government inspection lot or inspection grand lot into smaller inspection lots. The sample for contractor and Government 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.

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 Inspection.

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.

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(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.

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(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. 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-SEC-F
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.

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.

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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 bottles. The sample unit shall be the contents of one filled and sealed bottle. The water in bottles 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 bottles 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 bottled 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. On Table I’s title line, after “1/”, add “,6/, 7/”.

b. Major “103 Does not pass the 10-foot drop test.” The drop test requirement shall be verified by contractor’s Certificate of Conformance. Should the contractor at any time produce the product using different primary packaging design, materials composition, supplier, etc., compliance with defect category Major 103 shall be determined using the method of inspection cited in paragraph E-6,B,(3) of PKG&QAP 20332.

c. Major “105 Leakage.” Delete Major 105 as a Table I defect category. See “Alternate Inspection Methods” below for performance of “Bottle leakage examination”.

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

e. 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.

f. Add “Major 114 Bottle not square or rectangular shape.”

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g. Add “Major 115 Height of the bottle with cap exceeds 6-1/4 inches.”

h. Add footnote “6/ Any evidence of delamination, degradation, or foreign odor of bottle packaging material shall be cause for rejection of the lot.”

i. Add footnote “7/ Any evidence that cap does not provide a hermetic seal, does not have a positive locking design that will not loosen by vibration, and is not re-closeable shall be cause for rejection of the lot.”

3. Section E: At end of E-6, A, add “(4) Bottle material certification. A Certificate of Conformance (CoC) shall be provided by the contractor as evidence that the packaging materials are suitably formulated for food packaging.”

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

1. Net volume or net weight examination. 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 bottled water shall be examined as follows utilizing the double sampling plans indicated in ANSI/ASQ Z1.4. The lot size shall be expressed in bottles. The sample unit shall be one filled and sealed bottle. 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:

Net volume less than required.

Net weight less than weight 17.6 ounces (500g).

Note: The net weight of the filled and sealed bottles 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 0.1 ounce or 1 gram.

Disregard E-5, B, (2) Net volume paragraph, as written in PKG&QAP, and read as “Net volume. The net volume shall be determined by measuring water in a graduated cylinder. Results shall be reported to the nearest 1 milliliter or 0.1 fluid ounce.

2. Bottle leakage examination. Bottles shall be examined for leakage. The sample unit shall be one filled and sealed bottle. The lot size shall be expressed in bottles. The sealed bottles shall be examined for leakage by submerging the bottle in water contained in a vacuum desiccator, Mead Tester, or equivalent device, and maintaining a vacuum of 15 inches of mercury for at least 30 seconds. A leak is indicated by a steady progression of bubbles and shall be scored as a defect. Isolated bubbles caused by entrapped air are not considered a sign of leakage. The inspection level shall be S-3 and the AQL, expressed as defects per hundred units, shall be 1.5. The bottle leakage examination shall be performed as an exam separately from E-6,A,(3), of PKG&QAP A-A-20332.”

Disregard E-6, B, (2) Pouch or bottle leakage.

ADDENDA TO COMMERCIAL ITEM DESCRIPTION, WATER, DRINKING, EMERGENCY, A-A-20332

1. 7.1.5 Turbidity: Read as “7.1.5 Turbidity. Not to exceed 1 NTU. Government test verification may be determined by means of the finished product manufacturer’s Certificate of Analysis.
2. 7.2.1 Sampling procedures for pH and sodium and 7.2.2 Sampling procedures for turbidity:
 - i. Read as “7.2.1 and 7.2.2 Procedures for pH, sodium, and turbidity analysis. Analysis for pH, sodium, and turbidity shall be performed on a composite sample. The composite sample shall be prepared from five randomly selected bottles per lot.”
3. Requirements, procedures, and tests for coliforms and heterotrophic plate count.
 - a. For each lot of product produced and offered to the Government, finished product testing for coliforms and heterotrophic plate count shall be performed in accordance with the requirements, procedures, and tests cited in A-A-20332 (i.e. 7.1.3, 7.1.4, 7.2.3, 7.3, 7.4) and the solicitation/contract:
 - i. Contractor Sampling Procedures - For an inspection lot consisting of a single lot number, the sample to be forwarded for laboratory testing shall consist of randomly selected containers representing each of the filler-heads used to produce the lot. If the lot was not produced using five or more filler heads, the minimum number of bottles for the sample shall be five and each filler head shall be represented in the sample.
 - ii. GQAR Sampling Procedures -
 - (a) For a government inspection lot consisting of a single lot number that was produced using five or fewer than five filler-heads, the GQAR shall include at least one finished product container from each filler-head used to produce the lot when drawing his/her five samples. Filler-head identity shall of each sample shall be included on the request for testing form.
 - (b) For a government inspection lot consisting of a single lot number that was produced using more than five filler-heads - The GQAR shall create a sample pool consisting of one randomly selected finished product container from each filler-head used to produce the lot. The finished product containers in the sample pool shall be divided, as evenly as possible, into five distinctly identified grouped-samples. The GQAR shall assign an individual identity to each grouped-sample and document what filler-heads are represented within each of the grouped-samples. The five grouped-samples shall be forwarded for laboratory testing. Composition of each grouped-sample shall be included on the request for testing form.
 - ii. Laboratory Procedures –
 - (a) Samples consisting of five individual samples: The contents of each container shall be tested individually for Coliforms and heterotrophic plate count. Any test failure shall be cause for rejection of the lot.
 - (b) Samples consisting of five grouped-samples: The contents of a grouped-sample shall be composited

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to form one individual sample, resulting in five individual samples. The contents of each individual sample shall be tested individually for Coliforms and heterotrophic plate count. Any positive test result shall be cause for rejection of the lot.

b. For an inspection grand lot, consisting of multiple individual lot numbers:

i. Sampling Procedures – For an inspection grand lot, one group of filled-and-sealed sample bottles shall be randomly selected from each individual lot number that composes the inspection grand lot. Each group of bottles shall include a container from each of the filler-heads used to produce the individual lot. If an individual lot composing the inspection grand lot was not produced using five or more filler-heads, the minimum number of bottles for a group of sample containers shall be five and each filler-head shall be represented in the group.

ii. Laboratory Procedures - Each group of containers representing each of the individual lot numbers composing the inspection grand lot shall be composited to make one sample representing its original individual lot number. Each one of these composited samples shall be tested individually for Coliforms and heterotrophic plate count. Any positive test result shall be cause for rejection of the inspection grand lot.

c. GQAR requests for laboratory testing of bottled 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>.

d. 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, individual, or grouped-sample), and each test's acceptable analytical or microbiological content requirement."

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

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

52.246-9003 MEASURING AND TEST EQUIPMENT (JAN 2014) DLAD

52.246-9004 PRODUCT VERIFICATION TESTING (MAR 2014) DLAD

52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD

(a) Inspection and Acceptance are at Origin.

(b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

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

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Supplies:
Plant:

Commercial and Government Entity (CAGE) Code:

Street:

City/State/Zip:

Applicable to contract line-item(s) (CLIN(s)):

(d) The Offeror shall indicate below the location where packaging will be inspected:

Packaging:

Same as for supplies, or,

Plant:

Cage Code:

Street:

City/St/Zip:

Applicable to clin(s):

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

SECTION F - DELIVERIES OR PERFORMANCE

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:

.5 Percent increase

0 Percent decrease

This increase or decrease shall apply to bottles of water (EACH) .

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

52.211-9020 TIME OF DELIVERY - ACCELERATED (JUN 2008) DLAD

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

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

52.247-29 F.O.B. ORIGIN (FEB 2006) FAR

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

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991) FAR

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52.247-9029 SHIPPING INSTRUCTIONS (NOV 2011) DLAD

52.247-9056 ADDENDUM TO FAR 52.247-29 FREE ON BOARD (F.O.B.) ORIGIN (SEP 2012) DLAD

The offeror/contractor shall identify the location of origin below.
 Same as Offeror (the Offeror shall fill in the city and state):
 Other (the Offeror shall fill-in the city and state):

City

State

SECTION G - CONTRACT ADMINISTRATION DATA

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Contract Administration:

Contract Administration will be performed by DLA Troop Support.

G-2 Correspondence:

All pertinent correspondence relative to this contract shall be directed to the above office. Contractor's request for acceptance of nonconforming supplies should be submitted to the assigned Quality Assurance Representative, i.e. U.S. Army Veterinary Inspector (AVI) or USDA Inspection as applicable. The QAR should forward your request directly to the Contracting Office at DLA Troop Support.

G-3 Invoices:

See DFAR clauses 252.232-7003 Electronic Submission of Payment Requests and 252.246-7000 Material Inspection and Receiving Report.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 Distribution of Production Progress Reports:

a. The contractor shall prepare DD Form 375 (Production Progress Report), and DD Form 375C if and as required by the Administrative Contracting Officer.

H-2 Product Protection

The DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflict, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources, and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.

As the holder of a contract with the Department of Defense, the awardee should be award of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism.

The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

Accordingly, the offeror shall submit its Product Protection Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Defense Checklist. An electronic copy of the DLA Food Security Checklist is available at

http://www.dscp.dla.mil/subs/fs_check.pdf.

Note: The offeror's Product Protection proposal shall be part of any contract awarded. The contractor's Product Protection Plan (Plan) may be audited by the DLA Troop Support Quality Audit Team. Failure to comply with provision of the Plan will be considered a failure by the contractor to comply with the terms and conditions of the contract.

H-3 Production Standard Replenishment for Food Items:

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

Every 12 months after contract award, or as needed, the Government Quality assurance Representative (GQAR) will, from a lot accepted for all contractual requirements by the Government, randomly select 25 replenishment samples for Natick and 70 replenishment samples for the Government's supply at origin. The Contractor will be responsible for shipment to Natick.

Replenishment sample lots shall be both Contractor and Government tested for compliance with all applicable analytical, physical, microbiological, and performance requirements. When applicable, Government inspection grand lot coliform and heterotrophic plate count results shall meet the Government's requirement to conduct PDM microbiological testing. The Contractor's certificate of analysis turbidity result satisfies the Government's requirement to conduct PDM turbidity testing.

H-4 Government Furnished Equipment (GFE)

No Government Furnished Equipment (GFE) will be supplied or may be used in performance of the Emergency Drinking Water contract.

52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD

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 ANSI X12 Standards through 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.

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.

(End of Clause)

52.246-9044 SANITARY CONDITIONS (NOV 2011) 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

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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 Veterinary Command (VETCOM) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>). Compliance with the current edition of DoD Military Standard 3006, 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 and Poultry Inspection Directory", published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp .

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://www.fsis.usda.gov/Regulations_&_Policies/Meat_Poultry_Egg_Inspection_Directory/index.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.cfsan.fda.gov/~ear/ims-toc.html>. 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.cfsan.fda.gov/~ear/pmo03toc.html>.

(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/dairy/dypubs.htm>) 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 (i.e. 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.cfsan.fda.gov/~ear/shellfis.html>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection 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, 5285 Port Royal Road, Springfield, Virginia 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/> .) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

(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.

(End of Clause)

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

SECTION I - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I-1 Food Defense:

The DLA TROOP SUPPORT Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflict, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DLA TROOP SUPPORT to take steps and insure steps are taken by its contractors to prevent the deliberate tampering and contamination of subsistence items.

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism.

The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DLA TROOP SUPPORT Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

Note: The offeror's Food Defense proposal shall be part of any contract awarded. The contractor's Food Defense (Plan) may be audited by the AVI or the DLA TROOP SUPPORT Quality Audit Team. Failure to comply with provision of the Plan will be considered a failure by the contractor to comply with the terms and conditions of the contract.

I-2 Integrated Pest Management Plan:

Integrated Pest Management (IPM) Program Requirements for Operational Rations Applicable to all Operational Rations Facilities 28 April 2011

I. Scope and Applicability:

A. All contractors and/or subcontractors who manufacture, repackage, store, assemble, or ship Government Furnished Material (GFM) and/or Contractor Furnished Material (CFM) used in the production and/or assembly of operational rations are required to have an integrated pest management program in place. The IPM program implemented needs to adequately protect products from infestation and/or contamination by insects (or other arthropods), rodents, birds, or other animals. Contractors/ subcontractors supplying other than subsistence items for the Operational Rations programs are exempt from this requirement. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.

B. The IPM program implemented shall comply with the Federal Food, Drug and Cosmetic Act; the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) as amended; and any regulations promulgated there under.

C. SECTION RESERVED

D. Contractors and/or subcontractors of products with Higher Level Quality Requirements (documented Quality Systems Plan required) must submit the following to DLA Troop Support- FTS as part of their Quality System Plan:

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1. A statement on whether service is in-house or provided by an external provider. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.
2. A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.
3. A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.
4. If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)?

E. The IPM program shall be in existence prior to contract award. The program will also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to ensure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under insanitary conditions.

II. Integrated Pest Management (IPM) Program Concepts

A. IPM may be defined as "the use of all appropriate technological and management techniques to bring about an effective degree of pest prevention and suppression in a costeffective, environmentally sound manner". Accordingly, the goal of IPM is to minimize the adverse environmental impact of pesticides while achieving an acceptable level of control and cost effectiveness. The single most important aspect of IPM in the food processing and storage industry is SANITATION.

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.
2. Continuous product and facility inspections to include a pest surveillance program, utilizing pheromone surveillance technology.
3. Proper facility design, maintenance, and physical pest exclusion.
4. Proper stock handling and warehousing techniques.
5. Appropriate use of mechanical pest control techniques and trapping strategies.
6. Proper selection and application of pesticides, using those of least toxicity where feasible.

III. IPM Program Required Elements*

*This section (III.) contains those required elements of the IPM program for Operational Rations which should be addressed in the program implemented. All program elements should be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing to DLA Troop Support- FTSB thru the Contracting Officer for consideration.

A. Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.
2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.
3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris will be disposed of immediately. Waste receptacles will be kept covered at all times.
4. Inbound conveyances will be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation will be immediately reported to DLA Troop Support. Outbound conveyances will be inspected and rendered sanitary and pest free before loading.
5. Damaged product will not be placed in the general storage area. Damaged product discovered in the general storage area will be removed to a designated rework/salvage area. The rework/salvage area will be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, will be expeditiously disposed of with the approval of the Contracting Officer when required.
6. Ingredient mixing/batching rooms/areas will receive detailed attention to sanitation requirements. Product residues associated with such operations will not be allowed to accumulate.
7. The facility grounds will be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters will be kept covered at all times.

B. Product/Facility Inspections and Pest Surveillance

1. All incoming products and materials, including packaging and packing materials will be inspected upon receipt for evidence of pest infestation/contamination. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly

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susceptible to infestation.

2. Daily facility walk-through sanitary inspections should be conducted in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

NOTE: The procedures in the following paragraph 3 must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program.

3. Insect surveillance will be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items.

NOTE: If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.

a. Pheromone traps will be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures will be periodically changed in accordance with the manufacturer's recommendations. Damaged and/or dirty traps will be changed when necessary.

b. Trap monitoring should be accomplished jointly by contractor and pest control subcontractor personnel when an external service provider is used. The in-plant Government Quality Assurance Representative (GQAR) shall have access to the monitoring records. Reports of activity over an extended period without action being taken shall be reported to the Contracting officer and DLA Troop Support-FTS. A written corrective and preventive action plan from the contractor will be requested if the problem persists.

c. If insect activity is observed within contractor facilities by the GQAR during the course of contract operations, exclusive of pheromone traps and electrocution devices, the GQAR shall immediately, verbally, notify the contractor and confirm this in writing. A copy of the written report shall simultaneously e-mailed to the Contracting Officer and DLA Troop Support-FTS. The contractor shall take immediate action and submit a written corrective plan (including specimen identification by the Contractor's Pest Management Company or Qualified Pest Management personnel) within 5-working days to the Contracting Officer and DLA Troop Support-FTS.

C. Facility Design, Maintenance, and Pest Exclusion

1. Roofs and walls will be maintained in a good state of repair to prevent leaks and accumulations of standing water.

2. All holes or gaps in interior and exterior walls will be sealed as necessary on a continual basis.

3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, will be properly screened.

4. All door entrances will be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors will be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation will be fitted with framed screen inserts to prevent insect entry.

5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients will be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches will be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, will be located at the lowest levels and consolidated for ease of monitoring and surveillance.

2. Two or more infestible components will not be located on a single pallet.

3. Proper stock handling practices, designed to minimize product damage, will be enforced throughout the course of contract operations.

4. Commercial ingredient items of an infestible nature will be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items will be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

1. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices will be included.

2. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.

3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.

4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices will be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

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F. Pesticide Selection and Application**1. Applicator and Pesticide Documentation**

a. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), will only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/ certifications for in-house (contractor) personnel applying "Restricted Use" pesticides on the premises will be provided. Legible copies of product labels for any "Restricted Use" pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

b. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for in-house personnel applying "General Use" pesticides on the premises will be provided, if not commercially certified as above. Legible copies of product labels for any "General Use" pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

2. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides will be left to the discretion of the contractor or the pest control subcontractor. Pesticide application and treatment records will be kept for each facility treated and will be maintained for a minimum of one (1) year. These treatment records will be made available to the Government upon request and will be reviewed during Quality Systems Audits or other visits to the establishment.

NOTE: Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), will be applied in accordance with MPI directives and with the approval of the GQAR in Charge.

NOTE: In no case will product, pouches/pouch material, meal bags/material, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

3. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations will be of the tamper proof type and secured for safety. The locations of the exterior bait stations will be indicated on the facility maps or layouts. Rodenticides will not be used in processing, assembly, or storage areas.

4. If a requirement exists for the use of toxic rodent tracking powders, a DLA TROOP SUPPORT entomologist will first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.

5. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. If fumigation is necessary, DLA Troop Support may request the source of the capability and a copy of the subject certification be provided.

NOTE: Retorted and pouch sealed components, as well as final assembled rations, will not be fumigated unless authorized by the Contracting Officer (and as recommended by the DLA Troop Support Food Safety Office or DLA Troop Support-FTS).

IV. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to an IPM program which impacts products intended for Government use will be submitted to the Contracting Officer for evaluation by a DLA Troop Support-FTS before implementation.

B. The Contracting Officer shall be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic and/or e-mail notification to the Contracting Officer and DLA Troop Support-FTS is required by the contractor and/or the GQAR as applicable.

C. The GQAR and/or DLA Troop Support-FTS will inform contractors of unfavorable pest situations, as they are determined or observed during daily sanitary inspections or during audits. The contractor is required to submit a corrective and preventive action plan describing what actions are being taken to correct the unfavorable situation.

The requirements of the solicitation, contained in section I-2 through I-3 above, will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

52.202-01 DEFINITIONS (NOV 2013) FAR

52.203-03 GRATUITIES (APR 1984) FAR

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- 52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR
- 52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR
- 52.203-08 CANCELLATION, RECISSION, 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
- 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS
- 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) DFARS
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) FAR
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS
- 252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS
- 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 2014) DFARS
- 52.210-01 MARKET RESEARCH (APR 2011) FAR
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR
- 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

CONTINUED ON NEXT PAGE

Facility:
_____**Military or Federal Specification or Standard:**
_____**Affected Contract Line Item Number, Subline Item Number, Component, or Element:**

52.211-9069 TIME OF DELIVERY - ORDERING OFFICE (NOV 2011) DLAD

Material ordered under the terms of this contract shall be delivered within 60 days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).
(End of Provision)

52.215-02 AUDIT AND RECORDS - NEGOTIATION (OCT 2010) FAR**52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR****52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) FAR****52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) FAR**

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-9016 NOTICE TO CONTRACTORS AND DEFENSE FINANCE ACCOUNTING SERVICES (DFAS) (NOV 2011) DLAD**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 25 EACH, 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 3,000,000 EACH ;
- (2) Any order for a combination of items in excess of ; or
- (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice

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stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period ; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 DAYS AFTER CONTRACT EXPIRATION
(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from DATE OF AWARD through 5 YEARS AFTER DATE OF AWARD [*insert dates*].

52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) FAR

52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) FAR

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) FAR

52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) FAR

- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA 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]:

Signature: _____

Date: _____

Title: _____

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (AUG 2012) DFARS

52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR

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

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR

52.222-26 EQUAL OPPORTUNITY (MAR 2007) 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

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR

52.222-50 COMBATting TRAFFICKING IN PERSONS (FEB 2009) FAR

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) FAR

52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR

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

52.226-06 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAR 2009) FAR

(a) Definitions. As used in this clause—

“Apparently wholesome food” means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

“Excess food” means food that—

- (1) Is not required to meet the needs of the executive agencies; and
- (2) Would otherwise be discarded.

“Food-insecure” means inconsistent access to sufficient, safe, and nutritious food.

“Nonprofit organization” means any organization that is—

- (1) Described in section 501(c) of the Internal Revenue Code of 1986; and
- (2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (Pub. L. 110-247), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) Costs.

(1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) Flowdown. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR

52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

52.230-02 COST ACCOUNTING STANDARDS (MAY 2014) FAR

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

52.232-01 PAYMENTS (APR 1984) FAR

52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

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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

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

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-01 DISPUTES (MAY 2014) FAR

52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

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

(c) The offeror should check here to opt out of this clause:

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

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR

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

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

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014) FAR

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

*** *

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]—

*** *

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 90 DAYS [Contracting Officer shall insert specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect"].

*** *

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52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR**52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) FAR**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the _____ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the _____ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. _____.

This may be confirmed by contacting _____ [Name and address of the contract administration office listed in the contract].

(End of clause)

52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR**52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR****52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT 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 [insert administrative cost figure] 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.

(End of clause)

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

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

(End of Clause)

52.252-06 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 authorized 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.

(End of Clause)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR**252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

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

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

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

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

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shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

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

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

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);
- (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

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

(End of clause)

SECTION J - LIST OF ATTACHMENTS

SECTION J- LIST OF ATTACHMENTS

CID A-A-20332C, May 3, 2007

PKG&QAP 20332C, August 24, 2009 w/Change 02, May 24, 2011

DLA Troop Support FORM 3507

Loads, Unit: Preparation of Semiperishable Items.

DLA Troop Support FORM 3556

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence.

DOD 4500.9R Defense Transportation Regulation (DTR)

DLA Troop Support Instruction, Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-item Verification Inspections for Operational Rations, March 2001.

FED-STD-595 Colors used in Government Procurement

MIL-PRF-61002 Pressure Sensitive Labels for Bar Coding

MIL-PRF-44073 Packaging of Food in Flexible Packages

MIL-STD -129 w/chg 4 Military Marking for Shipment and Storage

MIL-STD -147 Palletized Unit Loads

MIL-STD- 3006 Sanitation Requirements for Food Establishments, MIL-STD-3006

Non-Government Documents:

ANSI/ASQC Z1.4

Sampling Procedures and Tables for Inspection by Attributes.

American Society for Quality Control, Milwaukee, WI 53202

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ASTM D5118/D5118M
Standard Practice for Fabrication of Fiberboard Shipping Boxes.

ASTM D1974
Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes. ASTM D 1974.

ASTM D4727/D4727M
Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shapes.

ASTM D5276
Standard Test Method for Drop Test of Loaded Containers by Free Fall. ASTM D – 5276.

ASTM F88
Standard Test Method for Seal Strength of Flexible Barrier Materials. ASTM F 88.

U.S. Food Chemicals Codex. Committee on Specifications, U.S. Pharmacopeia (USP), the new publisher of Food Chemicals Codex: <http://www.usp.org/fcc/>

Individual Performance-based Contract Requirements (PCRs)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014) DFARS

(2) The following representations or certifications in ORCA 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) 252.225-7022, Trade Agreements Certificate—Inclusion of Iraqi End Products.
- (v) 252.225-7031, Secondary Arab Boycott of Israel.
- (vi) 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 Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA 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

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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

52.207-04 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

ITEM _____

QUANTITY _____

PRICE QUOTATION _____

TOTAL _____

(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.

(End of provision)

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR

(a) Definitions. As used in this provision—
 "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—
 (1) The total value of all current, active contracts and grants, including all priced options; and
 (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
 (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009) DFARS

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2014 APPROPRIATIONS (FEB 2014) DFARS

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is is not a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

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

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

(b) The Offeror represents that-

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

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

(End of provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006) 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;

CONTINUED ON NEXT PAGE

- (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.**

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L-1 Submission of Offers:

DLA Troop Support will use Lowest Price Technically Acceptable procedures for this acquisition. Offerors must ensure that they complete and submit all requirements of the solicitation. Additionally, vendors must submit a separate technical proposal in accordance with paragraph L-3 below. A separate business (cost/price) proposal, in accordance with paragraph L-4 below, and the completed solicitation must also be submitted. Information and all Product Demonstration Models (PDMs) must be received no later than the time and date set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraph L-2 and L-3 to facilitate the Government’s proper, thorough, and timely review of your proposal. The complete proposals should be specific, stating clearly how you will meet all the requirements of the solicitation. Failure to furnish all of the required information and PDMs 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.

The use of e-mail is authorized in the transmission of proposal revisions. Any such e-mail transmissions should be sent to the Contracting Officer and Contract Specialist. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, if applicable, will be designated in that request. Transmissions shall meet the requirement found at FAR 15.208(b)(1).

Note: the use of e-mail is not authorized for the transmission of initial proposals. Your proposal must be prepared in separate parts as follows:

Part	Title	# of copies
1	Completed Solicitation	1
2	Technical Proposal	4
3	Business Proposal (Prices)	2

L-2 Technical Proposals:

The following information is required for technical proposals:

Product Demonstration Models (PDMs)

PLEASE NOTE: This requirement is waived for any offeror who has submitted and received a passing grade on a PDM, in the last year, to Natick. Please provide documentation from Natick of the passing PDM score.

Vendors must submit PDMs for the Emergency Drinking Water. Product Demonstration Models (PDMs) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDMs will become the property of the Government and will not be returned to the offeror. Failure to submit PDMs may result in rejection of an offer. Analytical results, wherever required, must be submitted with PDMs.

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 the production line, which will result in rejection of the product.

Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may result in rejection of the offer. Offerors shall also warrant that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. Product from any resultant contract that does not conform to all requirements shall not be accepted by the Government.

PDMs shall be submitted as follows:

0001, Emergency Drinking Water

A total of 30 samples of each item shall be submitted as follows:

A total of 5 samples should be sent to:

DLA Troop Support

Directorate of Subsistence-FTRC

700 Robbins Avenue-Bldg 6 Philadelphia, PA 19111-5092

Attn: James A. Lecollier

The above samples shall be representative of the furnished product which the offeror proposes to furnish in the contract. Such samples shall be submitted to the Contracting Officer.

For performance evaluation (package integrity) and product characteristics (pH, processing, appearance, palatability, etc) 25 samples shall be sent to:

US Army Research, Development, and Engineering Command

Natick Soldier Research, Development, and Engineering Center

ATTN: RDNS-SEC-F (Jill Bates)

15 Kansas Street

Natick, MA 01760-5056

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

Product Demonstration Model Sample

Solicitation Number

Product Identity

Lot #

Company Name and Address

Point of Contact Name and Phone Number

Inside the case, along with the samples, should be the required paperwork, fully identifying the product, solicitation number, contract number (if applicable), whether the item is an Initial, Replenishment, or Alternate PDM, USDA certification, any test results available, or any other information to assist in identifying the product and conducting the evaluation.

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

The Offeror shall provide a complete list of its PDMs submitted, with its technical proposal, to include: item, source of supply name and address, and item lot number. Note: Offerors may submit PDMs to Natick for evaluation any time after solicitation issuance. However, PDM Samples and documentation must be submitted by the deadline for receipt of proposals to the Business Opportunities Office (BOO) at DLA TROOP SUPPORT with the aforementioned supplier and lot number information.

L-3 Business Proposal

(a) The Government reserves the right to require information other than cost or pricing data, as defined in FAR 15.403, or cost and pricing data, as applicable and if required to determine price reasonableness to any offer(s).

(b) Prices shall be submitted for all five years.

Pricing should reflect the range between the minimum and maximum quantities. Offerors are requested to offer one price representing this entire range.

Year One \$ _____ Year Two \$ _____

CONTINUED ON NEXT PAGE

Year Three \$ _____ Year Four \$ _____
Year Five \$ _____

52.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE, EMERGENCY PREPAREDNESS, AND ENERGY USE PROGRAM (APR 2008) FAR

Any contract awarded as a result of this solicitation will be () DX rated order; () DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

52.215-9008 FACSIMILE BIDS AND PROPOSALS (NOV 2011) DLAD

52.215-9023 REVERSE AUCTIONS (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 on-line 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 on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

(c) Prior to or simultaneously with conducting the on-line 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) 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 on-line 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) 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, the "Not Lead" offeror that submitted the tie offer must offer a changed price; it will be ineligible for award if the final price in the auction is the tie offer price.

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

(g) The following information is provided regarding the procedures to be followed if a reverse auction is conducted.

(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.

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(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 offerors' pricing in confidence until after contract award.

(4) Any offeror 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.

(5) 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.

(6) 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' designation from any trained offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

(End of Provision)

52.216-01 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a FIXED PRICE contract resulting from this solicitation.

(End of provision)

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) - FAR

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

<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/> .

(End of Provision)

52.233-02 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 31.101 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 700 ROBBINS AVENUE, PHILADELPHIA, PA 19111, ATTN: JAMES A. LECOLLIER, BUILDING 6. [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.

(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

SECTION M - EVALUATION FACTORS FOR AWARD

Overview:

Offerors must ensure that they complete and submit all requirements of the solicitation. 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. 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

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further similar evaluations.

B. Evaluation Process:

Technical Evaluation: Offerors are required to submit a technical proposal as prescribed in this solicitation. Each technical proposal will be evaluated against the technical requirements specified in this solicitation. Proposals so technically deficient as to make them incapable of being made technically acceptable will be rejected, and excluded from the competitive range. 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.

Business Evaluation: Each proposal will be evaluated against the requirements of the 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. Price evaluation is based on the unit of issue, each (EA). The unit price for each year will be multiplied by the estimated quantity for each year and totaled to an aggregate price which offers will be compared for evaluation.

Selection: The final technical and business evaluation reports will be furnished to the contracting officer. When offers are determined to be technically acceptable for non-price factors the price evaluation, including the use of a reverse auction in accordance with DLAD 52.215-9023, will be conducted and award made based on the lowest price to the Government. The Government will make a single award to the responsible offeror whose offer conforms to the requirements of the solicitation and is most advantageous to the Government, cost or price, technical quality, and other factors considered. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors in accordance with DGPA 15.101-2(b).

The Technical Evaluation Factors are as follows:

Product Demonstration Models (PDMs) The Government will evaluate the PDMs for the following characteristics: organoleptic qualities such as taste, odor, texture appearance, and overall quality in order to determine product acceptability. Evaluation shall be conducted on the basis of acceptability, not comparative assessment. 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.

The PDM rating will be acceptable or unacceptable. If any one of the characteristics of the PDM is rated unacceptable, the overall PDM will be rated unacceptable. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

Vendors shall have one opportunity to correct any deficiencies found during the evaluation of PDMs submitted as part of the initial proposal and have their PDM pass evaluation. Vendors are advised that if they have any unacceptable PDMs after the second evaluation, their proposal will be determined to be technically unacceptable and they will not be considered for award. The Government shall require each PDM to be rated as "Acceptable".

Revised or alternate PDMs submitted during negotiations shall be evaluated for the same criteria detailed above.

Additional Evaluations:

These documents will be reviewed for acceptability but do not have to be determined acceptable to be eligible for award. However, before contract performance, the potential awardee will be required to make any unacceptable element acceptable.

1. Food Defense Plan

2. Integrated Pest Management Program Plan

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and meeting the minimum requirements of the solicitation considered. The following shall be used to evaluate offers:

DLA Troop Support will use **Low Price Technically Acceptable** procedures per line item to evaluate all offers. A proposal will be determined Technically Acceptable if it meets all terms and conditions of the solicitation. It is a requirement that the PDMs are required to be acceptable prior to award in order for a proposal to be found Technically Acceptable and in order to commence production. All required submissions must be received from offerors before the time set for closing. Failure to furnish this information by the time specified may be cause for rejection if not otherwise acceptable under FAR provisions for considering late offers.

52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD

52.247-9022 EVALUATION OF TRANSPORTATION COSTS - ORDER QUANTITY (SEP 2007) DLAD