

2. CONTRACT No. 3. SOLICITATION No. SPE3S1-22-R-0005 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 2022 JAN 27 6. REQUISITION/PURCHASE No. 1000136580


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 2022-Feb-28 (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 Darren Gregory DDG0068 B. PHONE/FAX (NO COLLECT CALLS) Phone: 215-737-2609 C. EMAIL ADDRESS Darren.Gregory@dla.mil


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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT  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.

SOLICITATION AND OFFER - FORM SF33**(CONTINUATION SHEET)****A-1**

Note: All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m (See **COVID-19 Notice below for revised location and hours**), Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103, and except on the closing date of this solicitation, in which case delivery must be made by the time set for receipt of offers as stated in Block 9 of the Standard Form 33. Offerors using a commercial carrier service must ensure that the carrier service “hand carries” the package to the Business Opportunities Office (See **COVID-19 Notice below for revised location and hours**) specified above for hand carried offers prior to the scheduled closing time above. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 9 of the Standard Form 33.

Examples of “hand carried” offers include: In-person delivery by Contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail and USPS Certified Mail.

Offerors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secured military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee of the Bid Room. The following are telephone numbers for the Bid Room: (215) 737-8511, (215) 737-9044, (215) 737-7382, (215) 737-0317, or (215) 737-8556 (See **COVID-19 Notice below for revised location and hours**). It is the offeror's responsibility to ensure that the offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time that the solicitation closes to allow for security processing and to secure an escort.

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

COVID-19 NOTICE:

DUE TO COVID-19, THE BID ROOM WILL NOT ACCEPT ANY PROPOSAL SUBMISSIONS AND IN-PERSON DELIVERIES BY A CONTRACTOR ARE NOT AUTHORIZED UNTIL FURTHER NOTICE.

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

IN-PERSON DELIVERIES MAY BE MADE BY COMMERCIAL CARRIER; HOWEVER, OFFERORS ARE CAUTIONED THAT THE ON-BASE MAILROOM ACCEPTING THOSE DELIVERIES IS OPEN ONLY FROM 8:00 AM ET TO 11:00 AM ET MONDAY THROUGH FRIDAY (ASIDE FROM FEDERAL HOLIDAYS). ANY DELIVERIES RECEIVED OUTSIDE OF THOSE HOURS WILL BE REJECTED. IT IS SOLELY THE OFFEROR'S RESPONSIBILITY TO ENSURE ITS PROPOSAL IS RECEIVED BY THE DATE AND TIME SPECIFIED GIVEN THE LIMITATIONS OF DLA TROOP SUPPORT'S RECEIVING OFFICE LISTED IN SECTION L AND BELOW:

ATTN: DARREN GREGORY AND KATHERINE KNECHT

**DLA Troop Support
700 Robbins Avenue
ATT: Business Opportunities Office, Bldg 45-C-167
Philadelphia, PA, 19111**

Facsimile offers are not acceptable forms of transmission of initial proposals or revisions to initial proposals.

E-mail offers are acceptable, and the suggested form of transmission, for submission of initial proposals except for the initial Product Demonstration Models. E-mail offers should be sent to the Contract Specialist, Darren Gregory (Darren.gregory@dla.mil) and the Contracting Officer, Katherine Knecht (Katherine.Knecht@dla.mil). Although e-mail offers are acceptable, all Product Demonstration Models must be delivered to the location identified above and in Section L by the date and time set for receipt of proposals.

Note:

Offerors are advised that DLA Troop Support systems have certain email size and transmission limitations. Proposal submissions must be prepared accordingly. Individual email attachments should not exceed 5MB in size, and no individual email should exceed more than 10 MB per email (multiple email submissions may be necessary). When submitting multiple emails as a submission, label each email with a number (e.g., 1 of 8), accordingly. After transmitting an email submission, offerors should confirm receipt of all emails with the intended recipients.

It is an offeror's responsibility to ensure its entire proposal is received by the date and time specified; emails must be transmitted in sufficient time to ensure and confirm receipt by the Government. Offerors are advised that DLA Troop Support's email system may rely on several different servers and/or security firewalls. As a result, there may be a lag time between the date/time stamp the offeror sends an offer via email and the date/time stamp indicates the offer is received by the authorized email address. For the purposes of establishing the timeliness of a proposal, only the date/time indicated by the authorized email address as having been received will be used. Any offer that is received by the authorized email address with a date/time stamp after the closing date/time of the subject solicitation will be considered late, regardless of the date/time when the email was sent or when initially received by Government servers. Late proposals will not be accepted or considered.

As directed by the Contracting Officer, e-mail may also be used during discussions/negotiations, if discussions/negotiations are held, and for proposal revision(s), including Final Proposal Revision(s). The Contract Specialist, Darren Gregory (Darren.Gregory@dla.mil) and the Contracting Officer, Katherine Knecht (Katherine.knecht@dla.mil) may receive the e- mailed proposal revisions. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, will be designated in that request. Submission of proposals and any revisions are subject to the terms of FAR 52.215-1.

Note: Submission of proposals through the upload capability in DIBBs is prohibited.

Note: The Government reserves the right to evaluate offers and make award(s) without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint.

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

Note: In accordance with L09 Reverse Auction (OCT 2016), the Government may utilize Reverse Auction as a pricing technique under this solicitation.

Note: Included in Section I are the full text versions of the Cyber Incidents clauses, DFARS 252.204-7008, 252.204-7009, and 252.204-7012.

A-2**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). Those not registered in SAM may be considered non-responsible. Upon registration, a CAGE code will be assigned to the registered firm. This code must 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.

FOB Destination terms are applicable to this solicitation.

DLA Troop Support and DEVCOM Soldier Center addresses for PDM submissions can be found in Section L-4.

All materials pertaining to the Technical Proposal, Business (Price) Proposal, and Additional Submission Requirements must be submitted with initial offer.

Offerors may not be required to submit PDMs as a part of their Technical Proposal or submit Additional Submission Requirements. Please refer to Sections L-4, L-6, M-2.A, and M-3 for submission requirements and evaluation criteria for referenced PDMs and Additional Submission Requirements.

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS****B-1 Items to be Supplied****A. Estimated Requirements**

<u>Line</u>	<u>NSN</u>	<u>Item</u>	<u>Estimated Yearly Quantity (EA)</u>
0001	8960-00-000-0170	Water, Drinking, Emergency, Rigid Container, Type II, Size C, Class 2,3, and/or 5	60,000

This estimated quantity is based on forecasts provided by the services. The Government is not obligated to order estimated quantities.

B. Indefinite-Quantity Contract (IQC) Quantities

The IQC minimum and IQC maximum quantities for entire 3 years for the Emergency Drinking Water, Type II (Unit of measure for each component is each (EA)):

<u>Line</u>	<u>Item</u>	<u>Guaranteed Min.</u>	<u>Maximum</u>
0001	WATER, DRINKING, EMERGENCY, RIGID CONTAINER	90,000	360,000

C. Delivery Schedule

Emergency Drinking Water, Type II, is F.O.B. Origin. There are currently 2 locations where this product will be shipped:

- **Tracy, California DDJC - (W62G2T)**
- **Norfolk, Virginia DDNV - (SW3117)**

B-2 General Information

1. The effective period of the contract will be from effective date of award through three years after.
2. The supplies above represent the minimum and estimated quantities to be purchased.
3. Offerors are requested to submit offers for the Three Year Period with Three Ordering Periods (Tier 1, Tier 2,

CONTINUED ON NEXT PAGE

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

Tier 3). Offerors may submit their offered prices in Section L of the solicitation or using their own similar format.

B-3 Pricing

The effective period of the contract for Tier 1 will be from the effective date of award through 365 days. Tier 2 will begin after the 365th day of Tier 1, and will be the same length of 365 days. The same pattern will follow for Tier 3. The performance period of the contract will end on the 365th day of Tier 3.

B-4 Indefinite Quantity Contract

This solicitation will result in an Indefinite-Quantity Contract (IQC), as provided in FAR Clause 52.216-22 Indefinite Quantity (OCT 1995). 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 obligated to order and which is all it is committed to order. The top of the range is the maximum (The IQC maximum quantity) which is the largest quantity the Government may order, and which the contractor agrees to provide if ordered. The Government may order a quantity within that range. Sometimes an estimated quantity is stated also; which may be the same as the minimum or the maximum, or it may be a quantity within the IQC range.

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 must be identical. The approval of any PDM will not constitute a waiver of the requirement that all delivered product must meet all other solicitation/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 offeror/contractor will be responsible for the shipment of PDM samples to Natick, to DLA Troop Support, and to hold samples at the Contractor's site

The contractor is required to retain and possess its own set of approved PDMs and will be responsible for the distribution of approved PDMs to Government entities, when required by the Contracting Officer, throughout contract performance.

Initial PDM

PDMs must be submitted for each line item on which an offeror intends to bid prior to the close of the solicitation, and found to meet the standards referenced in the respective Emergency Drinking Water specification. Individual item specifications can be found in section C-2. **Refer to Sections L and M for PDM submission instructions and evaluation criteria as a part of a proposal.** Offerors must warrant that product submitted under any resultant contract will conform to all packaging, labeling and packing requirements as well as analytical requirements. The Government will not accept product offered under this solicitation or produced for performance under the resultant contract that does not conform to all requirements.

New PDM (may not apply)

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

During contract performance, new items may be introduced for delivery during the next delivery period. PDMs are required for all new items and must be submitted 45 days prior to the start of the delivery period in which the new items will be incorporated into the contract. If approved product technical requirements for new items are not available to meet this requirement, the contractor must submit PDMs within 30 days from the date the requirements document is published. Contractors must certify that the PDM(s) conforms to all specification/ production description characteristics, or must adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Upon approval by DLA Troop Support, the New PDM will become the product standard.

Replacement PDM

Changes in production methodology or packaging, such as implementation of new technology, may result in a product non-comparable to one or more observable characteristics of the production standard.

If the Government determines, on its own or at the suggestion of the contractor, that any change in a product characteristic, other than changes to shape or dimension compatible with performance requirements, results in a product that is no longer comparable to the production standard, the contractor must submit a replacement PDM. If the Government determines, on its own or at the suggestion of the contractor, that any changes to shape or dimension impact on the ability to compare the new product to the production standard in terms of the performance requirements designated for appearance, odor, flavor, and texture, the contractor must submit a replacement PDM. The contractor must submit a replacement PDM if determined necessary by the Government. Contractors must certify that the PDM(s) conforms to all specification/production description characteristics, or must adequately describe any differences the PDM may have from the requirements of the product description or specification(s).

The contractor must bear all expenses incidental to the submission of Replacement PDMs to Natick and their evaluations by Natick.

Upon approval by DLA Troop Support, the Replacement PDM will become the product standard.

Replenishment PDM

Every 12 months, or as otherwise specified by the Contracting Officer, for finished-product components inspected by the Government at origin, the Government Quality Assurance Representative (GQAR) will replenish the Government's supply of PDM's at origin with 70 PDMs randomly selected from a lot inspected and accepted by the Government for all contractual requirements. In addition, the GQAR will randomly select from the lot 32 replenishment PDMs for Natick and 4 replenishment PDMs for DLA Troop Support.

Upon approval by DLA Troop Support, the Replenishment PDM will become the product standard.

Submission Process for New, Replacement, and Replenishment PDMs

20 PDMs of each Brickwater bottle must be submitted as follows:

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

15 PDMs of each Brickwater bottle must be sent to:

DEPARTMENT OF THE ARMY

FCDD-SCD-SCR ATTN: Jill Bates

COMBAT CAPABILITIES DEVCOM SOLDIER CENTER

10 GENERAL GREENE AVENUE

NATICK, MA 01760

5 PDMs of each Brickwater bottle must be sent to:

DLA TROOP SUPPORT

700 ROBBINS AVENUE

ATT: BUSINESS OPPORTUNITIES OFFICE, BLDG 45-C-167

PHILADELPHIA, PA 19111

Note: The end or side of the Case should have a label, or be printed on the Case, with the following information:

Product Demonstration Model Contract Number

Product Identity

Lot#

Company Name and Address

Point of Contact Name and Phone Number

Inside the Case, along with the samples, must be the required paperwork fully identifying the item; the lot number; the contractor; the contract number; the type of PDM (New, Replenishment, or Replacement); the current PDM lot number; USDA certification as applicable; analytical and microbiological test results performed by the contractor; any other information to assist in identifying the product and conducting the evaluation. Analytical and microbiological test results, wherever required, must be submitted with PDMs.

Evaluation Process for New, Replacement, and Replenishment PDMs

A Natick PDM evaluation panel will evaluate New and Replacement PDMs for compliance with product specifications and for compliance with the sensory characteristics designated and defined in the product's technical documents. These sensory characteristics, namely appearance, odor, flavor, and texture (or combination thereof where dictated by the product's technical documents), represents distinct sensory characteristic categories and will

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

be evaluated by category by panelist. Each panelist will assign to each sensory characteristic category a quality rating by using a 9-point quality scale, where 9 is the highest rating and 1 the lowest rating. The mean value of the panelist's ratings for each sensory characteristic category will be determined.

Natick will assign an overall quality scale rating to each New and Replacement PDM that it evaluates. The overall rating will be equal to the mean score of the lowest-rated sensory characteristic category. For each New PDM, an overall quality rating of 6.00 through 9.00 will indicate an acceptable rating and an overall quality rating of 1.00 through 5.99 will indicate an unacceptable rating. For each Replacement PDM, an overall quality rating of 6.00 through 9.00 will indicate an acceptable rating and an overall quality rating of 1.00 through 5.99 will indicate an unacceptable rating. In addition, for a Replacement PDM to be found "acceptable", its overall quality rating will be equal to or higher than the original overall quality scale assigned to the Initial, New, or Replacement PDM representing the item to be replaced. A lower overall quality rating will indicate an unacceptable replacement rating.

Natick will evaluate Replenishment PDMs for appearance, odor, flavor and texture; and the evaluation must determine the Replenishment PDM to be equal to or better than the existing product standard for all characteristics in order to be rated as "Acceptable". The results of Natick's PDM evaluations will be reported to DLA Troop Support as "Acceptable" or "Unacceptable". An "Acceptable" PDM-rating will not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD**SECTION C****DESCRIPTIONS/SPECIFICATIONS****C-1 ITEM DESCRIPTIONS/SPECIFICATION**

A. NSN: 8960-00-000-0170

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

CID A-A-20332, Type II, Size C, Class 2, 3 and/or 5

C-2 PRIME (ACQUISITION) DOCUMENT

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/>

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

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

C-3 DATE OF PACK REQUIREMENTS

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

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

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

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

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

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

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

D. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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

2. Sanitary approval is established by:

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

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

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

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

CFM Operational Ration food components.

4. Requests for inspection and Worldwide Directory listing by USAPHC will be routed through DLA Troop Support-FTR for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTR, in coordination with the Chief, Approved Sources Division, USAPHC.

E. FOOD 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. The "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 and 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 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 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. PER- OR POLYFLUOROALKYL SUBSTANCE PROHIBITION

1. Any food contact substances that are used to assemble and package MRE components that shall not

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

contain per- or polyfluoroalkyl substances.

I. The following applies to 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)**SECTION D - PACKAGING AND MARKING****SECTION D****PACKAGING/PACKING/LABELING/UNITIZATION/MARKING**

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

A. 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-20332, WATER, DRINKING, EMERGENCY.

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

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

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

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

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

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

B. Pallets shall conform to requirements cited in the general requirement section of DLA Troop Support Form 3507 ^{1/,2/}.

1/ Unit load height shall not exceed 44 inches.

2/ Three-stringer construction is acceptable.

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

D-6 CLAUSES**A. 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 boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a

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SECTION D - PACKAGING AND MARKING (CONTINUED)

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)

B. 252.211-7006 RADIO FREQUENCY IDENTIFICATION (FEB 2007) DFARS**252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019) DFARS**

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code™ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its

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SECTION D - PACKAGING AND MARKING (CONTINUED)

content.

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

“Radio frequency identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that --

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(A) Subclass of Class I - Packaged operational rations.

(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV - Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to --

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to --

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall --

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data

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SECTION D - PACKAGING AND MARKING (CONTINUED)

Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.gs1.org/epc-rfid>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE**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 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

.....Rigid plastic containers, preformed pouches, FFS roll-stock, or any other material that contacts 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. Inspection Lots, Emergency Drinking Water

.....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 an inspection grand lot into smaller inspection lots. The sample for contractor and Government end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot.

E-5. Government Verification Inspection.

.....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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

.....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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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, 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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

.....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 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 material's

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 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).

3. Container Integrity Defects: All reworks due to and/or involving the presence of critical container integrity defects noted during the producer's end item inspection of finished product component lots and/or final assembly lots; noted during Government final lot end-item verification inspections; noted during Government or assembler receipt inspections of finished product component lots, **or noted when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly/subassembly operation** must be approved by the applicable contracting officer. All containers exhibiting the same or other container integrity defects must be removed during a container rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected, as applicable, by the GQAR **at the location of the rework** using the next larger sample size in the case of tests and exams not assigned an AQL by a specification's sampling plan (for example, from 200 samples to 315, or, if a second rework, from 315 samples to 500

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samples), and using tightened inspection criteria in the case of tests and exams performed in accordance with a specification's sampling plan citing an AQL. Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection. **NOTE: A contractor may submit a Standard Rework Procedure (SRP) to FTRC for approval and incorporation in the contractor's QSP.**

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

Applicable to combinations of contractor and government end-item and receipt inspection results involving reworks due to exam and or test **rejections not due** to the presence of critical defects or foodborne pathogens. When determining what constitutes a second time rework, consider the first Government lot rejection to be the initial rejection and its subsequent rework to count as the "first rework". Any second lot rejection, by either the contractor or the Government, rejected for the same examination or test that occasioned the "first rework" shall be cause for asking approval of "second rework". When an inspection examines or tests for the presence of a critical defect, refer to preceding sub-part "3.

Container Integrity Defects."

5. Nonconformances Noted During Government Inspection for End Item Compliance: All rework requests submitted for defects noted during Government inspection for end item compliance, including defects noted during Government receipt inspection at assembly, must be approved by the applicable contracting officer. Reworked lots will be inspected or re-inspected, as applicable, by the GQAR at the location of the rework using the next larger sample size in the case of tests and exams not assigned an AQL by a specification's sampling plan (for example, from 200 samples to 315 for a first verification inspection after rework, from 315 samples to 500 samples for a second verification inspection after rework), and using tightened inspection criteria in the case of exams performed in accordance with a specification's sampling plan citing an AQL. Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection. **NOTE: A contractor may submit a Standard Rework Procedure (SRP) to FTRC for approval and incorporation in the contractor's QSP.**

6. Standard Rework Procedure (SRP): For reworks requiring the Government's approval, the contractor may submit a standard rework procedure, for certain defects, under the contractor's documented QSP section: Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTSB, FTSC, and approved by the applicable contracting officer.

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

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

Reinspection criteria to be used in cases of "1. Insect or Rodent Infestation/ Contamination" or "2. Food Safety and Foreign Material" shall be determined on a case by case basis, as USDA-AMS Foreign Material Manual exams and/or other tests or exams may be required before acceptance by the Contracting Officer or before certification by USDA or USDC, provided acceptance is not prohibited by Federal regulations.

Applicable to Section E "Rework of Nonconforming Product Pre or Post Acceptance, item B.4.". After any lot's rejection, whether a contractor rejection or a Government rejection, or rework/screening/corrective action, which occur after the contractor's initial offer of the lot to the Government, if a lot is reinspected for contract quality assurance provisions compliance, it will be both Contractor and Government inspected using the next higher sample size in the case of tests and exams not assigned a sampling plan having an AQL as prescribed by this solicitation/contract (the next higher sample size sequence being 5, 8, 13, 20, 32, 50, 80, 125, 200, 315, 500, 800, 1250). After any lot's failure or rework, if the lot is reinspected for required end-item compliance tests and exams, it will be both Contractor and Government inspected using tightened inspection criteria in the case of tests and exams performed in accordance with sampling plans having specified AQLs as prescribed by this solicitation/contract.

Applicable to Section E "Rework of Nonconforming Product Pre or Post Acceptance, item B.5.". After any lot's failure, or rework/screening/corrective action, or similar exercise, if a lot is reinspected for required end-item compliance tests or exams, it will be both Contractor and Government inspected using the next higher sample size in the case of tests and exams not assigned a sampling with an AQL as prescribed by this solicitation/contract (the next higher sample size sequence being 5, 8, 13, 20, 32, 50, 80, 125, 200, 315, 500, 800, 1250). After any lot's failure or rework, if the lot is reinspected for required end-item compliance tests and exams, it will be both Contractor and Government inspected using

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tightened inspection criteria in the case of tests and exams performed in accordance with sampling plans having specified AQLs as prescribed by this solicitation/contract.

The scope of a reinspection may include up to a total reinspection of a lot for all required tests and exams. When petitioning for a rework approval, the petitioner should be specific in terms of what reinspection tests and exams are necessary to establish by acceptable test and/or exam results, evidence of effective corrective action and lot conformance.

C. Contractor's Quality History:

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

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

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

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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
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 contractor's documented quality management system, whether designed in accordance with ANSI/ISO/ASQ Q9001 or in accordance with an industry standard equivalent, shall be made available, in part or in whole, to the Contracting Officer as requested by the Contracting Officer.

The following Federal Acquisition Regulation clauses are incorporated by reference
52.246-2 Inspection of Supplies - Fixed Price (AUG 1996) FAR
52.246-15 Certificate of Conformance (APR 1984) FAR
52.246-16 Responsibility for Supplies (APR 1984) FAR

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

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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.

(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

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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 HAACP), 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 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.

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(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 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.

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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 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

<https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.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

(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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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. 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(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. Requirements, procedures, and tests for coliforms and heterotrophic plate count.

a. For each lot of product produced and offered to the Government, finished product testing for coliforms and heterotrophic plate count shall be performed in accordance with the requirements, procedures, and tests cited in A-A-20332 (i.e. 7.1.3, 7.1.4, 7.2.3, 7.3, 7.4) and the solicitation/contract:

i. Contractor Sampling Procedures - For an inspection lot consisting of a single lot number represented by a single four digit Julian date of pack, the sample to be forwarded for laboratory testing shall consist of randomly selected containers representing each of the filler-heads used to produce the lot. If the lot was not produced using five or more filler heads, the minimum number of bottles for the sample shall be five and each filler head shall be represented in the sample.

ii. GQAR Sampling Procedures -

(a) For a government inspection lot consisting of a single lot number that was produced using five or fewer than five filler-heads, the GQAR shall include at least one finished product container from each filler-head used to produce the lot when drawing his/her five samples. Filler-head identity shall of each sample shall be included on the request for testing form.

(b) For a government inspection lot consisting of a single lot number that was produced using more than five filler-heads - The GQAR shall create a sample pool consisting of one randomly selected finished product container from each filler-head used to produce the lot. The finished product containers in the sample pool shall be divided, as evenly as possible, into five distinctly identified grouped-samples. The GQAR shall assign an individual identity to each grouped-sample and document what filler-heads are represented within each of the grouped-samples. The five grouped-samples shall be forwarded for laboratory testing. Composition of each grouped-sample shall be included on the request for testing form.

iii. Laboratory Procedures -

(a) Samples consisting of five individual samples: The contents of each container shall be tested individually for Coliforms and heterotrophic plate count. Any test failure shall be cause for rejection of the lot.

(b) Samples consisting of five grouped-samples: The contents of a grouped-sample shall be composited to form one individual sample, resulting in five individual samples. The contents of each individual sample shall be tested individually for Coliforms and heterotrophic plate count. Any positive test result shall be cause for rejection of the lot.

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

shall be cause for rejection of the inspection grand lot.

c. 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>

d. In block 16 of DD Form 1222 or in block 12 of DA Form 7539, as applicable, the GQAR shall list each analytical and microbiological test method to be performed, including the method's source agencies and method numbers, the composition of each test's sample (composite, individual, or grouped-sample), and each test's acceptable analytical or microbiological content requirement.”

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

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

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

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

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

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

1. The sample size for performing the product examination shall be determined in accordance with United States Department of Agriculture, Marketing and Regulatory 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 DLA Troop Support determines that a new PDM is necessary due to changes in product composition, processing methods, packaging methods, etc.”

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

a. On Table I's title line, after “1/”, add “,6/, 7/”.

b. Major “103 Does not pass the 10-foot drop test.” The drop test requirement shall be verified by contractor's Certificate of Conformance (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.

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

- d. Major “106 Not buoyant in fresh water.” Delete Major 106 as a Table I defect category. No “buoyancy” exam is required.
- e. Minor “202 Net volume less than required.” Delete Minor 202 as a Table I defect category. See “Alternate Inspection Methods” below for performance of net volume or net weight exam.
- f. Add “Major 114 Bottle not square or rectangular shape.”
- g. Add “Major 115 Height of the bottle with cap exceeds 6-1/4 inches.”
- h. Add footnote “6/ Any evidence of delamination, degradation, or foreign odor of bottle packaging material shall be cause for rejection of the lot.”
- i. Add footnote “7/ Any evidence that cap does not provide a hermetic seal, does not have a positive locking design that will not loosen by vibration, and is not re-closeable shall be cause for rejection of the lot.”
3. Section E: At end of E-6, A, add “(4) Bottle material certification. A Certificate of Conformance (CoC) shall be provided by the contractor as evidence that the packaging materials are suitably formulated for food packaging.”

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

1. Paragraph E-5,B,(2) Net volume, delete paragraph 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 1 milliliter or 0.1 fluid ounce.”

2. Net volume or net weight examination. A net volume exam or a net weight exam (only one type of exam is required) shall be performed as an exam separate from E-6, A, (3), of PKG&QAP A-A-20332. The filled and sealed bottled water shall be examined as follows utilizing the double sampling plans indicated in ANSI/ASQ Z1.4. The lot size shall be expressed in bottles. The sample unit shall be one filled and sealed bottle. The inspection level shall be S-3 and the acceptance quality limit (AQL), expressed in terms of defects per hundred units, shall be 2.5. Defects, as applicable, are as follows:

Defect

Net volume less than required.

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

Note: The net weight of the filled and sealed bottles shall be determined by weighing each sample on a suitable scale tared with a representative empty sample of finished product packaging materials. Results shall be reported to the nearest 0.1 ounce or 1 gram. Disregard E-5, B, (2) Net volume paragraph, as written in PKG&QAP, and read as “Net volume. The net volume shall be determined by measuring water in a graduated cylinder. Results shall be reported to the nearest 1 milliliter or 0.1 fluid ounce.

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

E-16 ATTACHMENTS:

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

ATTACHMENT 2 - 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)

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)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) _____

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 - 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.

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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.
 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.

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

(b) The permissible variation shall be limited to:

.5 Percent increase

0 Percent decrease

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

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**52.211-9020 TIME OF DELIVERY - ACCELERATED (JUN 2008) DLAD****52.242-15 STOP-WORK ORDER (AUG 1989) FAR****52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR****52.247-29 F.O.B. ORIGIN (FEB 2006) FAR****52.247-59 F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS (APR 1984) FAR****52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991) FAR****52.247-9029 SHIPPING INSTRUCTIONS (NOV 2011) DLAD****52.247-9056 ADDENDUM TO FAR 52.247-29 FREE ON BOARD (F.O.B.) ORIGIN (SEP 2012) DLAD**

The offeror/contractor shall identify the location of origin below.

 Same as Offeror (the Offeror shall fill in the city and state): Other (the Offeror shall fill-in the city and state):_____
City_____
State**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR****52.242-15 STOP-WORK ORDER (AUG 1989) FAR**

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

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

Contract administration will be performed by DLA Troop Support.

G-2 Correspondence

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 at DLA Troop Support.

G-3 Invoices

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**SECTION H****SPECIAL CONTRACT REQUIREMENTS****H-1 Distribution of Production Progress Reports:**

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

H-2 Production Standard Replenishment for Food Items:

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

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

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

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

H-3 Government Furnished Equipment (GFE)

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

SECTION I - CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I-1 Food Defense:**

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

I-2 Integrated Pest Management Plan:

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

I. Scope and Applicability:

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

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

C. SECTION RESERVED

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

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

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

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

II. Integrated Pest Management (IPM) Program Concepts

A. IPM may be defined as "the use of all appropriate technological and management techniques to bring about an

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SECTION I - CONTRACT CLAUSES (CONTINUED)

effective degree of pest prevention and suppression in a costeffective, environmentally sound manner". Accordingly, the goal of IPM is to minimize the adverse environmental impact of pesticides while achieving an acceptable level of control and cost effectiveness. The single most important aspect of IPM in the food processing and storage industry is SANITATION.

B. Basic IPM Program Elements

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

III. IPM Program Required Elements*

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

A. Sanitation, Housekeeping, and Good Manufacturing Practices

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

B. Product/Facility Inspections and Pest Surveillance

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

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

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

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

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

C. Facility Design, Maintenance, and Pest Exclusion

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

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

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

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

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

D. Stock Handling and Warehousing Techniques

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

contract operations.

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

E. Mechanical Control and Trapping Strategies

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

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

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

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

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

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

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

IV. Required Notifications

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

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

C. The GQAR and/or DLA Troop Support-FTS will inform contractors of unfavorable pest situations, as they are determined or observed during daily sanitary inspections or during audits. The contractor is required to submit a corrective and preventive action plan describing what actions are being taken to correct the unfavorable situation. The requirements of the solicitation, contained in section I-2 through I-3 above, will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

52.203-18 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

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

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

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) 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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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.

(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), including in all subcontracts for the acquisition of commercial products or commercial services.

(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

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 (NOV 2021) FAR

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) FAR

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR

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

52.223-20 AEROSOLS (JUN 2016) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)**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****252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (OCT 2020) DFARS****252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS****52.232-1 PAYMENTS (APR 1984) FAR****52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR****52.232-11 EXTRAS (APR 1984) FAR****52.232-25 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 (NOV 2021) 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).*(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.**CONTINUED ON NEXT PAGE**

SECTION I - CONTRACT CLAUSES (CONTINUED)

(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	
Issue By DoDAAC	
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)

52.233-1 DISPUTES (MAY 2014) FAR

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

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

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

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

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020) DFARS

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SECTION I - CONTRACT CLAUSES (CONTINUED)**52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR****252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA -- BASIC (FEB 2019) DFARS**

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"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)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will

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SECTION I - CONTRACT CLAUSES (CONTINUED)

be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall --

- (1) Notify the Contracting Officer of that fact; and
 - (2) Comply with all the terms and conditions of this clause.
- (i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
 - (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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>

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SECTION I - CONTRACT CLAUSES (CONTINUED)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****252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEVIATION 2021-O0006) (JUN 2021) DFARS**

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

"Covered foreign country" means --

- (i) The People's Republic of China;
- (ii) North Korea;
- (iii) The Russian Federation; or
- (iv) Any country that is a state sponsor of terrorism. (10 U.S.C. 2279)

"Foreign entity" means --

- (i) Any branch, partnership, group or sub-group, association, estate, trust, corporation or division of a corporation, or organization organized under the laws of a foreign state if either its principal place of business is outside the United States or its equity securities are primarily traded on one or more foreign exchanges.
- (ii) Notwithstanding paragraph (i) of this definition, any branch, partnership, group or sub-group, association, estate, trust, corporation or division of a corporation, or organization that demonstrates that a majority of the equity interest in such entity is ultimately owned by U.S. nationals is not a foreign entity. (31 CFR 800.212)

"Government of a covered foreign country" includes the state and the government of a covered foreign country, as well as any political subdivision, agency, or instrumentality thereof.

"Launch vehicle" means a fully integrated space launch vehicle. (10 U.S.C. 2279)

"Satellite services" means communications capabilities that utilize an on-orbit satellite for transmitting the signal from one location to another.

"State sponsor of terrorism" means a country determined by the Secretary of State, under section 1754(c)(1)(A)(i) of the Export Control Reform Act of 2018 (Title XVII, Subtitle B, of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232)], to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include: Iran, North Korea, and Syria. (10 U.S.C. 2327)

(b) Limitation. Unless specified in its offer, the Contractor shall not provide satellite services under this contract that --

- (1) Are from a covered foreign country; or
- (2) Except as provided in paragraph (c), use satellites that will be-
 - (i) Designed or manufactured --
 - (A) In a covered foreign country; or
 - (B) By an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country; or
 - (ii) Launched outside the United States using a launch vehicle that is designed or manufactured --
 - (A) In a covered foreign country; or

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(B) Provided by --

(1) The government of a covered foreign country; or

(2) An entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country.

(c) Exception. The limitation in paragraph (b)(2) shall not apply with respect to --

(1) A launch that occurs prior to December 31, 2022; or

(2) A satellite service provider that has a contract or other agreement relating to launch services that, prior to June 10, 2018, was either fully paid for by the satellite service provider or covered by a legally binding commitment of the satellite service provider to pay for such services.

(End of clause)

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 (NOV 2021) 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 covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services --Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services . The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

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

SECTION I - CONTRACT CLAUSES (CONTINUED)

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 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 (NOV 2021) 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.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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**

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS**SECTION K****REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS****252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014) DFARS**

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

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

(ii) 252.225-7000, Buy American --Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7022, Trade Agreements Certificate --Inclusion of Iraqi End Products.

(v) 252.225-7031, Secondary Arab Boycott of Israel.

(vi) 252.225-7035, Buy American --Free Trade Agreements --Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

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

FAR/DFARS Provision #	Title	Date	Change

**** |

52.207-04 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

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

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

OFFEROR RECOMMENDATIONS ITEM

QUANTITY

PRICE QUOTATION

TOTAL

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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR**

(a) Definitions. As used in this provision -- “Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. “Federal contracts and grants with total value greater than \$10,000,000” means --

(1) The total value of all current, active contracts and grants, including all priced options; and
 (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules). “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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:

(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 FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7). (End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009) DFARS**252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW - FISCAL YEAR 2014**

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**APPROPRIATIONS (FEB 2014) DFARS****252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)**

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

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

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

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

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

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

(b) The Offeror represents that-

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

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

(End of provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006) FAR

(a) Definitions. As used in this clause -- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except --

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (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;

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(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)

252.204-7007 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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

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 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)

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

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L06 AGENCY PROTESTS (DEC 2016)**

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

L09 Reverse Auction (OCT 2016)

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

- (1) The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.

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

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

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(s) to the offeror(s) with the proposal that

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

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

Your proposal must be prepared and submitted in separate parts to the following email Darren Gregory (Darren.gregory@dla.mil) and Katherine Knecht (Katherine.Knecht@dla.mil) or to the following address:

ATTN: DARREN GREGORY AND KATHERINE KNECHT

DLA Troop Support

700 Robbins Avenue

ATT: Business Opportunities Office, Bldg 45-C-167

Philadelphia, PA, 19111

Note: Refer to Section A-1 for additional information. If any part is being submitted via email, only one copy of each part should be sent. If physical copies are being delivered to the above address, then the offeror must send the appropriate "# of copies" for each part indicated below.

Part	Title	# of copies
1	Completed Solicitation	1
2	Technical Proposal	3
3	Business (Price) Proposal	3
4	Additional Submission Requirements	3

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**L-3 Completed Solicitation**

Offerors must return all pages of the solicitation with their offer, and fill-in any applicable information requested in the solicitation. Offerors are responsible for carefully reviewing the entire solicitation to ensure they submit all information required by the solicitation.

L-4 Technical Proposals

(a) The Technical Proposal Factors are:

- 1.0 Product Quality Product Demonstration Models (PDM's)
- 2.0 Past Performance

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

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

1. Product Demonstration Models (PDM's) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDM's will become the property of the Government and will not be returned to the offeror. Failure to submit PDM's may result in rejection of an offer.
2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on a production line, which result in rejection of the product. Also, major changes in production methodology or packaging, such as implementation of new technology, may result in production that does not meet the production standard, which would require the submission and evaluation of new PDMs.
3. Characteristics for which the PDM's will be tested or evaluated are: Organoleptic qualities such as taste, color, texture, appearance and overall quality and specification/production descriptions cited in 5 below. PDM samples will be evaluated by Natick and will be rated as "Acceptable" or "Unacceptable". The PDM rating for a specific component item will be no higher than the rating of the lowest-rated characteristic, for example, if any one of the characteristics is rated unacceptable, the overall PDM rating will be no higher than unacceptable, even if certain characteristics are rated acceptable. An unacceptable rating for any one characteristic will result in an unacceptable overall PDM rating.
4. The approval of any PDM for the 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.

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

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.

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 - 1 NSN Submitted

Number of Units Required - 20 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 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

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

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."

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:

0001, Emergency Drinking Water

A total of 20 samples shall be submitted for each NSN for which an offer is being submitted, as stated below:

5 units should be sent to:

ATTN: DARREN GREGORY AND KATHERINE KNECHT

DLA TROOP SUPPORT

POST OFFICE BOX 56667

PHILADELPHIA, PA 19111-6667

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

For performance evaluation (package integrity) and product characteristics (pH, processing, appearance, palatability, etc) 15 samples shall 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
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

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

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.

2.0 Past Performance

Offerors may submit any information they want the Government to consider regarding their performance on this item or similar type item(s) during the past five years, to include Quality and Delivery History. Offerors may describe their experience since that time in providing the same or similar items and quantities as offered. Offerors are requested to submit any information about any unfavorable instances of past performance that occurred in the past five years, and the corrective actions taken to preclude any such recurrences.

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 and must include prices for the contract. There will be no EPA adjustment in the contract.

Offerors may state their prices on the chart given below or submit their prices separately in the same format.

Tier 1: \$ _____

Tier 2: \$ _____

Tier 3: \$ _____

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

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

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

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, 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.)

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

52.216-1 TYPE OF CONTRACT (APR 1984) FAR

As prescribed in [16.105](#), complete and insert the following provision

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

(End of provision)

L06 AGENCY PROTESTS (DEC 2016)

SECTION M - EVALUATION FACTORS FOR AWARD**M-1 Source evaluation and Selection Procedures**

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-2. 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 to become acceptable after date and time set for receipt of initial offers.

2. **Business Evaluation:** The Government will evaluate prices for reasonableness as discussed in FAR Subpart 15.305 and Subpart 15.4.

3. **Selection:** The Government will use lowest price technically acceptable source selection procedures for this acquisition. The final technical and business evaluation reports will be furnished to the Contracting Officer. When offers are determined to be technically acceptable for non-price factors the price evaluation will be conducted, and award will be made based on the overall lowest price to the Government on a per-line-item basis.

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

The Government will use Lowest Price Technically Acceptable source selection procedures in evaluating

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

proposals. The Government will make an award for each line item to the responsible offeror whose proposal offers the lowest evaluated price and is rated as technically acceptable for that line item. An offeror's proposal on any line item must be considered technically acceptable to be considered for award for that line item. To be considered technically acceptable on any line item, the offeror must submit an acceptable PDM for any line item they intend to submit an offer on.

A. Evaluation of Product Demonstration Models (PDMs) - Small Business Set-Aside

Refer to Section L-4 for Technical Proposal/PDM submission procedures.

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

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

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

2. Offerors are required to submit PDMs for each RNC Beverage component item on which they intend to bid. If an offeror already holds a previously acceptable PDM for the line item(s) they intend to submit on offer on, they can reference that PDM in their technical proposal. For referenced PDMs, the offeror must provide; the name of the component, lot number, the date when the PDM was accepted, and contract or solicitation number the PDM was accepted under. Additionally, the offeror must provide the written letter or email notification by DLA Troop Support that notified the offeror of that PDM's acceptance. Referenced PDMs must not be more than 365 calendar days old at close of solicitation (Note: If the solicitation closing date has been extended, then the Referenced PDMs must not be more than 365 days old at the closing of the extended date specified via amendment). Initial, Initial Revised, Revised, Replenishment, Replacement, and New PDM results are all acceptable forms of PDMs that can be referenced as a part of an offeror's Technical Proposal. Periodic Review results of PDMs do not constitute as previously accepted PDMs that can be referenced as a part of the Technical Proposal.

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**B. Past Performance**

The Government will evaluate and rate the past performance of each offeror for the period from the past two years, regarding product quality and timely delivery, and, based on that evaluation, will determine each offeror to be acceptable or unacceptable. The Government will evaluate the offeror's record of past performance as reflected in its performance of previous Government contracts within the identified time period as both suppliers and subcontractors and the contractor's reliability in providing product that conforms to the solicitation requirements.

This assessment will be based on information provided by the offeror in its proposal, information contained in records maintained by the Government, (for example but not limited to PPIRS, FAPIIS, warranty action, destination failures, late deliveries, substitutions, waivers reworks, deviations, retort pouch statistics specifically thermostabilized critical and non-critical and non-thermostabilized performance etc.) and possibly by investigation of the contractor's record of performing commercial contracts. The Government will mainly rely on its own, internal data/records for performance of government contracts. The Government will consider all relevant facts and circumstances, and therefore encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred in the past two years. More recent trends in contractor performance/delivery will be given more weight since they are deemed more indicative of the offeror's future performance. That is (considering only the past two years) more recent aspects of performance - if they seem to be more than isolated instances - may be viewed as more significant than less recent aspects of performance.

For evaluation purposes the Government will also use the following as a guideline to be rating Past Performance:

Rating Description

Acceptable: Based on the offeror's performance record, the Government has reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.

Unacceptable: Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

M-3 PRICING OF PROPOSALS

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

NOTE: Refer to section B-1, paragraph A, for the estimated yearly quantities. This number is being used for evaluation purposes only, and does not obligate the Government to order up to the estimated yearly quantities.

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**M-4 ADDITIONAL EVALUATIONS**

Required submissions will be evaluated for their acceptability. These documents will be reviewed for acceptability, but do not have to be determined acceptable to be eligible for award. However, the potential awardee will be required to make any unacceptable element acceptable.

1. The Foods Defense Plan will be evaluated to determine acceptability.
2. The Integrated Pest Management Plan will be evaluated to determine acceptability.

M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)