

2. CONTRACT No. 3. SOLICITATION No. SPE3S1-21-R-0009 4. TYPE OF SOLICITATION  SEALED BID (IFB)  NEGOTIATED (RFP) 5. DATE ISSUED 2021 OCT 19 6. REQUISITION/PURCHASE No. 1000127591

7. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA CODE SPE3S1 8. ADDRESS OFFER TO See Continuation Sheet

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, Building 45-C-167 until 3:00PM local time 2021-Nov-18 (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 Michael Olsakowski DMO0027 B. PHONE/FAX (NO COLLECT CALLS) Phone: C. EMAIL ADDRESS Michael.Olsakowski@dla.mil


**11. TABLE OF CONTENTS**

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

**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  10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%) (See Section I, Clause No. 52.232-B)

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  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:  10 U.S.C. 2304 (c) ( )  41 U.S.C. 253 (c) ( ) 23. SUBMIT INVOICES TO ADDRESS SHOWN IN  ITEM (4 copies unless otherwise specified)

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

**SECTION A - SOLICITATION/CONTRACT FORM****TECHNICAL REQUIREMENTS**

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

**CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS FAR Part 3.1002(a)** requires all Government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program and internal control system that is suitable to the size of the company and extent of its involvement in Government contracting, that facilitates timely discovery and disclosure of improper conduct in connection with Government contracts, and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the Government, in connection with the award, performance, or closeout of a Government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733) This solicitation and the resulting contract includes FAR clause 52.203-13 - **CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT**; contained elsewhere in the solicitation or contract. The contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733)

**\*\*NOTE: Offerors must be registered in the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Those not registered in SAM may be considered non-responsible. Upon registration, a CAGE code will be assigned to the registered firm. This code shall be placed in the box next to "code" in block 15A of the cover sheet. All clauses incorporated in full text throughout the entire solicitation must be filled out as applicable.**

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS****B-1 -ITEMS TO BE SUPPLIED****(A) Line Description/NSN**

WATER, DRINKING, EMERGENCY,  
NSN: 8960-01-587-6603

Item description:

4 oz flex pouch pg, w/centered spout

CID A-A 20332

Type I, size a, class 1, design c

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

WATER, DRINKING, EMERGENCY,

NSN: 8960-01-485-9695

Item description:

4 oz flex pouch pg, w/side spout

CID A-A 20332

Type I, size a, class 1, design b

WATER, DRINKING, EMERGENCY,

NSN: 8960-01-124-4543

Item description:

4 oz flex pouch pg, w/o spout

CID A-A 20332

Type I, size a, class 1, design a

**(B) Delivery Schedule**

Indefinite number of delivery orders, delivery to depot. Required Delivery Date is 60 Days ADO.

**(C) IQC Quantities**

The estimated quantities each tier is as follows:

**ITEM/NSN****Estimated Qty.****WATER, DRINKING, EMERGENCY, FLEXIBLE POUCH****NSN: 8960-01-587-6603**

- The guaranteed minimum, inclusive of all tiers, is 10,000 pouches.

- The guaranteed maximum inclusive of all tiers, is 30,000 pouches.

**WATER, DRINKING, EMERGENCY, FLEXIBLE POUCH****NSN: 8960-01-485-9695**

- The guaranteed minimum, inclusive of all tiers, is 15,000 pouches.

- The guaranteed maximum inclusive of all tiers, is 45,000 pouches

**WATER, DRINKING, EMERGENCY, FLEXIBLE POUCH****NSN: 8960-01-124-4543**

- The guaranteed minimum, inclusive of all tiers, is 200,000 pouches.

- The guaranteed maximum inclusive of all tiers, 600,000 pouches

Set-Aside Status NAICSSB EMPLOYEE #

Unrestricted 312112

1,000

**B-2 - GENERAL INFORMATION**

1. The effective period of the contract for the first tier will be from effective date of award through 365 days. The contract contains three, one-year tiers.

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

2. The supplies in paragraph B-1 (C) above represent the minimum and estimated quantities for each tier to be purchased.
3. Delivery will be F.O.B. Destination, and shall be priced to the following F.O.B. destinations for all 3 NSNs:

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

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

Offerors are solicited on an F.O.B Destination basis only. Any offers submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive. Please note one price should be submitted for all (any) location, per NSN, per tier.

Inspection at Origin by: Army Veterinary Inspection (AVI)

**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 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 TIER PRICING**

Offerors are requested to submit offers in all three tiers. Offerors may submit their offered prices below, within Section L of the solicitation or using their own similar format. Failure to indicate an offer on any tier shall be deemed non-acceptance of the tier and could result in rejection of the offeror's entire proposal. Offerors may offer unit prices that differ per Tier.

**There are no options to exercise, you must submit pricing for all 3 tiers of each item at the time of your offer. Also, this same price is to be considered for shipping to any of the 5 delivery locations.**

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

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)****2. WATER, DRINKING, EMERGENCY,**

NSN: 8960-01- 485-9695 (Side Spout)

Tier 1 unit price \$ \_\_\_\_\_

Tier 2 unit price \$ \_\_\_\_\_

Tier 3 unit price \$ \_\_\_\_\_

**3. WATER, DRINKING, EMERGENCY,**

NSN: 8960-01- 124-4543 (No Spout)

Tier 1 unit price \$ \_\_\_\_\_

Tier 2 unit price \$ \_\_\_\_\_

Tier 3 unit price \$ \_\_\_\_\_

**B-5 PRODUCT DEMONSTRATION MODELS (PDMs):**

Acceptable PDMs, also referred to as approved PDMs, will be used as production standards by both the Contractor and the Government. The production lots/product-codes used as the production standards by both the Contractor and the Government shall be identical. The approval of any PDM will not constitute a waiver of the requirement that all delivered product must meet all other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements unless specifically stated by the Contracting Officer. The Contractor shall be responsible for the shipment of PDM samples to Natick, to DLA Troop Support, and as required, to Government Quality Assurance Representatives (GQAR).

As required by this solicitation/contract, for each component item requiring a PDM, each Contractor shall possess said Contractor's own set of approved PDMs and shall be responsible for the retention and distribution of said PDMs to Government entities.

Initial PDM:

PDMs must be submitted prior to the close of the solicitation and found to meet the standards as referenced elsewhere in the solicitation. If a PDM for the same item has been approved for another contract within a period of a year, a PDM for that item may not need to be submitted for this contract. Refer to Sections L and M for submission and evaluation instructions for PDMs.

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD****C-1 SPECIFICATION/DESCRIPTION****A. NSN: 8960-01-587-6603**

**WATER, DRINKING, EMERGENCY; 118 ml (4.0 fl oz) flex pg, w/center spout, CID A-A 20332, Type I, Size A, Class 1, Design c**

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**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)****B. NSN: 8960-01-485-9695**

**WATER, DRINKING, EMERGENCY, 118 ml (4.0 fl oz) flex pg, w/side spout, CID A-A 20332, Type I, Size A, Class 1, Design b**

**C. NSN: 8960-01-124-4543**

**WATER, DRINKING, EMERGENCY, 118 ml (4.0 fl oz) flex pg, w/o spout, CID A-A 20332, Type I, Size A, Class 1, Design a**

**C-2 PRIME (ACQUISITION) DOCUMENTS:****A. Water, Drinking, Emergency**

**1. Commercial Item Description (CID) A-A-20332D, 13 May 2014**

**2. Packaging Requirements and Quality Assurance Provisions (PKG&QAP) A-A-20332C, 24 August 2009, with change 02, 24 May 2011.**

Specifications and related technical documents applicable to this solicitation/contract can be found at: <https://www.dla.mil/TroopSupport/Subsistence/Operational-rations/frozen/>

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

**C-3 DATE OF PACK:**

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

**C-4 MISCELLANEOUS REQUIREMENTS****A. Compliance with Applicable Regulations**

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

**2. The Contractor shall comply with 21 CFR §110 “Current Good Manufacturing Practice in Manufacturing, Packaging, or Holding Human Food” and/or 21 CFR §117 “Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food”, and other applicable regulations. The Contractor shall ensure all sub-contractors comply with all applicable regulations. In**

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**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

addition, the contractor is required to comply with all applicable parts of the Code of Federal Regulations.

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

**4. PER- OR POLYFLUOROALKYL SUBSTANCE PROHIBITION Any food contact substances that are used to assemble and package MRE components that shall not contain per- or polyfluoroalkyl substances.**

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

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

**D. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS**

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

**2. Sanitary approval is established by:**

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

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

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

**4. Requests for inspection and Worldwide Directory listing by VETCOM 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.**

**5. In addition to the above, all producers of food components (including pouch water) shall be listed in the Worldwide Directory, as determined by USAPHC.**

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)****6. The following clauses/provisions are incorporated in full text:**

**Provision 9012 - Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)**

**E. FOOD DEFENSE**

**1. The submission and implementation of a Food Defense Plan is required for this DLA Troop Support Subsistence contract. A Food Defense Plan shall be in existence prior to start of production. The plan shall address those areas of concern listed in the DLA Troop Support Food Defense Checklist applicable to the contractor's facility/operation. To download a copy of the DLA Troop Support Food Defense Checklist, <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx> or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Food Defense Branch (DLA Troop Support-FTSB). Submit Food Defense Plans to the applicable DLA Troop Support Contracting Officer. The Quality Audits & Food Defense Branch (DLA Troop Support-FTSB) is the only DLA Troop Support office authorized to review and approve Food Defense Plans. All Food Defense Plans are maintained and secured by FTSB.**

**F. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS**

**1. Integrated Pest Management (IPM) Program Requirements for Operational Rations,” of April 2011 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The IPM program shall be in existence prior to contract award. The IPM plan shall be submitted to DLA Troop Support. The associated pesticide labels and MSDS documents are not to be submitted to DLA Troop Support, unless specifically requested by the Contracting Officer. The contractor shall have these documents available for on-site review during a Pest Management Audit, Quality Systems Management Visit (QSMV), or Quality Systems Compliance Audit. Evidence of any insect, rodent or pest infestation discovered in contact with materials or equipment used in the production of or found in an end-item component or assembly lot shall be cause for rejection of the involved lot. DLA Troop Support shall be notified within 24 hours when such pest activity has been found and informed of the corrective actions taken. IPM program requirements are found on the DLA Troop Support website at: <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>**

**G. CONTRACTOR SANITATION PROGRAM**

**1. The “Contractor Sanitation Program - Operational Rations,” of November 2015 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The Contractor Sanitation Program shall be in existence prior to contract award. The program is not to be submitted to DLA Troop Support unless specifically requested by the applicable DLA Troop Support Contracting Officer. The contractor shall have the program available for on-site review during a QSMV or Quality Systems Compliance Audit. Evidence of any insect, rodent or pest infestation; foreign material; or contamination discovered in contact with an end-item component or assembly lot shall be cause for rejection of the involved lot. Contractor Sanitation Program requirements are found on the DLA Troop Support website at: <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>**

**H. THE FOLLOWING CHANGE(S) APPLY TO: Commercial Item Description A-A-20332D, Water, Drinking, Emergency, 13 May 2014.**

**1. Emergency Drinking Water, Type I, Class 1, produced under this contract is exempt from microbiological testing for Total Coliforms and Heterotrophic Plate Count until further notice or the end of**

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**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

the contract.

**I. The following applies to PKG&QAP 20332C, Packaging Requirements And Quality Assurance Provisions For CID AA-20332C, Water, Drinking, Emergency:**

**1. Until further notice or for the duration of this contract, two “V” shaped tear notches are authorized on spout pouches as long as the presence of, location of, and depths of the notches are in keeping with spec drawings. If two notches are present, use the reverse view to determine correct location of the second notch.**

**J. DLA Troop Support Form 3507, Loads, Unit: Preparation of Semipeishable Subsistence items, Apr 2014:**

**1. Page 1, At “Reference Documents, (1). Pallets and Construction”:**

**Delete “ANSI MHIA MH1-2005: Part 3, Wood Pallets and Part 9, Wood Pallets for Military Use” and insert: “ANSI MHI MN1-2016; Part 3, Wood Pallets and Part 9, Wood Pallets for Department of Defense Use”**

**2. Page 2, At “(5) Sampling and Test Procedures”:**

**Delete “ANSI/ASQC Z. 1.4 - Sampling Procedures and Tables for Inspection by Attributes” and insert “ANSI/ASQ Z1.4 - Sampling Procedures and Tables for Inspection by Attributes”**

**3. Page 2, At “General Requirements, Pallets”:**

**Delete “Pallets: Unless otherwise specified herein, or by contract, pallets shall conform to Part 3 and Part 9 of ANSI MHIA MH1-2005. Pallets shall be Class 1, Type 2, Style 6, Size 2. For pallet loads under 1500 pounds, ref. Part 9, Table 4, ANSI Part No. MH1/9-02SW4048. For pallet loads 1501 to 3000 pounds, ref. Part 9, Table 4, ANSI Part No. MH1/9-05SW4048.” and insert “Pallets: Unless otherwise specified herein, or by contract, pallets shall conform to Part 3 and Part 9 of ANSI MHI MH1-2016. Pallets shall be:**

**Class (Class 1): Stringer Pallet.**

**Type (Type 2): Partial four-way entry pallet with openings at both ends and sides with limiting accessibility of the openings to common handling equipment, i.e. notched stringer pallet and block pallet with overlapping bottom stringer boards and bottom deckboards, or panels.**

**Style (Style 6): Double-face, nonreversible. In addition, the pallet shall be “pallet, double-wing”, as defined in ANSI MHI MH1-2016.**

**Size 2. 40 inch x 48 inch.**

**For pallet loads under 1500 pounds, ref. Part 9, Table 4, ANSI Part No. MH1/9-02SW4048. For pallet loads 1501 to 3000 pounds, ref. Part 9, Table 4, ANSI Part No. MH1/9-05SW4048.**

**Note: When unitizing individual field meals (MRE, MCW, LRP) and humanitarian ration (HDR), the top deck surface area “footprint” of the specified double wing pallet may be increased to reduce load overhang. Maximum top deck dimensions of (L) 43” x (W) 51.5” may be used. This option only applies to top deck board and stringer (length) dimensions.”**

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)****C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2020)****SECTION D - PACKAGING AND MARKING****PACKLAGING/PACKING/LABELING/UNITIZATION/MARKING**

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

**A.** Product shall be filled into pouches, sealed and processed in accordance with the requirements of PKG&QAP A-A-20332C. End-item primary packaging materials in contact with and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances.

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

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

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

**A.** Unit loads shall be Type III, Class G in accordance with DLA Troop Support Form 3507.

**B.** Unit load height shall not exceed 49 inches. Pallets shall conform to requirements cited in the general requirement section of DLA Troop Support Form 3507. Three-stringer construction is acceptable. /

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

**D-6 CLAUSES:**

**A.** The following clauses/provisions are incorporated in full text:

**Provision 9012 - Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)**

(a) This clause only applies when wood packaging material (wpm) will be used to make shipments under this contract and/or when wpm is being acquired under this contract.

(b) Definition. Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden

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**SECTION D - PACKAGING AND MARKING (CONTINUED)**

boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

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

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

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

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

(End of clause)

**SECTION E - INSPECTION AND ACCEPTANCE**

**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, Specialty Crops Program, Specialty Crops Inspection Division (USDA,AMS) end-item lot/grand-lot inspection in accordance with Provision "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 Provision "9024 Alternative Inspection Requirements for Selected Items", is applicable unless otherwise specified by this solicitation/contract.

.....Those quality assurance provisions (product, packaging, packing, and regulatory requirements, procedures, and inspections) specified in Section E of this solicitation, and, as amended by this solicitation, those quality assurance provisions specified in the applicable component's technical requirements documents (ex. MIL-PRF- 44073, Performance-based Contract Requirements (PCR)) are required for contractor and United States Department of Agriculture, Agricultural Marketing Service, Specialty Crops Program, Specialty Crops Inspection Division (USDA-AMS) inspection. DLA Provision 9023 is incorporated in full text in this solicitation and resultant contracts(s). In addition, the following procedures will be used for inspection and acceptance. If there is a conflict between the following inspection and

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

acceptance procedures and those stated in DLA Provision 9023, then the provisions cited in the following inspection and acceptance procedures shall control.

.....ASQ/ANSI Z1.4 -2003 (R2018), SAMPLING PROCEDURES AND TABLES FOR INSPECTION BY ATTRIBUTES, is the edition currently available at the ANSI webstore, and the edition of the standard referenced for use with this solicitation/contract. This latest standard is a reaffirmation of ANSI/ASQ Z1.4 -2003 (R2013), and the (R2013) edition may be used in place of the (R2018). Except as related to the inspection of supplies for the presence of defects categorized as critical by this solicitation and its supporting documents, the procedures found in ASQ/ANSI Z1.4-2003, paragraph titled "8. NORMAL, TIGHTENED AND REDUCED INSPECTION", apply for Government verification inspection. ASQ/ANSI Z1.4, sub-paragraph "8.5 LIMIT NUMBERS FOR REDUCED INSPECTION" is applicable for use with Inspection and Acceptance for this solicitation/contract. Where contractor end-item inspection is required, the contractor must select for end item examination, as a minimum, the same number of samples selected by the Government for end item inspection.

.....Applicable to all Contractor Lot Offer Submittal Packages. The contractor's submittal package for each food component lot and each final assembly lot, shall contain the offeror's documentation that the end-item primary packaging materials in contact with the food and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Offeror's may offer Supplier's Certificates of Conformance as documentation. End-item compliance with the absence of per- or polyfluoroalkyl substances shall be verified and may be verified by means of a supplier's Certificate of Conformance. Any substance in contact with the end-item food that cannot be verified as a compliant substance shall be cause for rejection of the lot.

.....A representative of the contractor offering supplies to the government for the purpose of government acceptance shall sign/endorse all Certificates of Conformance (CoC) required for use and/or authorized for use by this solicitation/contract. CoCs shall be contract specific. Renewal of a CoC shall be occasioned by the assumption of a new contract number or by any changes to the composition, construction, or supplier of the supplies being addressed by a CoC.

**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 AA-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.

.....Preformed pouches, HFFS roll-stock, and any other materials that contact the packaged end-item food shall not contain per- or polyfluoroalkyl substances. Compliance with the absence of per- or polyfluoroalkyl substances shall be verified by the assembler upon receipt and may be verified by the supplier's Certificate of Conformance.

**E-4. Operational Ration Component Lot Number and Lot Inspection, Emergency Drinking Water**

.....A lot number is defined as the quantity of end-item/finished product produced within a production day (Julian date), i.e., lot number and date of pack (DOP) are synonymous dates. 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.

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)****E-5. Government Verification Inspection.**

.....Government verification inspection (conducted by the GQAR or Government laboratory) shall be withheld, at a minimum, until the contractor's completed lot submittal package is presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the contracting officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless documentation contained in the contractor's lot submittal package provided to the GQAR indicates conformance to ALL contractual requirements.

**E-6. End Item Testing.**

.....Compliance with applicable end-item specific technical data requirements will be determined *by the contractor* and by the GQAR on the finished product in accordance with the applicable provisions in the food component specification, solicitation, contract, and purchase order and their applicable Packaging Requirements and Quality Assurance Provisions specifications. Regardless of the Government agency designated cognizance for the support of the Government's quality assurance requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

**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 May 1, 2020, colloquially referred to as the "government skip lot inspection program", is applicable to current and future. Switching procedures applicable for use with the government skip-lot inspection program are cited in the Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.

.....The Contracting Officer shall authorize the GQAR to initiate skip-lot inspection based upon the qualifications criteria cited in Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations. 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.

NOTE: For products requiring a drained weight examination, the following is also required: The contractor shall provide the Government Quality Assurance Representative (GQAR) a copy of the current production standard (PDM/First Article) formula (including ratios of ingredients), and formulation records for each production lot submitted for Government end item verification inspection.

.....The sampling plans switching procedures cited in ASQ/ANSI Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used by the contractors during the performance of contractor's end item verification inspections of State 2 qualified products. Producers using the switching procedures, cited in ASQ/ANSI 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 who 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"). NOTE: Contractor inspection of end-item subsamples prior to their combination to make-up the complete sample for the applicable lot size is not authorized.

.....All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer.

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

.....The producer's end item verification inspection results and the contracting officer authorized "alternative end-item conformance verification records, as applicable for the subject Government Inspection and Acceptance Program, 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.

**E-8. General Inspection Requirements, Methods of Remediation, and Prohibitions**

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

1. Produce and inspect a new lot.
2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g. time, temperature, etc.) See "Rework of Nonconforming Product Pre or Post Acceptance" for applicable situations.
3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".
4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies". Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units. Examples of valid technical reasons are:

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

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

(B.) There will be no "skip lot" or "reduced" inspection option for critical defects.

NOTE: The contractor may petition the Government (through the Contracting Officer) for skip lot or a reduction in Government verification inspection at such time that the contractor *believes* his quality program is fully acceptable and reliable. This allowance does not apply for critical defects.

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

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

**A. Corrective Action (Rework/Screen Inspections) Taken Prior to Government End-item Inspection (i.e., Contractor's Receipt Inspections (of both food and non-food supplies), In- Process Inspections, and End-Item Inspections):** Unless otherwise specified in Part B, below, all corrective actions, reworks and screening inspections conducted prior to the initial Government end-item 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. Government End-item Inspection, as used here, includes Government End-item Inspection at CFM and RNC component origin.

**NOTE TO PART A:** When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc.), he has the alternative to request the permission of the Contracting Officer to offer a lot, acknowledged by the petitioner to be nonconforming for a specific requirement, for Government end-item verification inspection with the understanding that should all required Government inspections, save that inspection acknowledged by the petitioner as representing a specific nonconformance to requirements, result in conforming inspection results, the lot shall be recorded by the GQAR as a lot rejected upon Government verification inspection but authorized by the contracting officer to be accepted "as is" on waiver of the specific nonconforming requirement revealed by contractor inspection or QSP. If the Contracting Officer authorizes the offer of a nonconforming lot for Government end-item verification, the written approval shall be provided to the GQAR when the supplies are presented for Government verification inspection as previously stated, The GQAR shall inspect the supplies for compliance with all requirements of the contract, except the specific nonconforming requirement (skip-lot inspection and reduced inspection do not apply in this case). The Contracting Officer,

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

may request that the GQAR inspect for the specific nonconforming requirement 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.

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

**1. Insect or Rodent Infestation/Contamination: Reworks must be approved by FTRC/FTSC.**

**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 FTRC. FTRC approval may be accomplished by means of one the two following methods, the methods being subject to change as determined by the contracting officer to be necessary for determining FTRC approval:

**METHOD 1:**

.....All corrective actions performed on product due to foreign material and/or processed/ unprocessed container mix-ups shall be submitted by the contractor to the GQAR for review and acceptability determination. This requirement only applies to contractor facilities that are producing product and/or placing food product into finished component packaging.

.....If the GQAR determines that the corrective action plan is acceptable, the contractor shall submit a notification, either a "foreign material notification" or "unprocessed container notification" as applicable, to FTRC, prior to offering the lot for Government inspection. The notification shall include the corrective action plan, the GQAR's recommendation pertaining to the plan, and supporting documentation. FTRC shall issue written authorization for offer of the lot for Government inspection. Submit notifications using the "Rework, Waiver, Deviation, Reinspection, Foreign Material, Extension Template" along with any additional supporting documentation. A duplicate copy of all material submitted to FTRC as a part of the contractor's notification shall be provided to the cognizant GQAR at the time of the submission of the notification to FTRC.

.....If the GQAR determines that the correction actions are not acceptable and GQAR and the contractor cannot agree to an alternate plan for remediation, the contractor shall submit a corrective action/remediation plan and supporting documentation to FTRC for resolution.

.....Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP, Section: Corrective and Preventive Action Program. (see E-9,B.6.). SRP's shall only be submitted to DLA for foreign material inherent to a specific food product or ingredient. Screws, plastic pieces, bandages, metal fragments, glass, etc., are not inherent to ingredients used in food products and a SRP for these types of foreign material shall not be submitted to DLA for consideration and approval. SRPs submitted to DLA for review and approval shall have a title beginning with "Standard Rework Procedure for...". SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

.....All preventive and corrective actions documented by, proposed by, and conducted by the contractor shall conform to the regulations promulgated by the applicable regulatory agency (FDA, USDA-FSIS, USDC). When a contractor is required by regulation to notify a regulatory agency regarding foreign material and/or processed/unprocessed container mix ups, it shall be the responsibility of the contractor to present to the GQAR and DLA verification of conformance to the applicable agency's regulations.

.....In all cases, it is recommended that the GQAR be notified as soon as possible if and when incidents involving the finding by the contractor of foreign material in product and/or product ingredients.

.....  
**METHOD 2:**

.....The contractor shall submit a corrective action plan and supporting documentation to FTRC for resolution.

.....Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP, Section: Corrective and Preventive Action Program. (see E-9,B.6.). SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

.....All preventive and corrective actions documented by, proposed by, and conducted by the contractor shall conform to the regulations promulgated by the applicable regulatory agency (FDA, USDA-FSIS, USDC). When a contractor is required by regulation to notify a regulatory agency regarding foreign material and/or processed/ unprocessed container

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

mix-ups, it shall be the responsibility of the contractor to present to the GQAR and to DLA verification of conformance to the applicable agency's regulations.

.....In all cases, it is recommended that the GQAR be notified as soon as possible if and when incidents involving the finding by the contractor of foreign material in product and/or product ingredients.

(b) The GQAR shall be notified, and documentation provided, when any finished product intended (or initially intended) to be offered to the Government has been produced using a bulk product or ingredient product lot(s) (or portion thereof) that has, at any time, been identified as containing or having contained foreign material. This requirement only applies to contractor facilities that are producing product and/or placing food product into finished component packaging. The documentation shall identify the foreign material and all corrective actions taken to render the bulk/ingredient product serviceable, including, but not limited to segregation and removal of portions of the bulk/ingredient product. The GQAR shall determine if the corrective actions taken render the bulk/ingredient product serviceable. If the GQAR agrees that the corrective actions taken render the bulk/ingredient product serviceable, the contractor shall submit a notification, to include the corrective action plan and supporting documentation, to FTRC prior to offering any related finished product lots for Government inspection. Submit notifications using the "Rework, Waiver, Deviation, Reinspection, Foreign Material, Extension Template" along with any additional supporting documentation. A duplicate copy of all material submitted to FTRC as a part of the contractor's notification shall be provided to the cognizant GQAR at time of the materials submission to FTRC.

.....When the GQAR determines that the actions taken do not render the bulk/ingredient product to be serviceable and an alternate plan for remediation cannot be agreed upon by the GQAR and the contractor, the contractor shall submit a corrective action plan and supporting documentation to FTRC for resolution.

.....Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP Section: Corrective and Preventive Action Program (see 6. Standard Rework Procedure (SRP) below). SRP's shall only be submitted to DLA for foreign material inherent to a specific food product or ingredient. Screws, washers, plastic pieces, bandages, metal fragments, glass, etc., are not inherent to ingredients used in food products and a SRP for these types of foreign material shall not be submitted to DLA for consideration and approval. SRPs submitted to DLA for review and approval shall have a title beginning with "Standard Rework Procedure for...". These SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

.....All preventive and corrective actions documented by, proposed by, and conducted by the contractor shall conform to the regulations promulgated by the applicable regulatory agency (FDA, USDA-FSIS, USDC). When a contractor is required by regulation to notify a regulatory agency regarding foreign material and/or processed/ unprocessed container mix-ups, it shall be the responsibility of the contractor to present to the GQAR and to DLA verification of conformance to the applicable agency's regulations.

.....In all cases, it is recommended that the GQAR be notified as soon as possible if and when incidents involving the finding by the contractor of foreign material in product and/or product ingredients.

(c) 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 FTRC for approval to proceed with the Government end item verification inspection.

(d) Rework/Post-rework Testing of product that tested positive for food borne pathogens, histamine, methylmercury, is not authorized.

(i) This prohibition applies to the forementioned compounds and to any food borne pathogen to include but not limited to *Listeria Monocytogenes*, *Salmonella*, and *E. coli*. Unless Contracting Officer decides that circumstances dictate otherwise, APC, SPC, HPC, Total Coliforms, Yeast, and Mold are excluded from this prohibition.

(ii) Upon notification of the National Science Laboratory test results and/or USDA-AMS of a potential positive/ positive for *Listeria Monocytogenes*, *Salmonella*, and *E. coli*., the contractor shall commence actions recommended/ required, as applicable, by attachment "MICRO TEST RESULTS QUESTIONNAIRE" Questions regarding completion of the recommended actions are to be directed to the responsible office, Food Safety Office (FTW) through FTRC.

(iii) Upon the issuance of a microbiological presumptive positive or test failure, the Government reserves the right to

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

suspend Government inspection for sufficient time to allow the DLA Food Safety Officer to determine that the offeror has adequately demonstrated that the food safety risk of products being offered have been satisfactorily remediated.

(e) 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 through the applicable contracting officer for the coordination with and the approval of the Specification Preparing Activity (Natick).

**E-10. Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components Assembly Time Limits**

NOTE: Requests for waiver of the 180-day age limit for inclusion of a component lot in a final assembly lots are to be completed as per this sub-section.

(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 address the topics enumerated in the Section E attachment titled "ATTACHMENT 1 - WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL, EXTENSION TEMPLATE"

**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.

(B.) When a valid technical reason for reinspection is offered and permission is granted by the contracting officer, *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 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:

- Operational Rations Marketing Specialist, Anthony Foresi (three samples)
- Operational Rations Marketing Specialist, Louis Obot (one sample)
- Operational Rations Marketing Specialist, Luke Smith (one sample)
- USDA Area Office Officer-in-Charge (one sample)

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

DEPARTMENT OF THE ARMY  
FCDD-SCC-EMR Attn: Jill Bates (Bldg 36 Rm E107)  
COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER  
10 GENERAL GREENE AVENUE

**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

NATICK, MA 01760-5056.

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

**E-12. Federal Acquisition Regulation Clauses****52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

(a) The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

.....Title    Number    Date Tailoring

.....Quality Management Requirements Standard ANSI/ISO/ASQ Q9001 2015 Note 1

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in -

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require -

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

NOTE 1: At the election of the contractor, the contract or may select an industry standard equivalent to ANSI/ISO/ASQ Q9001; cite the Title, Number, and Date and Tailoring (if any) and check the appropriate box.

**The following Federal Acquisition Regulation clauses are incorporated by reference**

52.246-15 Certificate of Conformance (APR 1984) FAR

**E-13. DLA Contract Provisions****9003 MEASURING AND TEST EQUIPMENT (JAN 2014)**

Notwithstanding any other clause to the contrary, and/or in addition thereto, the Contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with International Organization for Standardization (ISO) 10012:2003 or American National Standards Institute (ANSI)/ National Conference of Standards Laboratories (NCSL) Z540.3 (R2013).

**9013 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (SEP 2007)**

When required, the contractor will select samples of end items or components or both for contractor examination or testing as required by the item specification or other contract provisions. In addition, the government may select samples of end items or components or both at origin for the purpose of conducting required inspection. The government may use, consume, destroy or retain said samples at its option. Notwithstanding any other provision of the contract, the contractor shall bear the cost of contractor and government samples selected at origin, whether the supplies are accepted or rejected. Furthermore, unless otherwise specified, any sample unit which is altered as a result of the performance of any required examination or test so as to no longer meet the required characteristic of the component or end item, shall not be included as part of the supplies delivered under the contract. Examples of such alteration include, but are not limited to, cutting an item to remove a slice or observe internal surface characteristics, procedures requiring re-canning/re-cooking of the product, thawing and refreezing.

**9023 GENERAL INSPECTION REQUIREMENTS (AUG 2017)**

(a) Inspection.

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

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

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

(3) The Government will perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform with contract requirements, the inspector shall report the findings of his inspection to the appropriate DLA Troop Support office (operational rations business unit, food services business unit, produce business unit, product services office, etc.). The applicable DLA Troop Support office shall report the findings to the Contracting Officer or the ordering officer, who shall in turn notify the Contractor.

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

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

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

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

(c) USDA and USDC certificates. Procedures for preparation and distribution of certificates shall be in accordance with the regulations, file codes, instructional manuals, etc., of the respective inspection agency.

**9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS (OCT 2020)**

Physical, microbiological, and analytical tests not eligible for the application of this provision include, but are not limited to, those tests used to identify critical package integrity defects (internal pressure), any pH, water activity, oxygen content tests of food safety concern (identified as critical control point in producer's HACCP), and tests for histamine, methylmercury, aflatoxin, *Listeria monocytogenes*, *Salmonella*, and *Escherichia coli*.

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

(b) Compliance of Product. Acceptance of material as complying with required characteristics shall be based on the Contractor's test results; provided that Government verification indicates the Contractor's testing system is reliable, in accordance with paragraph (c) of this clause, as to each of the required characteristics. If the Contractor's test system is

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

determined to be unreliable, product compliance will be determined based solely on Government test results. In the event the Government detects any irregularities in the Contractor's testing system, the designated Government inspector may withhold approval until Government test results indicate products conform to contract requirements. For Operational Rations component items (ex: FSR, MCW, MORE, MRE component items), if Government laboratory test results show that product is nonconforming, the product shall be withheld from final assembly and subject to return and replacement by the component Contractor, even if previously approved by the Government inspector.

**(c) Reliability Conditions.**

(1) The contractor's testing system will be considered reliable as long as its test results are determined to be conforming and to be comparable to the government test results. Unless the government agency having jurisdiction has inspected the item produced at the contractor's plant within the previous 120 days and determined the item to be reliable, and unless otherwise specified in this contract, for each different type of end item presented for inspection, in order to establish test system reliability, the inspector will select, for verification testing, random samples of the first three end item lots offered. If the results of the three tests indicate product conformance, the test system will be considered reliable. As long as the contractor's testing system is reliable, the government inspector will sample product for verification testing on a skip-lot basis. Skip-lot verification is done by random selection of samples from not less than one lot in six consecutive lots presented for inspection. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent inspection. (For instance, starting with a group of six lots (i.e., 1-6), one lot is randomly selected for inspection. If lot 4 is selected, the next samples will be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 is selected, the next samples will be selected from lots 9, 10, 11, 12, 13, or 14; and so on.)

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

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

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

(5) The Contracting Officer will notify the Contractor of any change in reliability status. Notification will include details of the statistical determinations and test results used in reliability studies.

**(d) Procedures.** When the Contractor elects to perform testing, the following shall apply:

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

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

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

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

Contractor.

(e) Charges Applicable to Unreliable Test Status. The prime Contractor shall be charged the costs of lot-by-lot inspection during the period that its testing system is considered unreliable. These charges will be processed and approved by the Contracting Officer.

(f) Format for Contractor/subcontractor test report.

Name and Address of Contractor:

Name and Address of Subcontractor: (if applicable)

Received for Testing: (date)

Contract Number:

Sample Tested: (end item or component, indicate by name)

Quantity Tested:

Applicable Specification:

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

Quantity in Lot: (units)

Testing Completed: (date)

Test Report (Report test results for each sample unit tested and the sample average, if required by the specification, and identify results obtained from composite samples.) (Typed name and title of laboratory official and signature)

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

Certification

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

Signature: \_\_\_\_\_

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

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

Certification

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

Signature: \_\_\_\_\_

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

Distribution: (Original and one (1) copy to Government inspector, who will, upon request, forward one (1) copy to DLA Troop Support FTSC.)

**9025 REINSPECTION OF NONCONFORMING SUPPLIES (NOV 2011)**

(a) When origin inspection is performed by the U.S. Department of Agriculture (USDA) or U.S. Department of Commerce (USDC) and supplies are found to be nonconforming at origin, the Contractor may request USDA/USDC reinspection/formal review in accordance with the regulations of the respective agency. In such instances, the next larger available sample size will be used. The decision of the USDA/USDC representative as to conformance or nonconformance shall be final. It will be within the discretion of USDA/USDC whether to assess reinspection costs against the Contractor.

(b) When origin inspection is performed by the USDA or USDC and supplies are found to be nonconforming at destination, the Contractor may petition the Contracting Officer to obtain permission for a single reinspection, provided such petition provides valid technical reasons to believe the destination inspection findings were erroneous. The reinspection shall be performed in accordance with the original destination inspection criteria unless otherwise specified by the Contracting Officer.

(1) Reinspection of nonconforming supplies for grading factors, suspicion of fraud or substitution shall be conducted by the applicable origin inspection agency (USDA for meats and poultry, or USDC for water foods). All costs associated with USDA/USDC reinspection shall be borne by the Contractor; unless the reinspection results

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

establish compliance with contractual requirements, in which case costs shall be borne by the Government.

(2) Reinspection for all other criteria shall be accomplished by the Military Medical/Veterinary Services, as coordinated by the Contracting Officer with the applicable Military Medical/Veterinary Service Headquarters. The Military Medical/Veterinary Service Headquarters will designate the activity assigned to perform the reinspection and advise the Contracting Officer and the designated activity of the reinspection schedule. Reinspection shall be performed by personnel other than those involved in the original destination inspection. Reinspection costs shall be borne by the Contractor when reinspection results substantiate the nonconformance. The Government shall bear the costs of reinspection if the products are determined to be in compliance with contractual requirements.

(c) When inspection by the USDA or USDC is not a contract requirement and supplies are found nonconforming at destination, the Contractor may petition the Contracting Officer one time only to obtain permission for a single reinspection, provided such petition provides valid technical reasons to believe the original inspection findings were erroneous. If the Contracting Officer authorizes a reinspection, the reinspection results shall be final if they differ from the original inspection to such a statistically significant degree that error in the original results is probable. Otherwise, the original inspection results shall prevail. The reinspection/formal review shall be performed in accordance with the original inspection criteria, unless otherwise specified. All costs associated with the reinspection shall be borne by the Contractor; unless the reinspection results establish compliance with the contract requirements, in which case costs shall be assumed by the Government. Reinspection shall not be authorized when original inspection findings show that the supplies are unwholesome or contain a deleterious substance.

(d) The Contractor may elect to petition the Contracting Officer to grant a waiver of those contract requirements for which supplies have been found nonconforming and accept the supplies "as is" with appropriate price consideration. However, if the Contractor intends to exercise any option under (a), (b) or (c) above, the Contractor must do so prior to requesting a waiver. The denial of a waiver by the Contracting Officer will result in final rejection of the nonconforming supplies without recourse to reinspection.

**9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011)**

(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.

**9044 SANITARY CONDITIONS (JUL 2021)**

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Public Health Center (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

for Armed Forces Procurement, (Worldwide Directory) available at:

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

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, Poultry and Egg Inspection Directory,] published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at:

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

The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

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

(iii) Shell eggs may be supplied from establishments listed in the USDA, Agriculture Marketing Service (AMS) interactive resource "Meat, Poultry and Shell Egg Plants", located at:

[https://apps.ams.usda.gov/plantbook/Query\\_Pages/PlantBook\\_Query.asp](https://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp)

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "Meat, Poultry and Egg Product Inspection Directory" published by the USDA FSIS at:

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

All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed in the "U.S. Department of Commerce, Approved Establishments", published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at:

<https://www.fisheries.noaa.gov/resource/document/us-department-commerce-approved-establishments>

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 USDHHS. Locate via the U.S. Food and Drug Administration (FDA) site at:

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

These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade `A' Pasteurized Milk Ordinance" (PMO) published by USDHHS. Locate via the U.S. Food and Drug Administration (FDA) site at:

<https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>

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

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

may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code.

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e. g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as "P" codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" (ICSSL), published by the U.S. Food and Drug Administration, available at:

<https://www.fda.gov/food/federalstate-food-programs/interstate-certified-shellfish-shippers-list>

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

<https://armypubs.army.mil/>

For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>).

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

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

(b) Delivery conveyances.

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

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

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

(1) Shipped in interstate commerce,

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

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

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

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

(1) Retain all or part of the supplies and recover from the Contractor, or deduct from the contract price, a sum the

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

Government determines to be equitable under the circumstances.

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

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

**9046 FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE (NOV 2011)**

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the Contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the Contractor shall notify the Contracting Officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the Contracting Officer that supplies acquired hereunder have been recalled, the Contractor shall either

- (a) accept certificates of destruction from the Government after the supplies have been properly disposed of,
- (b) request return of the supplies, or
- (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the Contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the contiguous United States shall be paid by the Contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

**E-14. INSPECTION AND ACCEPTANCE BY THE GOVERNMENT**

(a) The following is applicable to this acquisition:

Inspection at: ( ) Contractor's Plant, (X) Destination, AND

Acceptance at: ( ) Contractor's Plant, (X) Destination, upon execution of Receiving Report in iRAPT by the authorized government representative.

(b) Resultant awards or contract will contain the name and address of the office responsible for performance of inspection.

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

Plant: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**E-15. ADDENDA APPLICABLE TO COMMERCIAL ITEM DESCRIPTION A-A-20332 AND PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS A-A-20332****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: 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. GQAR requests for laboratory testing of 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 <https://armypubs.army.mil/ProductMaps/PubForm/DAForm.aspx>

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

4. 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.”

**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, and turbidity requirements, procedures, and testing shall be in accordance with A-A-20332, as amended by this solicitation/contract.”

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

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

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

1. The sample size for performing the product examination shall be determined in accordance with United States Department of Agriculture, Marketing and Regulatory Programs, Agricultural Marketing Service, Specialty Crops Program, Specialty Crops Inspection Division, AIM Inspection Series, 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:  
<https://www.ams.usda.gov/sites/default/files/media/SamplingManual.pdf>

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

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

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

a. Major “103 Does not pass the 10-foot drop test.” The drop test requirement shall be verified by contractor's Certificate of Conformance (CoC). At the start of a new contract or should the contractor at any time produce the product using different primary packaging design, materials composition, supplier, etc., using the first resulting production lot, verify the compliance of the CoC by the following method: Drop test Certificate of Conformance Method of Verification: The filled and sealed pouches shall be examined as follows: The lot size shall be expressed in pouches. The sample unit shall be one filled and sealed pouch. The inspection level shall be S-3. Each filled and sealed sample pouch shall be dropped onto a non-abrasive, non-resilient surface from a height of 10 feet. Each sample pouch shall be dropped two times. Any leaking pouch will be cause for rejection of the Certificate of Conformance.

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

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

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

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

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

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

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

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

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

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

202 Net volume less than required.

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

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

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

**E-16 ATTACHMENTS:**

ATTACHMENT 1 - WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL, EXTENSION TEMPLATE

ATTACHMENT 2 - SUBSTITUTION REQUEST TEMPLATE

ATTACHMENT 3 - MICRO TEST RESULTS QUESTIONNAIRE

**Attachment 1 - REWORK, WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL, EXTENSION TEMPLATE**

USE COMPANY LETTERHEAD FOR REQUEST

DATE

Subject: (state type of request) request for (include the name of the product and lot number)

(If requesting a waiver and a rework, submit requests separately)

01 Type of Request: Waiver  Notification  Re-inspection  Rework

02 Nature of Request:

03 Approval Required from DLA: Yes  No

04 Contractor Name/Address:

05 Contract Number:

06 Product Name:

07 National Stock Number:

08 Batch Number (s) (If Applicable):

09 Sublot (s) (If Applicable):

10 Lot Number (s):

11 Process Category (ex. Work-in-progress/End Item):

12.a Quantities: Pouches \_\_\_\_\_ Pouches/Case \_\_\_\_\_ Cases \_\_\_\_\_ Cases/Pallet \_\_\_\_\_ Pallets \_\_\_\_\_

12.b Pouch integrity waivers/reworks: Manufacturing lines & equipment: Fill & seal machine(s) \_\_\_\_\_ Fill & seal line(s)

**CONTINUED ON NEXT PAGE**

**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

12.c Other waivers/reworks: Provide specific details regarding the manufacturing lines when the issue is being attributed to a particular line, batch, time period, etc.

13 PCR/CID/QAP Number (Spec):

14 Sample Size; Defect; Accept/Reject:

15 Defect Classification: Critical  Major  Minor  NA

16 Inspection Failure (Summary of non-conformances):

17 Failure Identified: Processing  Packaging  End Item

18 Inspector: In-plant  USDA

19 Date of Incident:

20.a. Attachments (Provide in-house and USDA worksheets):

20.b. Attachments (Provide in process worksheets):

21 Root Cause of nonconformance or deviation (Describe using a short detailed paragraph or expand as necessary): Note: The citation of the number of nonconformances exceeding an end-item inspections acceptance number is not the identification of the root cause(s) of a nonconformance.

22 Corrective Action (Describe using a short detailed paragraph or expand as necessary):

23 Preventive Action (Describe using a short detailed paragraph or expand as necessary): Note: (Within the 30 day time limit to submit a rework, identify in your request if preventive actions were deemed necessary, and if so what preventive actions have been implemented)

24 Occurrence (Has this occurred before/when):

25 Was this lot previously reworked? If so, was it a full or partial rework?

26 Estimated Cost: 27 Effect on Delivery: 28 Justification for request:

Thank you,

Point of Contact Info with phone number and email address

**Attachment 2 - SUBSTITUTION REQUEST TEMPLATE**

USE COMPANY LETTERHEAD FOR REQUEST DATE

Subject: Substitution request for (insert component name)

01 New Substitution Request:  Extension On Previous Request:  (Provide a copy of original approval letter)

02 Ration Type (MRE, FSR, MCW, etc.):

03 Component for Which Substitution Is Required:

04 Provide Detailed Information to Justify the Request (Sufficient to support an Engineering Support Case):

05 Substitution Quantity Required:

06 Time Period for Substitution:

07 Which Menu Number(s) Will the Substitution Be Used In?

08 Number of Affected Menus:

09 Number of Affected Cases:

10 Proposed Substitution(s):

Note 1: Provide nutritional information (preferably a copy of the Nutrition Facts label from the package) for the component that the substitution is required for as well as any proposed substitution. At a minimum, calories, fat, protein, carbohydrates and sodium information is required)

Thank you,

Point of Contact Info with phone number and email address

**Attachment 3 - MICRO TEST RESULTS QUESTIONNAIRE**

**PART A - Recommended Actions Following NOTIFICATION OF ANY LABORATORY MICROBIOLOGICAL TEST RESULT OTHER THAN A CONFORMING MICROBIOLOGICAL TEST RESULT**

1. Don't Panic! Now is the time to review your operations and gather data. The following actions are recommended when nonconforming Microbiological test results are detected or a presumptive positive alert for Salmonella or Escherichia coli (E. coli) has been issued by the USDA National Science Laboratory performing the test.

**CONTINUED ON NEXT PAGE**

**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

2. Identify, segregate, and place suspect lot on medical hold.
  3. Identify all ingredients used in suspect lot by manufacturer and lot number.
  4. Identify all other products/lots with ingredients in common to the suspect lot. If other products/lots were produced with any of the same ingredients (manufacturer and lot number) as the suspect lot, locate, segregate, and place those lots on medical hold.
  5. Do not produce any further products/lots with the same ingredients (manufacturer and lot number) as the suspected lot, place these ingredients on medical hold.
  6. If currently producing with the same ingredients (manufacturer and lot number) as the suspected lot, ensure the product is identified, segregated, and placed on medical hold.
- Steps 2-6 are to ensure that suspect product and/or common ingredients from suspected lot do not enter the supply chain. Recommend a spreadsheet be developed listing end products by lots against ingredients by lots.
7. Identify all lots produced after the suspect lot for which the same equipment was used in blending, processing, and/or packaging.
  8. Identify when involved equipment was wet washed and sanitized prior to and after the production of the suspect lot.
  9. Review all production, maintenance, sanitation, and QA records for the day before and the day of suspect lot production.
  10. Review visitor logs for the day before and day of production.
  11. Review employee records for the day before and the day of production.
  12. Review facility environmental conditions (e.g., temporary standing water due to heavy rains; broken windows or doors; storage areas, etc.) for the day before and day of production.
- Steps 7-12 are to determine if something happened the day of production or the day prior that may have lead to contamination of the product or its ingredients.
13. Consider conducting a full sanitation cycle (for example, wet wash and sanitize equipment/line) on the line the suspect lot was produced on. Also consider a full sanitation cycle on any other line that common ingredients (manufacturer and lot number) to the suspect lot were used in.
  14. Determine relationships between the suspect lot all other products with respect to: a) equipment/environment; b) personnel; and c) ingredients.
  15. Review collected data for completeness and await results of confirmation testing; you are now prepared should the presumptive be confirmed as an actual positive. In your review if you identify a probable/possible source of contamination you should take immediate corrective action and notify the government.
  16. The government may require additional inspection/review prior to certification of products offered during the interim period between notification of presumptive positive and the results of the confirmation test. To include, but not limited, to certification/verification that the offered lot has no relationship (equipment/environment; personnel; ingredients) to the presumptive lot.
  17. Review the collected data from recent environmental sampling to help identify a probable/possible source of contamination.
- PART B** - Required Actions Following NOTIFICATION OF CONFIRMED POSITIVE Laboratory Analysis for Salmonella, Listeria monocytogenes and Escherichia coli (E. coli) bacteria strains such as E. coli O157:H7, which can produce a Shiga-like toxin.
18. Panic! -- only if you have not followed the Part A recommended immediate actions when notified of the presumptive positive.
  19. Develop a detailed report with the above gathered information. It is the responsibility of the contractor to provide the government a detailed report indicating the probable/possible source of contamination, relationships between the suspect lot and all other government products, and a corrective action plan to prevent recurrence.
  20. Once the government has a full detailed report from the contractor the government will determine what further action (s) is/are required to ensure offered products meet government requirements.
  21. Further actions may include, but are not limited to, increased auditing by the U.S. Army Public Health Center, additional product testing, tightened inspection requirements that could include increased sample sizes and modified testing procedures, additional testing of other lots/products, testing of raw ingredients, performing additional environmental sampling in production areas associated with the microbiological failure, submission of manufacturers certificates, or condemnation.

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**SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

22. Any product lot found nonconforming due to microbiological testing will NOT be accepted by the government under any condition. Retesting or reworking confirmed positive lots is not authorized.

**52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR**

**52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR**

**SECTION F - DELIVERIES OR PERFORMANCE****DELIVERIES OR PERFORMANCE****52.211-9020 Time of Delivery - Accelerated Delivery (JUN 2008) DLAD**

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

**52.211-9051 Time of Delivery (NOV 2011) DLAD**

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

<u>NSN</u>	<u>QUANTITY</u>	<u>WITHIN NO.DAYS</u>	<u>AFTER DATE OF AWARD</u>
8960-01-587-6603	10,000	60	
8960-01-485-9695	15,000	60	
8960-01-124-4543	200,000	60	

Subsequent deliveries must be delivered within 60 days.

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

Offeror's proposed delivery schedule:

**CONTINUED ON NEXT PAGE**

**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

NSN QUANTITY WITHIN NO. DAYS  
AFTER DATE OF AWARD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:****52.247-9029 SHIPPING INSTRUCTIONS (NOV 2011) DLAD****52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

5 Percent increase [Contracting Officer insert percentage]

5 Percent decrease [Contracting Officer insert percentage]

This increase or decrease shall apply to **all line items**.\*

(End of clause)

**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR****52.242-15 STOP-WORK ORDER (AUG 1989) FAR****52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR**

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

(i) Type of container: Wood Box [ ] Fiber Box [ ], Barrel [ ], Reel [ ], Drum [ ], Other (Specify) ;

(ii) Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify) ;

(iii) Size of container: " (Length), x " (Width), x " (Height) = Cubic Ft;

(iv) Number of items per container each;

(v) Gross weight of container and contents Lbs;

(vi) Palletized/skidded [ ] Yes [ ] No;

(vii) Number of containers per pallet/skid ;

(viii) Weight of empty pallet bottom/skid and sides Lbs;

(ix) Size of pallet/skid and contents Lbs Cube ;

(x) Number of containers or pallets/skids per railcar \*

(A) Size of railcar

(B) Type of railcar

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

(A) Size of trailer Ft

(B) Type of trailer

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

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

(i) Rate used in evaluation ;

(ii) Tender/Tariff ;

(iii) Item .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

**SECTION G - CONTRACT ADMINISTRATION DATA****G-1 Contract Administration**

Contract administration will be performed by DLA Troop Support, Individual Rations Division - FTRC.

**G-2 Correspondence**

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

**G-3 Invoices**

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

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**SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)**

information regarding invoicing for payment.

**G-4 Wide Area Workflow e-Business Suite**

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

Other websites for DFAS E-invoice payment information:

[http://www.defenselink.mil/dfas/money/vendor/Cust\\_Phone\\_Numbers.htm](http://www.defenselink.mil/dfas/money/vendor/Cust_Phone_Numbers.htm)

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****SPECIAL CONTRACT REQUIREMENTS****H-1 Food Defense**

The DLA Troop Support Subsistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, 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 aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take all necessary 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 Food Security Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. An electronic copy of the DLA Food Security Checklist is available at [https://www.troopsupport.dla.mil/subs/fs\\_check.pdf](https://www.troopsupport.dla.mil/subs/fs_check.pdf). NOTE: The offeror's Force Protection proposal shall be part of any contract awarded. The contractor's Food Security Plan may be audited by the AVI or the DLA Troop Support Quality Audit Team. Failure to comply with the provisions of the Plan will considered a deficiency(s), and the contractor will be required to take corrective action. Failure to take corrective action or repetitive or recurring deficiencies will be considered a failure by the contractor to comply with the terms and conditions of the contract.

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**SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)****H-2 Production Standard Replenishment for Food Items**

Acceptable PDMs will be used as production standards. The approval of any PDM will not constitute waiver of the requirement that all delivered product must meet all other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements. Every 12 months or as needed, the Government Quality Assurance Representative (GQAR) will replenish the Government's supply of PDMs at origin with 70 samples randomly selected from a lot accepted by the Government for all contractual requirements. Every 12 months, the GQAR will randomly select 32 replenishment samples for Natick from a lot accepted by the Government for all contractual requirements. Contractor will be responsible for shipment to Natick.

**52.204-9001 Electronic Order Transmission (NOV 2011) DLAD**

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

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

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

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

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

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

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

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

DLA Troop Support

Attention: J6P

Information Operations

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5092

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**SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)**

Phone: 215-737-2130

**52.211-9046 Food and Drug Administration (FDA) Compliance (NOV 2011) DLAD****FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE - DLA TROOP SUPPORT MEDICAL AND SUBSISTENCE  
(NOV 2011)**

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the Contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the Contractor shall notify the Contracting Officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the Contracting Officer that supplies acquired hereunder have been recalled, the Contractor shall either (a) accept certificates of destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the Contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the contiguous United States shall be paid by the Contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

**52.246-9044 Sanitary Conditions (APR 2014 ) DLAD****(a) Food establishments.**

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

**CONTINUED ON NEXT PAGE**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)**

Contracting Officer when sanitary approval is regained and listing is reinstated.

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

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

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

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

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

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

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

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRD3651022> ) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing

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**SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)**

products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e.g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as "P" codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" (ICSSL), published by the USDHHS, FDA at <http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: [http://www.apd.army.mil/pdffiles/r40\\_657.pdf](http://www.apd.army.mil/pdffiles/r40_657.pdf) ) For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>).

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

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

(b) Delivery conveyances.

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

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

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

(1) Shipped in interstate commerce,

**SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)**

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

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

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

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

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

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

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

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

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

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

**SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)****SECTION I - CONTRACT CLAUSES****CONTRACT CLAUSES****NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:****252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (NOV 2016) DFARS****252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS**

- (a) *Definitions.* As used in this provision -- “Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.
- (b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.
- (c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii)) --
- (1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.
  - (2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of --
    - (A) Why a particular security requirement is not applicable; or
    - (B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.
  - (ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

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**SECTION I - CONTRACT CLAUSES (CONTINUED)****52.210-01 MARKET RESEARCH (APR 2011) FAR****252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS**

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dema.mil/20/guidebook\\_process.htm](http://guidebook.dema.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (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:

Facility:

Military or Federal Specification or Standard:

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

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

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

**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 , 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 contract maximum;

(2) Any order for a combination of items in excess of contract maximum; 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 stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**252.216-7006 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 contract award date through contract expiration date.

**52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015), ALT I (MAR 2015) FAR**

\*\*\*\*\*

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

performance as indicated below:

Document Title: Document may be obtained from: Applies performance to in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

**52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR****52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR****52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016) DLAD**

\*\*\*\*

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

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

**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)

**252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015) DFARS**

**52.202-1 DEFINITIONS (JUN 2020) FAR**

**52.203-3 GRATUITIES (APR 1984) FAR**

**52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR**

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) FAR**

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020), ALT I (OCT 1995) FAR**

**52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020) FAR**

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

**52.203-8 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 (JUN 2020) FAR**

**52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020) FAR**

**52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) FAR**

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) FAR**

**52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) 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**

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR**

**52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR**

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

**52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) FAR**

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) FAR**

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

*Covered article* means any hardware, software, or service that --

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

*Covered entity* means --

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from --

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(c) *Reporting requirement.* (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

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

**252.204-7004 LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019) DFARS**

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

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) DFARS**

**252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) DFARS**

**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS**

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) FAR**

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) DFARS**

**52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR**

**52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 2020) FAR**

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

**52.215-14 INTEGRITY OF UNIT PRICES (JUN 2020) 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;

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

- (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)

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) FAR****252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (DEC 2019) DFARS****52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-00019) (JUL 2020) FAR**

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in --

- (1) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (2) Mexico, and the anticipated value of the acquisition is \$83,099 or more; or
- (3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$182,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR****52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR****52.222-26 EQUAL OPPORTUNITY (SEP 2016), ALT I (FEB 1999) FAR**

Notice: The following terms of this clause are waived for this contract: [ Subparagraph (c)(2), (c)(3), (c)(4), (c)(5)(ii), (c)(6), (c)(8), and the phrase "on-site compliance evaluations and" in (c)(9). ]

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) FAR**

**52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) FAR**

**52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) FAR**

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

**52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020) FAR**

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

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) FAR**

**52.223-20 AEROSOLS (JUN 2016) FAR**

**52.223-21 FOAMS (JUN 2016) FAR**

**252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) DFARS**

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

**252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (DEC 2017) DFARS**

**252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2017), ALT I (DEC 2017) DFARS**

**252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017) DFARS**

**252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017) DFARS**

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

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

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

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

- Australia
- Austria
- Belgium
- Canada
- Czech Republic
- Denmark
- Egypt
- Estonia
- Finland
- France
- Germany
- Greece

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

Israel  
Italy  
Japan  
Latvia  
Luxembourg  
Netherlands  
Norway  
Poland  
Portugal  
Slovenia  
Spain  
Sweden  
Switzerland  
Turkey  
United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent” --

- (i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);
- (ii) Does not include equipment such as heating, cooling, or lighting.

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

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

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

- (1) Food.
- (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.
- (3)(i) Tents and structural components of tents;
  - (ii) Tarpaulins; or
  - (iii) Covers.
- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply --

- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool --
  - (i) Is not more than 10 percent of the total price of the end product; and
  - (ii) Does not exceed the simplified acquisition threshold in FAR Part 2;
- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
- (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

with paragraph (d) of this clause;

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

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

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

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

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

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

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

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

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

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

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

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

(End of clause)

**252.225-7036 BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (DEVIATION 2020-O0019) (JUL 2020) DFARS**

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

“Bahrainian end product” means an article that --

(i) Is wholly the growth, product, or manufacture of Bahrain; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

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

(i) Means any item of supply (including construction material) that is --

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Domestic end product” means --

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if --

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that ---

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Foreign end product” means an end product other than a domestic end product.

“Free Trade Agreement country” means Australia, Bahrain, Chile, Colombia, Costa

Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore;

“Free Trade Agreement country end product” means an article that --

- (i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Moroccan end product” means an article that --

- (i) Is wholly the growth, product, or manufacture of Morocco; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Morocco into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Panamanian end product” means an article that --

- (i) Is wholly the growth, product, or manufacture of Panama; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Panama into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Peruvian end product” means an article that --

- (i) Is wholly the growth, product, or manufacture of Peru; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Peru into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

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

Australia  
Austria  
Belgium  
Canada  
Czech Republic  
Denmark  
Egypt  
Estonia  
Finland  
France  
Germany  
Greece  
Israel  
Italy  
Japan

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

Latvia  
Luxembourg  
Netherlands  
Norway  
Poland  
Portugal  
Slovenia  
Spain  
Sweden  
Switzerland  
Turkey

United Kingdom of Great Britain and Northern Ireland.

“Qualifying country component” means a component mined, produced, or manufactured in a qualifying country.

“Qualifying country end product” means ---

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if --
  - (A) The cost of the following types of components exceeds 50 percent of the cost of all its components:
    - (1) Components mined, produced, or manufactured in a qualifying country.
    - (2) Components mined, produced, or manufactured in the United States.
    - (3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
  - (B) The end product is a COTS item.

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

- (b) Unless otherwise specified, this clause applies to all items in the Schedule.
- (c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country end products, Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products, or other foreign end products in the Buy American --Free Trade Agreements --Balance of Payments Program Certificate --Basic provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Free Trade Agreement country end product other than a Bahrainian end product, a Moroccan end product, a Panamanian end product, or a Peruvian end product, the Contractor shall deliver a qualifying country end product, a Free Trade Agreement country end product other than a Bahrainian end product, a Moroccan end product, a Panamanian end product, or a Peruvian end product, or, at the Contractor's option, a domestic end product.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

**252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2018) DFARS**

**252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (OCT 2020) DFARS**

**52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (JUN 2020) FAR**

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

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

**252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS**

**52.232-1 PAYMENTS (APR 1984) FAR**

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**SECTION I - CONTRACT CLAUSES (CONTINUED)****52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR****52.232-11 EXTRAS (APR 1984) FAR****52.232-17 INTEREST (MAY 2014) FAR****52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR****52.232-25 PROMPT PAYMENT (JAN 2017) FAR****52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR****52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR****252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS****252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS**(a) *Definitions.* As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.(c) *WAWF access.* To access WAWF, the Contractor shall-(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:(1) *Document type.* The Contractor shall use the following document type(s).**Combo***(Contracting Officer: Insert applicable document type(s).)**Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)*(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.**Destination/Destination***(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")*(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	SL4701

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

Field Name in WAWF	Data to be entered in WAWF
Issue By DoDAAC	SPE3S1
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.233-1 DISPUTES (MAY 2014) FAR****52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR****52.233-03 PROTEST AFTER AWARD (AUG 1996), ALT I (JUN 1985) FAR****52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR****5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020) DLAD**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(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****52.243-1 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**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(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)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

(End of clause)

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021) FAR****252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020) DFARS****52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR**

(a) Definitions. As used in this clause.

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

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for **6 months after delivery** [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].

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

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

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within **6 months after final contract delivery** [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"].

(2) Within a reasonable time after the notice, the Contracting Officer may either.

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer.

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor.

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

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

(End of clause)

**SECTION I - CONTRACT CLAUSES (CONTINUED)****252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS****252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) DFARS****252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018) DFARS****52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR****52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR****252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012) DFARS****52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

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

FAR: <https://www.acquisition.gov/?q=browsefar>DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of clause)

**52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR****252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION (DEC 2019) DFARS**

(a) *Definitions.* As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause [252.204-7018](#), Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) *Representation.* The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

**252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) DFARS****252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS****252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES – REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)**

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) *Representation.* By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

**52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020) FAR**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

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

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

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

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

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

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

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

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

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

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

(d) *Representations.* The Offeror represents that --

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

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

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

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

(i) For covered equipment --

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

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

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

(ii) For covered services --

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

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

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment --

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services --

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) FAR****52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020) FAR**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) *Representation.* The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR****SECTION J - LIST OF ATTACHMENTS**

Header
C1

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS****REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS****252.203-7994 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN**

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)****INTERNAL CONFIDENTIALITY AGREEMENTS --REPRESENTATION (NOV 2016) DFARS****252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021) DFARS**

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

- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- (i)  Paragraph (e) applies.
- (ii)  Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

- (i) [252.209-7003](#), Reserve Officer Training Corps and Military Recruiting on Campus --Representation. Applies to all solicitations with institutions of higher education.
- (ii) [252.216-7008](#), Economic Price Adjustment --Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) [252.222-7007](#), Representation Regarding Combating Trafficking in Persons, as prescribed in [222.1771](#). Applies to solicitations with a value expected to exceed the simplified acquisition threshold.
- (iv) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) [252.225-7049](#), Prohibition on Acquisition of Certain Foreign Commercial Satellite Services --Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (vi) [252.225-7050](#), Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vii) [252.229-7012](#), Tax Exemptions (Italy) --Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (viii) [252.229-7013](#), Tax Exemptions (Spain) --Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (ix) [252.247-7022](#), Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

*[Contracting Officer check as appropriate.]*

- (i) [252.209-7002](#), Disclosure of Ownership or Control by a Foreign Government.
- (ii) [252.225-7000](#), Buy American --Balance of Payments Program Certificate.
- (iii) [252.225-7020](#), Trade Agreements Certificate.
- Use with Alternate I.
- (iv) [252.225-7031](#), Secondary Arab Boycott of Israel.
- (v) [252.225-7035](#), Buy American --Free Trade Agreements --Balance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.
- (vi) [252.226-7002](#), Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

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

**52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR**

As prescribed in [7.203](#), insert the following provision:

- (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)

**52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) 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 (FAPIS) 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:

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

- (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)

**252.209-7003 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS—REPRESENTATION (MAR 2012) 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**

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) 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; or
- (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)

**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.

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

(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 (AUG 2018) FAR**

As prescribed in 25.1101(f), insert the following solicitation provision:

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

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

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

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

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

(End of provision)

**252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014) DFARS**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Basic clause of this solicitation.

(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the offeror certifies that --

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**Line Item NumberCountry of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item NumberCountry of Origin (If known)

(End of provision)

**252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014), ALT I (NOV 2014) DFARS**

As prescribed in [225.1101](#)(1) and (1)(ii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products":

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Alternate I clause of this solicitation.

(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

- (1) For all line items subject to the Buy American and Balance of Payments Program --Alternate I clause of this solicitation, the offeror certifies that --
  - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
  - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

Line Item NumberCountry of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item NumberCountry of Origin (If known)

(End of provision)

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****INSTRUCTIONS, CONDITIONS and NOTICES to OFFERORS****L-1 Solicitation Clauses and Provisions****NOTICE: THE FOLLOWING PROVISIONS AND/OR CLAUSES PERTINENT TO THIS SOLICITATION**

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)****ARE HEREBY INCORPORATED BY REFERENCE:****52.233-9000 - Agency Protests (NOV 2011) DLAD****52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014) FAR**

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

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697- 2667/2179, Facsimile (215) 697-1462.

(End of provision)

**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)

**L-2 Submission Of Offers**

DLA Troop Support is utilizing Lowest Price Technically Acceptable (LPTA) source selection award procedures for this acquisition. The Government will make an award to the offeror with the proposal that represents the best value to the Government. Offerors must submit a Completed Solicitation in accordance with paragraph L-3; Technical Proposal in accordance with paragraph L-4; Business (Price) Proposal in accordance with paragraph L-5; and Additional Submission Requirements in accordance with paragraph L-6. 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 paragraphs L-3 through L-6 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

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

all the requirements of the solicitation. Failure to furnish all 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.

**52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD**

(a) Companies protesting this procurement may file a protest

(1) With the Contracting Officer,

(2) With the Government Accountability Office (GAO), or

(3) Pursuant to Executive Order Number 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

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

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

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

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

Item Number - 3 NSNs Submitted

Number of Units Required - 106 of each NSN

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

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

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

It is preferred that the materials used to manufacture the PDM(s) be in accordance with any specifications defined

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

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

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

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

**L-3 E-Mail Transmission Of Proposal Revisions**

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

E-mail transmissions shall meet the requirement found at FAR 15.208(b)(1):

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

**L-4 Technical Proposals**

(a) The Technical Proposal Factor is:

1.0 Product Quality Product Demonstration Models (PDM's)

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

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

1. Product Demonstration Models (PDM's) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDM's will become the property of the Government and will

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

not be returned to the offeror. Failure to submit PDM's may result in rejection of an offer.

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

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

7. PDMs shall be submitted as follows:

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

80 units should be sent to:

U.S. Army Combat Capabilities Development Command - Soldier Center  
DEPARTMENT OF THE ARMY

Natick Soldier Center  
15 Kansas Street  
RDNS-CFF Bldg 16 Room E107  
Attn: Jill Bates

**CONTINUED ON NEXT PAGE**

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

Natick, MA 01760-2642

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

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

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

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

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

**L-5 Business Proposals**

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

**L-6 Additional Submission Requirements:**

1. **Food Defense Plan:** In accordance with Food Defense requirement identified in Section I-3, the offeror shall submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. An electronic copy of the DLA Food Security Checklist is available at [https://www.troopsupport.dla.mil/subs/fs\\_check.pdf](https://www.troopsupport.dla.mil/subs/fs_check.pdf)

2. **Integrated Pest Program:** Contractors and 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 (see section I-5 for further details):

a. A statement on whether service is in-house or provided by an external provider. If service is in-house, a copy of the employee's current pesticide applicator certificate/license shall also be submitted. 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.

b. A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices,

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.

c. A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.

d. If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)

**3. Quality Systems Plan:**

Refer to Section E for information on the Quality Systems Plan (QSP).

**4. Subcontracting Plan**

**\*\*NOTE: OFFERORS THAT HOLD ANY ACCEPTABLE PLAN(S) MAY NOT BE REQUIRED TO SUBMIT DOCUMENTS FOR THAT PLAN. THE OFFEROR MUST PROVIDE REFERENCE TO THE CONTRACT THAT THE PLANS WERE FOUND ACCEPTABLE WITH ITS CORRESPONDING DATE. DLA TROOP SUPPORT WILL DECIDE WHETHER OR NOT THE REFERENCED PLANS CAN BE ACCEPTED FOR THIS CONTRACT.**

**L-7 Reverse Auction Pricing**

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

**52.215-9023 Reverse Auction - (OCT 2013) DLAD**

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

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

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

auction. This disclosure is anonymous, meaning that each Offeror's identity will be concealed from other Offerors (although it will be known to the Government; only a generic identifier will be used for each Offeror's proposed pricing, such as "Offeror A" or "lowest-priced Offeror"). By submitting a proposal in response to the solicitation, Offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other Offerors, during the reverse auction.

(e) An Offeror's final auction price at the close of the reverse auction will be considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

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

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

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

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

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

(5) Any Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the Offeror's inability to enter pricing is determined to be without fault on the part of the Offeror and outside the Offeror's control.

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

(7) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

training to Offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

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

**252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS****252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS****52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY USE PROGRAM (APR 2008) FAR**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ X ] DO rated order certified for national defense, emergency preparedness, and energy program 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.]

(End of provision)

**52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR****52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) FAR****52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2017) FAR****52.215-5 FACSIMILE PROPOSALS (OCT 1997) FAR****52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST AND PRICING DATA (OCT 2010) FAR**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

**52.216-1 TYPE OF CONTRACT (APR 1984) FAR**

As prescribed in [16.105](#), complete and insert the following provision

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of provision)

**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) FAR****L06 AGENCY PROTESTS (DEC 2016)****52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR**

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

**FAR:** <https://www.acquisition.gov/?q=browsefar>

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

**DLAD:** <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of provision)

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020) FAR**

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

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

(End of Provision)

**52.233-2 SERVICE OF PROTEST (SEP 2006) FAR**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from . [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****EVALUATION FACTORS for AWARD****M-1 General Information**

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**SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)****A. Overview:**

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

**B. Evaluation Process:**

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

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

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

The technical Evaluation Factors and Subfactors are as follows:

**1.0 Product Demonstration Models (PDMs)****1.0 Product Quality PDMs**

The Government will evaluate the PDMs for compliance with the item descriptions and product specifications and will also evaluate the sensory attributes of the food product to include appearance, odor, flavor and texture using an Acceptable/Unacceptable rating to determine product quality. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

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**SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**

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

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

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

**M-3 PRICING OF PROPOSALS**

The offeror's proposed pricing will be evaluated by reviewing the average unit prices per line item including all three tiers of prices submitted. None of the three tiers will have any more weight than any other when calculating the average. Price evaluation will be based on all items. Pricing will be evaluated for all three-year period. The estimated quantities will be multiplied by the offered unit prices for all three tiers, to estimate the lowest overall aggregate cost to the Government.

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

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

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

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

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

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

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

This average weighted unit price will be multiplied by the estimated annual quantity that may be procured during the contract period to arrive at a total annual evaluated price for each CLIN. If the solicitation provides for separately

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**SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**

priced option periods, average weighted prices will be calculated as described above in (1) for each option period and then added to the base contract period total to determine the total estimated price of that line item for the evaluation.

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

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

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

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

**M-4 ADDITIONAL EVALUATIONS**

Required submissions will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

1. The Foods Defense Plan will be evaluated to determine acceptability.
2. The Integrated Pest Management Plan will be evaluated to determine acceptability.
3. The Quality Systems Plan will be evaluated to determine acceptability.
4. Subcontracting Plan will be evaluated to determine acceptability.

**M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)**