

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 62		
2. CONTRACT No.		3. SOLICITATION No. SPE3S1-24-R-0011		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2024 SEP 13		6. REQUISITION/PURCHASE No. 1000184186	
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 Not Applicable until 3:00PM local time 2024-Oct-16	
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.	

10. FOR INFORMATION CALL:	A. NAME Michael Olsakowski DMO0027	B. PHONE/FAX (NO COLLECT CALLS) Phone: 2157377127 FAX:	C. EMAIL ADDRESS Michael.Olsakowski@dla.mil
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OFFER (Must be fully completed by offeror)	
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.	
12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.	

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFER-OR		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: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

Note: All hand carried offers are to be delivered to the Building 6 Subsistence Mailroom- 6B0336 between 8:00 a. m. and 3:00 p. m 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 Subsistence Mailroom 6B0336 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 Building 6 Subsistence Mailroom 6B0336 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 Defense Logistics Agency. 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.

ATTN: MELANIE LEDOUX AND TIENDUNG NGUYEN

DLA Troop Support
700 Robbins Avenue
ATT: Building 6 Subsistence Mail Room - 6B0336
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, Melanie Ledoux (Melanie.Ledoux@dla.mil) and the Contracting Officer, Tiendung Nguyen (Tiendung.nguyen@dla.mil). Although e-mail offers are acceptable, all Product Demonstration Models must be delivered to the location identified above and in

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-24-R-0011	PAGE 3 OF 62 PAGES
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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

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, Melanie Ledoux (Melanie.Ledoux@dla.mil) and the Contracting Officer, Tiendung Nguyen (Tiendung.nguyen@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. 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.

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

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

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

Item description:

4.2 oz flex pouch pg, w/centered spout

CID A-A 20332

Type I, size a, class 1, design c

(B) Delivery Schedule

Indefinite number of delivery orders, delivery to depot. Required Delivery Date is 60 days After Delivery Order (ADO).

(C) IQC Quantities**CONTINUED ON NEXT PAGE**

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

The estimated quantities each tier is as follows:

ITEM/NSN**Estimated Qty.**

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

1,200,000

-The guaranteed minimum, inclusive of all tiers, is 240,000 pouches.

-The guaranteed maximum inclusive of all tiers, is 2,400,000 pouches.

Set-Aside Status
SBSA

NAICS
312422

SB EMPLOYEE #
1,400

B-2 GENERAL INFORMATION

1. The effective period of the contract for the first tier will be from effective date of award through 365 days. The contract contains five, one-year tiers.
2. The supplies in paragraph B-1 (C) above represent the minimum and estimated quantities for each tier to be purchased.
3. Delivery will be F.O.B. Destination, and shall be priced to the following F.O.B. destinations for NSN - 8960-01-587-6603:

There are currently 2 locations where this product will be shipped - DoDAAC:

-Tracy, California DDJC - (W62G2T)

-Susquehanna, Pennsylvania DDSP - (W25G1U)

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

Inspection at Origin by: Army Veterinary Inspection (AIV)

B-3 INDEFINITE QUANTITY CONTRACT:

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

CONTINUED ON NEXT PAGE

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

B-4 TIER PRICING

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

There are no options to exercise, you must submit pricing for all 5 tiers of each item at the time of your offer. Also, this same price is to be considered for shipping to either of the 2 delivery locations.

**1. WATER, DRINKING, EMERGENCY,
NSN: 8960-01-587-6603 (Center Spout)**

Tier 1 unit price \$ _____
Tier 2 unit price \$ _____
Tier 3 unit price \$ _____
Tier 4 unit price \$ _____
Tier 5 unit price \$ _____

B-5 PRODUCT DEMONSTRATION MODELS (PDMs):

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

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

Initial PDM:

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

PID Data - Custom Clause

Insert (copy and paste) text for SECTION B – PID information here

PID Data - Custom Clause

Insert (copy and paste) text for the PID information here

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**SECTION C - SPECIFICATIONS/SOW/SOO/ORD****SECTION C****C-1 SPECIFICATION/DESCRIPTION**

A. NSN: 8960-01-587-6603

WATER, DRINKING, EMERGENCY; 118 ml (4.2 fl oz) flex pg, w/center spout, CID A-A 20332D, Type I, Size A, Class 1, Design c

C-2 PRIME (ACQUISITION) DOCUMENT:

A. Water, Drinking, Emergency

1. Commercial Item Description (CID) A-A-20332D
2. Packaging Requirements and Quality Assurance Provisions (PKG&QAP) A-A-20332C.

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

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

C-3 DATE OF PACK:

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

C-4 MISCELLANEOUS REQUIREMENTS

A. Compliance with Applicable Regulations

1. Emergency Drinking water shall comply with Title 21, Code of Federal Regulations Parts (21 CFR §) 165.110 and 129.35 in addition to all other applicable regulations.
2. The Contractor shall comply with 21 CFR §117 “Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food”, and other applicable regulations. The Contractor shall ensure all sub-contractors comply with all applicable regulations. In addition, the contractor is required to comply with all applicable parts of the Code of Federal Regulations.
3. All products shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, processing, thermoprocessing, packaging, labeling, packing, storage, and distribution of those products and with all applicable provisions of the Federal Food, Drug

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

and Cosmetic Act and regulations promulgated thereunder.

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

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

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

D. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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

2. Sanitary approval is established by:

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

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

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

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

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

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, https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.pdf 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

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

office authorized to review and approve Food Defense Plans. All Food Defense Plans are maintained and secured by FTSB.

F. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS

1. Integrated Pest Management (IPM) Program Requirements for Operational Rations,” of April 2011 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The IPM program shall be in existence prior to contract award. The IPM plan shall be submitted to DLA Troop Support. The associated pesticide labels and MSDS documents are not to be submitted to DLA Troop Support, unless specifically requested by the Contracting Officer. The contractor shall have these documents available for on-site review during a Pest Management Audit, Quality Systems Management Visit (QSMV), or Quality Systems Compliance Audit. Evidence of any insect, rodent or pest infestation discovered in contact with materials or equipment used in the production of or found in an end-item component or assembly lot shall be cause for rejection of the involved lot. DLA Troop Support shall be notified within 24 hours when such pest activity has been found and informed of the corrective actions taken. IPM program requirements are found on the DLA Troop Support website at: https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_ipm-cpaf_171120.pdf

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: https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_csp_151204.pdf

H. The following change applies to Commercial Item Description A-A-20332D, Water, Drinking, Emergency.

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

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

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

J. Order of Precedence for Commercial Item Description (CID) and Packaging Requirements and Quality Assurance Provision (PKG&QAP)

1. Applicable to those individual rations components procured in conjunction with both a Commercial Item Description (CID) and a Packaging Requirements and Quality Assurance Provision (PKG&QAP),

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

the PKG&QAP shall take precedence, unless elsewhere excepted in this solicitation/contract. In the event of conflict between those procedures, requirements, and inspections cited in a PKG&QAP and those cited in its associated CID, those procedures, requirements, and inspections cited in the PKG&QAP shall control.

K. DLA Troop Support Form 3507, Loads, Unit: Preparation of Semi perishable 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."

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (MAR 2023)

SECTION D - PACKAGING AND MARKING

CONTINUED ON NEXT PAGE

SECTION D - PACKAGING AND MARKING (CONTINUED)**SECTION D****PACKLAGING/PACKING/LABELING/UNITIZATION/MARKING**

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

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

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

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

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

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

B. Unit load height shall not exceed 49 inches.^{1/ 2/}

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

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

^{2/} Three-stringer construction is acceptable.

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-

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 this solicitation/contract. When contractor end-item inspection is required, the contractor must inspect for end-item inspection, as a minimum, the same number of samples as inspected by the Government for end-item inspection, except as otherwise permitted by this solicitation/contract.

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

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

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

E-3. Packaging and Packing Materials

..... Packaging 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. Primary packaging/packing 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. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the specifications may be performed by the Government to assure compliance with the specifications. FAR Clause 52.246-15 shall also apply to bond strength tests on retort pouches.

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

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

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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, tests and exams conducted by either the Government's Quality Assurance Representative (GQAR) or Government designated laboratory, shall be withheld, at a minimum, until documentation of the contractor's conforming and completed inspection results are presented to the GQAR. Unless otherwise authorized, in writing, by the contracting officer, neither the GQAR nor the Government laboratory shall perform Government verification inspection until such time as the contractor's lot submittal package, the package including the documented results of all inspections required to performed by the contractor, is provided to the GQAR and the inspection results contained therein indicate conformance to ALL applicable contractual requirements.

..... Submit requests for Contracting Officer authorization using template "REQUEST FOR EARLY GOVERNMENT INSPECTION".

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

..... The Government reserves the right to the reinspection of USDA/USDC inspected supplies, to be performed by a Marketing Specialist, when the Government has reason to believe there are irregularities in product quality due (a) to a decrease in product quality noted during Government product reviews, (b) validated customer complaints determined to have a serious effect on the quality of the product; or (c) when it is determined by the Contracting Officer that the contractor/subcontractor fails to address corrective action requests (CARs) or to take effective corrective and preventive action (CPA) to correct deficiencies noted by the inspection agencies (after GQAR's CAR has been validated by DLA Troop Support-FTSB). As an alternative to reinspection, the Contracting Officer may require that a Marketing Specialist perform that part of origin inspection measuring product quality conformance affected by the preceding reasons to request reinspection related to irregularities in product quality.

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, except where otherwise modified by this solicitation/contract. Regardless of the Government agency designated cognizance for the support of the Government's quality assurance requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

E-7. Switching Procedures for Tests with Special Inspection Levels.

.....In the case of a product that is tested in accordance with an inspection sampling plan that cites a Special Inspection Level (ex. S-1, S-2, S-3), but does not include an Acceptance Quality Limit, the following rules apply for inspection involving major and minor defect categories:

.....Initiation of Inspection. Normal severity inspection will be used at the start of inspection unless otherwise directed by the responsible authority. Unless otherwise amended by this solicitation/contract, the normal severity sampling plan is that sampling plan cited in a product's technical requirements document (e.g., PCR, PKG&QAP) for the test of concern.

.....Continuation of Inspection. Normal severity or tightened severity sampling for inspection shall continue unchanged on successive lots except where the switching procedures given below require change.

.....Normal Severity to Tightened Severity. When normal inspection is in effect, tightened severity inspection shall be instituted when 2 out of 5 consecutive lots or batches have been determined non-acceptable on original Government inspection (i.e., ignoring resubmitted lots or batches for this procedure). A tightened severity sampling plan for a product requires that, while the acceptance and rejection numbers remain the same as for normal severity of inspection, the next higher sample size above that required for normal severity inspection is to be used. To determine the next higher sample

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size to be used for tightened severity inspection sampling, locate the normal severity inspection sample size in the sequence 5, 8, 13, 20, 32, 50, 80; the next higher sample sized is represented by the number to the right of the normal severity inspection sample size.

.....Tightened Severity to Normal Severity. When tightened severity inspection is in effect, normal inspection shall be instituted when 5 consecutive lots or batches have been considered acceptable on original Government inspection.

.....Discontinuation of Inspection. If the cumulative number of lots not accepted in a sequence of consecutive lots on tightened severity inspection reaches 5, the acceptance procedures of this solicitation/contract shall be discontinued.

Inspection under the provisions of this solicitation/contract shall not be resumed until corrective action has been taken.

Tightened severity inspection shall then be used as if normal to tightened severity inspection had been invoked.

.....These requirements apply to tests using Special Inspection Levels, regardless of whether the severity of the tested characteristic's defect description is of a major or a minor category. These switching rules shall be implemented by the on-site GQARs in immediate response to test results; Contracting Officer notification is not required.

E-8. 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. 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 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 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,

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

reduced) being utilized for each product qualified under the standard.

E-9. 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 " *Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits* ".

.....4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph " *Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits* ". 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 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-10. 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.

E-10-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

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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.

E-10-B. The Following Reworks Must Be Coordinated with the Supervisory GQAR and, As Required, Approved by the Applicable DLA Troop Support-FTRC Office.

.....**E-10-B-1. Insect or Rodent Infestation/Contamination:** Reworks must be approved by FTRC/FTSC.

.....**E-10-B-2. Food Safety and Foreign Material:**

.....**E-10-B-2-A.** All corrective actions performed on product due to foreign material and/or processed/ unprocessed container mix-ups must be approved by FTRC. FTRC approval may be accomplished by means of one the two following methods, the methods being subject to change as determined by the contracting officer to be necessary for determining FTRC approval:

.....**METHOD 1:**

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

.....If the GQAR determines that the corrective action plan is acceptable, the contractor shall submit a “foreign material notification” or “unprocessed container notification” 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. FTRC shall issue written authorization for offer of the lot for Government inspection.

.....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-10,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 occur.

.....**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-10,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

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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.

.....**E-10-B-2-B.** The GQAR shall be notified, and documentation provided, when any finished product intended (or initially intended) to be offered to the Government has been produced using a bulk product or ingredient product lot(s) (or portion thereof) that has, at any time, been identified as containing or having contained foreign material. This requirement only applies to contractor facilities that are producing product and/or placing food product into finished component packaging. The documentation shall identify the foreign material and all corrective actions taken to render the bulk/ingredient product serviceable, including, but not limited to segregation and removal of portions of the bulk/ingredient product. The GQAR shall determine if the corrective actions taken render the bulk/ingredient product serviceable. If the GQAR agrees that the corrective actions taken render the bulk/ingredient product serviceable, the contractor shall submit a notification, to include the corrective action plan and supporting documentation, to FTRC prior to offering any related finished product lots for Government inspection. Submit notifications using the "Rework, Waiver, Deviation, Reinspection, Foreign Material, Extension Template" along with any additional supporting documentation. A duplicate copy of all material submitted to FTRC as a part of the contractor's notification shall be provided to the cognizant GQAR at time of the materials submission to FTRC.

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

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

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

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

.....**E-10-B-2-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, including if the deviant product being offered received an adequate thermal process, when the complete lot is presented for Government end item verification inspection.

.....**E-10-B-2-D.** Rework/Post-rework Testing of product that, at any time, tested positive or exceeded limits for food borne pathogens, aflatoxin, 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.

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.....(ii) Upon notification of the National Science Laboratory test results and/or USDA-AMS of a potential positive/positive for *Listeria Monocytogenes*, *Salmonella*, or *E. coli.*, the contractor shall commence actions recommended/required, as applicable, by attachment “MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE”. Questions regarding completion of the recommended/required 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-10-B-2-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 (DEVCOM-SC).

.....**E-10-B-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.

.....Rework of product due to the exceeding of action number/levels will be inspected in accordance with the conditions designated by the Contracting Officer's letter of approval. Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

.....Reworked lots intended for acceptance by the Government will be inspected by the Contractor using, minimally, the next larger sample size as based upon the sample size of the original pre-reworked lot, as applicable, for effected tests and exams (e.g., from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

.....Reworked lots offered for Government acceptance will be inspected by the Government. In the case of lots reworked by SRP, and unless otherwise directed by the Contracting Officer, the reworked lot shall be inspected using the next larger sample size as based upon the size of the original lot in the case of tests and exams. In the case of lots reworked in accordance with the contracting officer's determination in response to a contractor's request for rework, the sampling and inspection procedures for use by both Contractor and Government shall be as prescribed in the Contracting Officers letter of rework approval.

.....Rework locations must be approved by the Contracting Officer. Government end-item verification inspection results shall serve as the basis for increasing the severity of inspections of reworked lots.

.....**NOTE:** A contractor may submit a Standard Rework Procedure for Container Integrity Defects to FTRC for approval and incorporation in the contractor's QSP. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTSB, FTSC, and approved by the applicable contracting officer. See “**6. Standard Rework Procedure (SRP)**” regarding further requirements applicable to use the of SRPs.

.....**NOTE:** Samples to be inspected by USDA to determine if a lot shall be issued a USDA “Certificate of Quality and Condition (Processed Foods)” will be selected by an authorized representative(s) of USDA, i.e., USDA inspector(s) or USDA licensed sampler(s).

.....**E-10-B-4. Second Time Reworks:** All second time reworks must be approved by the applicable FTR 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

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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.”

.....**NOTE: The Contracting Officer does not authorize the use of a Standard Rework Procedure in the case of a second time rework.**

.....**E-10-B-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. Government end-item verification inspection results shall serve as the basis for increasing the severity of inspections of reworked lots. Contractor 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.** The SRPs must be specific and these must be evaluated by DLA Troop Support-FTSB, FTSC, and approved by the applicable contracting officer. See “6. Standard Rework Procedure (SRP)” regarding further requirements applicable to use the of SRPs.

.....**E-10-B-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 XII - 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.

.....Applicable to reworks performed in accordance with a contractor's SRP:

.....(1) The contractor shall submit a corrective action plan to the GQAR and to the Contracting Officer. The corrective action plan shall contain, as a minimum, the following:

.....A. Root cause of the deficiency.

.....B. Action taken to correct the deficiency.

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

.....D. Corrective action effective date(s).

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

.....Unless otherwise directed by the Contracting Officer, rework, contractor inspection, and Government inspection, and certification of conforming reworked lots may proceed prior to any Contracting Officer approval.

.....(2) The contractor shall submit to the GQAR, and to the Contracting Officer, an index locating in the QSP the parts of the SRP applicable to the contractor's rework involving use of the contractor's SRP.

.....(3) Standard Rework Procedures are not authorized for second time rework.

.....**E-10-B-7.** If the contractor elects to rework nonconforming product, it must be reworked and reoffered within 30 days from date of initial rejection.

.....**E-10-B-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 “Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components' Assemble-by Time Limits”.

.....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

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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., “*Second Time Reworks*”. 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., “*Nonconformances Noted During Government Inspection for End-item Compliance*”. 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 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 extend 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.

E-10-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-11. 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.

E-11-A. When the requirements cited in the section of this solicitation entitled “*Rework Of Nonconforming 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 - REWORK, WAIVER, DEVIATION, REINSPECTION*,”

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

E-11-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-12. 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 periodic review, as directed by DLA Troop Support, the USDA/AMS inspector will randomly select ten sample units from a conforming lot of each item (i.e. each type, flavor, etc.) produced and inspected for product examination by USDA/AMS. The USDA/AMS inspector shall ship seven of the ten samples, at the contractor's expense, to the addresses below:

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

Operational Rations Marketing Specialist, Anthony Foresi (one sample)

Operational Rations Marketing Specialist, Louis Obot (one sample)

Operational Rations Marketing Specialist, David Gonzales (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

POC: (508) 233-5037

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

E-13. 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

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

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

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require -
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

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

The following Federal Acquisition Regulation clauses are incorporated by reference

52.246-2 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-14. DLA Contract Provisions

9003 Measuring and Test Equipment (JAN 2014)

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

9013 Contractor and Government Samples at Origin (SEP 2007)

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

9023 General Inspection Requirements (FEB 2024)

(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 in process 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

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

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

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

9024 Alternative Inspection Requirements for Selected Items (FEB 2024)

.....Physical, microbiological, and analytical tests that are not eligible for the application of this contract provision include, but are not limited to, those tests used to identify critical package integrity defects (ex., internal pressure), any pH, water activity, oxygen content tests of food safety concern (identified as critical control point in producer's HACCP or HARPC), 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. On a product-by-product, test-by-test basis, the designated Government inspector will select random samples of each lot of end-items or component material for verification testing until that Contractor's testing system, on a product-by-product, test-by-test basis, is determined reliable in accordance with paragraph (e) of this contract provision. It is the intent of the Government to rely on Contractor test results to the maximum extent practicable and minimize Government verification testing.

.....(b) End-item and Component Material Inspection Requirement. A/

.....All operational rations contractors/subcontractors performing under the Higher Level Contract Quality Requirements are required to perform or have performed by their suppliers, contractually required component material and/or end-item test inspections in accordance with the contract and its technical specifications and technical requirements documents containing contractually required quality assurance provisions, unless otherwise authorized by the Contracting Officer or in-process inspection results are authorized by the Contracting Officer for use as a substitute for contractor/subcontractor end-item verification inspection.

A/ As used in the remainder of this provision, the term "end-item" is used as an abbreviation for "end-item and/or component material", and incorporates those requirements, procedures, and tests applicable to both the end-item requirements and component material requirements of the product's to be offered for Government verification inspection.

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.....(c) **Product-tests eligible for government skip-lot verification testing**

.....Government skip-lot verification testing shall be applied on a product-by-product and a test-by-test (product-test) combined basis. Each product eligible for government skip-lot verification testing is identifiable by its unique NSN. The specific product characteristics and packaging characteristics to be tested for each product eligible for the Government skip-lot verification testing program are defined by contract's technical data requirements for each individual product required to be tested. For each specific product, all product characteristics tests and packaging characteristics tests required to be performed on a product as a part of this Government skip-lot end-item verification test program shall be performed in accordance with the requirements, procedures and tests required for the subject product undergoing testing, unless otherwise authorized by the Contracting Officer (see 9024,(b)).

.....Examples of product characteristic tests include, but are not limited to, fat, pH, water activity, sodium, moisture, SPC, yeast, mold, viscosity, emulsion stability, etc.. Examples of packaging characteristics tests include, but are not limited to, interlocking closure seal, closure seal, internal pressure, residual gas, etc.. See the first paragraph of this provision for a synopsis of those physical, microbiological, and analytical tests not eligible for the application of this provision.

.....NOTE: The contracting officer may interrupt, discontinue, or disqualify a contractor/subcontractor from Government skip-lot verification testing, in part or in its entirety, if she/he determines that skip-lot testing is not in the best interest of the Government.

.....NOTE: The submission of Early Government Inspection test samples shall be suspended upon receipt of Government laboratory notification or DLA notification of a Government laboratory failure. At the discretion of Contracting Officer, DLA may request the testing of inspection lots previously accepted without Government sample testing.

.....(d) **Compliance of Product.**

.....Acceptance of material as complying with required product and packaging characteristics shall be based on the Contractor's test results, provided that Government verification indicates that the Contractor's testing system results are free of irregularities and are determined, in accordance with paragraph (e) of this clause, to be reliable as to each of the required characteristics. If a Contractor 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 (requirements, procedures, and tests), the designated Government inspector may withhold approval of affected products until Government test results indicate products conform to contract requirements. For Operational Rations component items (e.g., CCAR, 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.

.....(e) **Reliability and Conditions for Qualification for Government End-Item Skip-Lot Verification**

.....The reliability of a contractor testing system will be determined on a product-by-product, test-by-test (product-test) basis. Once determined to be reliable, as long as the Contractor's test results are determined to be conforming and Government end-item verification test results are determined to be conforming, the Contractor test system measuring the conformance to a specific product/packaging characteristic shall be considered to be reliable and the Government Quality Assurance Representative shall invoke Government end-item skip -lot verification testing until noncompliance with the Contractor Quality Systems or Government test results determine a Contractor testing system to be unreliable (see NOTE 3).

.....(1) 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^{B/}, and unless otherwise specified in this contract, for each different type of end-item presented for inspection, in order to initially qualify a product-test combination for Government skip-lot verification testing, the inspector will select, for verification testing, random samples of the first five end-item lots offered. If the results of the five verification tests indicate conformance for that specific product and that specific test, the Government Quality Assurance Representative may initiate skip-lot end-item verification testing for that specific product and that specific test. (As long as a specific Contractor testing system is considered to be reliable, Contractor testing for that specific product and that specific test is considered reliable, and 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

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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.)

B/ The difference between the DOP of the lot for which the first Government skip-lot verification test is conducted and the DOP of the lot for which the succeeding Government verification test is conducted shall not exceed 120 days. For a finished product lot packaged on February 29, 2024 (4060), the DOP of a finished product lot packaged 120 days from February 29, 2024 would not exceed June 28, 2024 (4180). If the DOP of the product used in conducting the second Government verification test were June 29, 2024 or beyond, qualification for Government end-item skip-lot verification testing of the subject product would be required. Determine a product's eligibility in accordance with the product's individual rations NSN rather than in accordance with the individual rations contract for which the product is destined for inclusion.

.....(2) A Contractor's testing system by specific product and by specific test, shall be considered unreliable when a Government verification test result indicates product nonconformance to contract requirements. When a Contractor's testing system for a specific product 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) Once a Contractor's testing system for measuring a specific product characteristic has been determined to be unreliable and Government skip-lot verification testing is interrupted for a specific product and a specific test, compliance testing will revert to the Government for that specific product and that specific test until such time as the affected product and test requalify for Government skip-lot verification testing.

.....(4) Requalification. For each different type of affected end-item presented for inspection, to re-qualify for a specific Contractor test system (product-test combination) for Government skip-lot verification testing, the inspector will select, for verification testing, random samples of the first five consecutive end-item lots offered subsequent to Government skip-lot interruption. If the results of the five tests indicate conformance for that specific product and that specific test, the Government GQAR may initiate Government skip-lot verification testing for that specific product and that specific test. Provided that the Contractor's test results for that specific product-test combination is determined to be 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.)

NOTE 1: If, during the requalification process, the Government verification result for a specific product-test combination indicates nonconformance to contract requirements, the requalification process shall be initiated again.

NOTE 2: For any Contractor test system (product-test combination) subject to requalification, only the five-consecutive tests requalification process (see paragraph (e)(4) above) is permitted as a method to requalify a specific product-test combination regardless of the any changes to contractor's procedures or test methods.

NOTE 3: Under all circumstances when determining a Contractor test system reliability status, in addition to a test system being determined to be unreliable when a Government verification test result indicates product nonconformance to contract requirements, the Contractor's use of methods of inspection not approved by the Contracting Officer and deviations from the Contractor's testing system as documented in the Contractor's Quality Systems Plan and approved by the Contracting Officer shall also be reason to determine a testing system for a specific product to be unreliable.

.....(f) Remediated Lots.

.....In the event of a contractor test failure, the methods of remediation available per the “*General Inspection Requirements, Methods of Remediation, and Prohibitions*” are available for use by the Contractor. Except in the case of a request for a waiver, the Contractor is not required to request permission to exercise remediation. However, should the lot be subsequently offered to the Government, a record of the test history of the lot shall be included in the Contractor's submittal package^{5/} and the lot, in addition to any other tests scheduled for Government verification testing, shall be tested for the product/packaging characteristic having previously caused the Contractor test failure(s). Except in the case of a lot waived for a test(s) failure or in the case of a Government verification test failure, the fact that a remediated lot previously failed for a test(s) shall not be cause for the GQAR to record such a lot as a failed lot and shall not serve as

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cause to interrupt Government skip-lot verification testing. Remediated lots failing Government verification inspection, however, shall interrupt skip-lot inspection for any test failure. Lots initially failing contractor testing, remediated, and subsequently offered for Government verification inspection shall not be included towards accumulating the number of consecutively tested and accepted lots necessary to qualify or re-qualify for Government skip-lot testing^{5/}.

5/ Not applicable if a contractor produced and inspected a new lot as method of remediation.

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

.....(1) Waiver of contractor test results: When a contractor determines as a result of his own end-item test(s) or QSP that supplies do not conform to contractual requirements and the supplies are determined by the contractor to be, in some instances, not capable of being reworked (such as drained weight, viscosity, piece size, residual air, etc.), the contractor 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 both DLA and 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, and serve as cause to interrupt government skip lot testing for the cause's specific test requirement. 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 (suspend all skip-lot inspections and reduced inspections for the subject lot(s) 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.

.....(2) 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.

.....(3) 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 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 entire testing system to be unreliable and shall 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.

.....(4) 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.

NOTE: In the event the Contractor elects to use a Government laboratory as a third-party laboratory for the purpose of performing Contractor end-item testing, subsequent test results shall not be proffered as Government end-item verification test results or the equivalent thereof. Official Government test results require that test samples be selected by the applicable Government Quality Assurance Representative(s) or certified Government sampler.

.....(h) **Format for Contractor/subcontractor test report.**

.....Name and Address of Contractor:

.....Name and Address of Subcontractor: (if applicable)

.....Received for Testing: (date)

.....Contract Number:

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

.....Quantity Tested:

.....Applicable Specification:

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

.....Quantity in Lot: (units)

.....Testing Completed: (date)

.....Test Report

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

..... (Typed name and title of laboratory official and signature)

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

.....Certification

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

.....Signature: _____

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

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

.....Certification

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

.....Signature: _____

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

.....Distribution:

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

.....Signature: _____

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

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

.....Certification

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

.....Signature: _____

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

.....Distribution:

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

9025 Reinspection of Nonconforming Supplies (NOV 2011)

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

.....(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 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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

9044 Sanitary Conditions (FEB 2024)

.....As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAI 3221, Veterinary Affairs, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Medical Command Veterinary Services, or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDC) and possessing a USDA/USDC establishment number. This requirement applies to all RNC and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by USAIPH will be routed through DLA Troop Support-FTSC for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTSC, in coordination with the Chief, Approved Sources Division, USAIPH.

(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 in establishments listed in the U.S. Army Medical Command Veterinary Services (MEDCOM Vet Svcs) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

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

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

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

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

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

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under "U.S.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products” in the “USDC Participants List for Firms, Facilities, and Products”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov).

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

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

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

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

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

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

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

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

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,

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

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

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

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

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

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-15. 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.

(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-16. ADDENDA APPLICABLE TO COMMERCIAL ITEM DESCRIPTION A-A-20332 AND PACKAGING

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS A-A-20332

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

1. 7.1.5 Turbidity: Read as “7.1.5 Turbidity. Not to exceed 1 NTU. Government test verification may be determined by means of the finished product manufacturer's Certificate of Analysis.
2. 7.2.1 Sampling procedures for pH and sodium and 7.2.2 Sampling procedures for turbidity: Read as “7.2.1 and 7.2.2 Procedures for pH, sodium, and turbidity analysis. Analysis for pH, sodium, and turbidity shall be performed on a composite sample. The composite sample shall be prepared from five randomly selected bottles per lot.”
3. GQAR requests for laboratory testing of water shall be submitted on DD Form 1222, 'Request for and Results of Tests', or DA Form 7539, 'Request for Veterinary Laboratory Testing & Food Sample Record'. A copy of DA Form 7539 can be found at <https://armypubs.army.mil/ProductMaps/PubForm/DAForm.aspx>
4. In block 16 of DD Form 1222 or in block 12 of DA Form 7539, as applicable, the GQAR shall list each analytical and microbiological test method to be performed, including the method's source agencies and method numbers, the composition of each test's sample (composite, individual, or grouped-sample), and each test's acceptable analytical or microbiological content requirement.”

ADDENDA TO SECTION C OF PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS (PKG&QAP)

FOR CID A-A-20332, WATER, DRINKING, EMERGENCY

1. Section C, C-2: Add the following paragraph:
“C. Analytical and microbiological requirements. The finished product's pH, sodium content, chloride content, and turbidity requirements, procedures, and testing shall be in accordance with A-A-20332, as amended by this solicitation/contract.”

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

1. Section E, E-5, A.: Delete the paragraph as written in the PKG&QAP, and insert:
“A. Product examination. The finished product shall be examined for compliance with the salient characteristics specified in A-A-20332. The lot size shall be expressed in pouches. The sample unit shall be the contents of one filled and sealed pouch. The water in pouches may have low off odors and flavors typical of varying water sources, packaging materials and processing procedures.
1. The sample size for performing the product examination shall be determined in accordance with United States Department of Agriculture, Marketing and Regulatory Programs, Agricultural Marketing Service, Specialty Crops Program, Specialty Crops Inspection Division, AIM Inspection Series, Sampling Manual, Table III - CANNED, FROZEN, OR OTHERWISE PROCESSED FRUITS, VEGETABLES; RELATED PRODUCTS OF A COMMINUTED, FLUID OR HOMOGENEOUS STATE. The Sampling Manual is located at:
<https://www.ams.usda.gov/sites/default/files/media/SamplingManual.pdf>
2. The product examination samples shall be evaluated for odor, flavor, color, turbidity, and foreign material by comparison to the Product Demonstration Model (PDM). Finished product not equal to or better than the approved PDM in overall appearance and palatability shall be cause for rejection of the lot. Presence of any foreign materials such as, but not limited to packaging materials, adhesives, organic particles, or artifacts due to processing shall be cause for rejection of the lot. The water in pouches may have low off odors and flavors typical of varying water sources, packaging materials and processing procedures.
3. The original PDM samples shall serve as the pouched water product standard samples for this contract unless either the contractor or the DLA Troop Support determines that a new PDM is necessary due to changes in product composition, processing methods, packaging methods, etc.”
2. Section E, E-6, A., (3): Modifications to E-6, A, (3), Table I, shall be as follows:
a. Major “103 Does not pass the 10-foot drop test.” The drop test requirement shall be verified by contractor's Certificate of Conformance (CoC). At the start of a new contract or should the contractor at any time produce the product using different primary packaging design, materials composition, supplier, etc., using the first resulting production lot, verify the

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

compliance of the CoC by the following method: Drop test Certificate of Conformance Method of Verification: The filled and sealed pouches shall be examined as follows: The lot size shall be expressed in pouches. The sample unit shall be one filled and sealed pouch. The inspection level shall be S-3. Each filled and sealed sample pouch shall be dropped onto a non-abrasive, non-resilient surface from a height of 10 feet. Each sample pouch shall be dropped two times. Any leaking pouch will be cause for rejection of the Certificate of Conformance.

- b. Major "105 Leakage." Delete Major 105 as a Table I defect category. No "leakage" exam is required.
- c. Major "106 Not buoyant in fresh water." Delete Major 106 as a Table I defect category. No "buoyancy" exam is required.
- d. Minor "202 Net volume less than required." Delete Minor 202 as a Table I defect category. See "Alternate Inspection Methods" below for performance of net volume or net weight exam.
- e. Major "110 Pouch does not have a spout." This only applies to spouted pouches.
- f. Major "108 Seal width less than 1/16 inch. 3/" This defect shall read as follows: "Seal width less than 1/16 inch or less than 1.0 mm for ultrasonic seals. 3/ 6/ (this defect applies to the closure seal)"
- g. Major "112 Any seal less than 1/16 inch at any point." This defect applies to seals other than the closure seal.
- h. After footnote 5/ of Table I, add the following footnote: "6/ An internal pressure test (PKG&QAP, E-6, B, (1), c) may be used to verify pouch integrity for ultrasonically sealed pouches that are difficult to measure or quantify during visual inspection. The closure seal shall be free of wrinkles, occluded matter, or evidence of entrapped moisture or grease that reduces the closure seal width to less than 1/16 inch at any location along its continuous path for conventional heat seals or reduces the closure seal width to less than 1.0 mm for ultrasonic seals."

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

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

202 Net volume less than required.

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

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

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

E-17. ATTACHMENTS:

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

ATTACHMENT 2 - SUBSTITUTION REQUEST TEMPLATE

ATTACHMENT 3 - MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE

ATTACHMENT 4 - REQUEST FOR EARLY GOVERNMENT INSPECTION

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

rework, submit requests separately)

01 Type of Request: Waiver ☐ Notification ☐ Re-inspection ☐ Rework ☐

02 Nature of Request: _____

03 Approval Required from DLA: Yes ☐ No ☐

04 Contractor Name/Address: _____

05 Contract Number: _____

06 Product Name: _____

07 National Stock Number: _____

08 Batch Number (s) (If Applicable): _____

09 Lot Number (s): _____

10 Sublot (s) (If Applicable): _____

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) _____; Filler head(s) _____; Shift(s) _____; Case number and pouch code of defective unit(s) _____; Fill & seal start and end time _____;

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

12.d. Explain how to trace defect pouch(s) to fill and seal equipment _____

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): _____

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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: _____

29 Accompany each

Thank you,

Point of Contact Info with phone number and email address

ATTACHMENT 2

SUBSTITUTION REQUEST TEMPLATE

SUBSTITUTION REQUEST TEMPLATE

USE COMPANY LETTERHEAD FOR REQUEST

DATE: _____

Subject: Substitution request for [COMPONENT NAME]

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

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

03 Component for Which Substitution Is Required: _____

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

05 Substitution Quantity Required: _____

06 Time Period for Substitution: _____

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

08 Number of Affected Menus: _____

09 Number of Affected Cases: _____

10 Proposed Substitution(s): _____

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

Thank you, Point of Contact Info with phone number and email address.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**ATTACHMENT 3****MICROBIOLOGICAL TEST RESULTS QUESTIONNAIRE****PART A - These are RECOMMENDED actions following notification of any laboratory microbiological test result other than a fully conforming microbiological test result.**

1. 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 test result for Salmonella, Escherichia coli (E. coli), or other identified pathogens 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.
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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 - These are REQUIRED ACTIONS following notification of CONFIRMED POSITIVE laboratory analysis for Salmonella, Listeria monocytogenes, Escherichia coli (E. coli) or other identified pathogenic bacteria strains such as E. coli O157:H7, which can produce a Shiga-like toxin.

18. Ensure you have performed steps 1 through 17 above.

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.

ATTACHMENT 6

REQUEST FOR EARLY GOVERNMENT INSPECTION

It is the intent of the Contracting Officer, when and if deemed appropriate by the Contracting Officer, to issue written authorization to Government inspection activities for the purpose of performing early Government inspection when requested by the contractor. This request guide identifies information required from the contractor and concurrences by contractor to conditions by which the Contracting Officer shall render his decision. It is the intent of the Contracting Officer to receive petitions for written authorization and to issue written authorization for early Government inspection to Government inspection activities on a product by product basis, not on a lot by lot approach. However, point (B,2), below, is to be applied on a lot by lot basis.

A. List the products and inspections for which Contracting Officer authorized early Government inspection is being requested:

(1) The contractor shall list by individual product (i.e., by name and NSN) those products for which the contractor is requesting early GQAR/Lab inspection performance.

(2) The contractor shall identify those inspections (exams and/or tests) for which the contractor is requesting early Government inspection performance and shall indicate which inspections are requested for which products.

B. Conditions of early Government inspection requiring contractor concurrence:

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(1) All lots for which the Contracting Officer authorizes early Government inspection shall be sampled by the GQAR. The contractor shall be responsible for communicating to the GQAR when each early Government inspection lot is available to the GQAR for sampling, using a system comprehended by all involved parties.

(2) For each lot that the contractor wants forwarded by the GQAR to be early Government inspected, the contractor shall submit to the GQAR, in writing, a signed and dated document, requesting that the GQAR commence shipment of each lot's test samples to the contractually designated laboratory. The request must identify by lot number(s) the specific lot(s) to be shipped by the GQAR.

(3) The contractor concurs that once laboratory samples are shipped to the USDA National Science Laboratory (NSL), or other contractually designated laboratory, the lot shall be considered as having been offered to the Government, the performance of all applicable tests shall not be interrupted, and the lot inspection results cannot be expunged from the inspection record of lots offered for government inspection.

(4) The contractor concurs that once requested of the Contracting Officer and sanctioned by the Contracting Officer, the inspection results are final and conclusive.

(5) The contractor concurs that GQAR/Lab inspection results are not to be shared with the contractor until such time as the contractor presents, to the GQAR, documentation of conforming product. However, DLA does require that the GQAR, upon the GQAR's receipt of any positive food-borne pathogen test result, as soon as possible, and regardless of the presentation status of the contractor's lot submittal package, notify the contractor of said results. Food-born pathogen results include but not limited to test results for *Listeria Monocytogenes*, *Salmonella*, and *E. coli*.

(6) By submitting this request for Government verification inspection to be performed prior to the contractor's submission of a "lot submittal package" indicating conformance to ALL applicable contractual requirements, the contractor acknowledges the contractor's concurrence with the preceding conditions specified in this request template, unless otherwise exempted in writing by the contracting officer.

NOTE: The following tests are currently being performed in-plant at one or more Operational Rations production locations: Brix, pH, Oxygen Content, Moisture, and Water Activity. As applicable, any early government testing conducted by USDA for brix, pH, oxygen content, moisture, and/or water activity at a Contractor's facility using Contractor provided test equipment shall be, first and foremost, subject to the provisions cited in *USDA Operational Rations USDA/AMS In-Plant Analytical Testing Protocol with Checkboxes - Version 3., Requirements for Establishing USDA/AMS Verification Testing of Operational Rations Components for Analytical Requirements at a Contractor's Facility Using Contractor-provided Test Equipment*.

NOTE: The submission of Early Government Inspection test samples shall be suspended by the GQAR upon receipt of Government laboratory notification or DLA notification of a Government laboratory failure.

(7) Name(s) and title(s) of authorized contractor representatives."

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) FAR

As prescribed in 46.311, insert the following clause:

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring

[Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.]

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

(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.

(End of Clause)

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

SECTION F - DELIVERIES OR PERFORMANCE

SECTION F

DELIVERIES OR PERFORMANCE

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

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

52.211-9051 Time of Delivery (NOV 2011) DLAD

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

<u>NSN</u>	<u>ESTIMATED QUANTITY</u>	<u>DAYS AFTER DATE OF AWARD</u>
8960-01-587-6603	480,000	60 days

Subsequent deliveries must be delivered within 60 days.

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

Offeror's proposed delivery schedule:

<u>NSN</u>	<u>QUANTITY</u>	<u>DAYS AFTER DATE OF AWARD</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

52.247-1 Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate: If the Government is shown as the consignor or the consignee, the annotation shall be: Transportation is for the *[name the specific agency]* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government. If the Government is not shown as the consignor or the consignee, the annotation shall be: Transportation is for the *[name the specific agency]* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. . This may be confirmed by contacting *[Name and address of the contract administration office listed in the contract]*.

(End of clause)

NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

52.247-9029 SHIPPING INSTRUCTIONS (NOV 2011) DLAD

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

As prescribed in [11.703](#)(a), insert the following clause:

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

(b) The permissible variation shall be limited to:

Percent increase

_ Percent decrease

This increase or decrease shall apply to . *

(End of clause)

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

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

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

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

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

(1) To be completed by the offeror:

- (i) Type of container: Wood Box ☐ Fiber Box ☐ , Barrel ☐ , Reel ☐ , Drum ☐ , Other (Specify) ;
- (ii) Shipping configuration: Knocked-down ☐ , Set-up ☐ , Nested ☐ , Other (specify) ;
- (iii) Size of container: " (Length), × " (Width), × " (Height) = Cubic Ft;
- (iv) Number of items per container each;
- (v) Gross weight of container and contents Lbs;
- (vi) Palletized/skidded ☐ Yes ☐ No;
- (vii) Number of containers per pallet/skid ;
- (viii) Weight of empty pallet bottom/skid and sides Lbs;
- (ix) Size of pallet/skid and contents Lbs Cube ;
- (x) Number of containers or pallets/skids per railcar *
 - (A) Size of railcar
 - (B) Type of railcar
- (xi) Number of containers or pallets/skids per trailer *
 - (A) Size of trailer Ft
 - (B) Type of trailer

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

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

- (i) Rate used in evaluation ;
- (ii) Tender/Tariff ;
- (iii) Item .

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

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

SECTION G

CONTRACT ADMINISTRATION DATA

G-1 Contract Administration

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

G-2 Correspondence

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

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

notifying the contractor of acceptance/rejection of waiver/deviation requests will be furnished to the ACO by the Contracting Officer.

G-3 Invoices

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

G-4 Wide Area Workflow e-Business Suite

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

Other websites for DFAS E-invoice payment information:

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H-1 Force Protection

The DLA Troop Support Subsistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DLA Troop Support to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items. As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take all necessary actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism. The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies. Accordingly, the offeror shall submit its Food Security Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

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. NOTE: The offeror's Force Protection proposal shall be part of any contract awarded. The contractor's Food Security Plan may be audited by the AVI or the DLA Troop Support Quality Audit Team. Failure to comply with the provisions of the Plan will be considered a deficiency(s), and the contractor will be required to take corrective action. Failure to take corrective action or repetitive or recurring deficiencies will be considered a failure by the contractor to comply with the terms and conditions of the contract.

H-2 Production Standard Replenishment for Food Items

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

52.204-9001 Electronic Order Transmission (NOV 2011) DLAD

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

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

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

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

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

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

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

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

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

DLA Troop Support

Attention: J6P

Information Operations

700 Robbins St.

Philadelphia, Pennsylvania 19111-5092

Phone: 215-737-2130

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

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

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

52.246-9044 Sanitary Conditions (APR 2014) DLAD

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Public Health Command (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide 2Directory) (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

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

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

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

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

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

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

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

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

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

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

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

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

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

(b) Delivery conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain

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prescribed temperatures, or the transport results in product 'unfit for intended purpose', supplies tendered for acceptance may be rejected without further inspection.

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

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

- (1) Shipped in interstate commerce,
- (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

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

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

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

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

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

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

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

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any

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

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

SECTION I - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (NOV 2016) DFARS

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

(a) *Definitions.* As used in this provision -- "Controlled technical information," "covered contractor information system," and "covered defense information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii)) --

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

<http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

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

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

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

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

(End of provision)

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

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

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

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

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

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

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor

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SECTION I - CONTRACT CLAUSES (CONTINUED)

shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

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

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. (b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of contract maximum;

(2) Any order for a combination of items in excess of contract maximum; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the

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reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from contract award date through contract expiration date.

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

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

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

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

52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR

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

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016) DLAD

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

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

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

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

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

(Official's Name)

(Title)

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

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52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR
 52.233-03 PROTEST AFTER AWARD (AUG 1996), ALT I (JUN 1985) FAR
 52.202-1 DEFINITIONS (JUN 2020) FAR
 52.203-3 GRATUITIES (APR 1984) FAR
 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR
 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) FAR
 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I (NOV 2021) FAR
 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020) FAR
 52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR
 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR
 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) FAR
 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) FAR
 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) FAR
 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023) FAR
 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR
 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS
 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023) DFARS
 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS
 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR
 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR
 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR
 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) FAR
 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS
 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS
 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS
 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS
 Standard Element ZB_204_7012 has no Title
 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) DFARS
 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023) DFARS
 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) FAR
 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) DFARS
 52.215-2 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
 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) FAR

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

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

(b) The Contractor shall-

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

As prescribed in [16.506\(b\)](#), insert a clause substantially the same as follows:

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2024) FAR

Insert the following deviation clause in solicitations and contracts that are set aside for service-disabled veteran-owned small business concerns under the service-disabled veteran-owned small business program and when the contract amount is expected to exceed the simplified acquisition threshold unless--

(a) A personal services contract is contemplated (see 37.104); or (b) The contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas.

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

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern--

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

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that--

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent of which is owned and controlled (as defined at 13 CFR 124.105) by--

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

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

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

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

(c) (1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)"; and

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

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

(e) (1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (DEC 2019) DFARS

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2022) FAR

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

52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR

52.222-26 EQUAL OPPORTUNITY --- ALTERNATE I (SEP 2016) FAR

Alternate I. As prescribed in [22.810\(e\)](#), add the following as a preamble to the clause:

Notice: The following terms of this clause are waived for this contract: *[Contracting Officer shall list terms]*.

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

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

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

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

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

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

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

52.223-20 AEROSOLS (JUN 2016) FAR

52.223-21 FOAMS (JUN 2016) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) DFARS

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

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (JAN 2023) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM — ALTERNATE I (JAN 2023) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS

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

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

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

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

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

“Structural component of a tent” --

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

(c) This clause does not apply --

- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool --
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the threshold at Defense Federal Acquisition Regulation Supplement [225.7002-2\(a\)](#);
- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
- (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
- (5) To chemical warfare protective clothing produced in a qualifying country; or
- (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if --
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include ¾
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
- (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract --
 - (i) Shall be taken from the sea by U.S.-flag vessels; or
 - (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
- (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7036 BUY AMERICAN -- FREE TRADE AGREEMENTS -- BALANCE OF PAYMENTS PROGRAM -- BASIC (NOV 2023) DFARS

252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022) DFARS

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023) DFARS

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

52.232-1 PAYMENTS (APR 1984) FAR

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

52.232-11 EXTRAS (APR 1984) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

52.232-25 PROMPT PAYMENT (JAN 2017) FAR

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) DFARS

As prescribed in [232.7004](#) (b), use the following clause:

(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.

Payment request and *receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items -

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(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	Guidance
Pay Official DoDAAC		(If blank, see resulting award)
Issue By DoDAAC		(If blank, see resulting award)
Admin DoDAAC		(If blank, see resulting award)
Inspect By DoDAAC		

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Field Name in WAWF	Data to be entered in WAWF	Guidance
		(If blank, see resulting award)
Ship To Code		(If blank, see resulting award)
Ship From Code		(If blank, see resulting award)
Mark For Code		(If blank, see resulting award)
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")
(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Clause)

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

52.233-1 DISPUTES (MAY 2014) FAR

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

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

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (JAN 2023) DFARS

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) FAR

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) FAR

5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020) DLAD

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

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

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

☐ Alternate wording may be negotiated with the contracting officer.

52.242-13 BANKRUPTCY (JUL 1995) FAR

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

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

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2022) DFARS

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<p>SECTION I - CONTRACT CLAUSES (CONTINUED)</p> <p>As prescribed in 243.205-71 , use the following clause:</p> <p>(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.</p> <p>(b) In accordance with 10 U.S.C. 3862(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor: I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.</p> <p>(Official's Name)</p> <p>(Title)</p> <p>(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including -</p> <p>(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and</p> <p>(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.</p> <p>(d) The certification requirement in paragraph (b) of this clause does not apply to -</p> <p>(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or</p> <p>(2) Final adjustment under an incentive provision of the contract.</p> <p style="text-align: right;">(End of clause)</p> <p>52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024) FAR</p> <p>252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS</p> <p>52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR</p> <p>As prescribed in 46.710(a)(1), insert a clause substantially as follows:</p> <p>(a) Definitions. As used in this clause.</p> <p>“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.</p> <p>“Supplies” means the end items furnished by the Contractor and related services required under this contract. The word does not include “data.”</p> <p>(b) Contractor's obligations.</p> <p>(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time].</p> <p>(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and</p> <p>(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.</p> <p>(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.</p> <p>(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.</p> <p>(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.</p> <p>(c) Remedies available to the Government.</p> <p>(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within [Contracting Officer shall insert specific period of time; e.g., “45 days of the last delivery under this contract,” or “45 days after discovery of the defect”].</p> <p>(2) Within a reasonable time after the notice, the Contracting Officer may either.</p> <p>(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or</p> <p>(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.</p> <p>(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer.</p> <p>(A) May, for sampling purposes, group any supplies delivered under this contract;</p> <p>(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;</p> <p>(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and</p> <p>(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.</p> <p>(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:</p> <p>(A) Require an equitable adjustment in the contract price for any group of supplies.</p> <p>(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for</p>		
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correction or replacement.

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

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

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

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

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

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

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

(End of clause)

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023) FAR

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) FAR

252.223-7009 PROHIBITION OF PROCUREMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (OCT 2023) FAR

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) DFARS

252.225-7054 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (JAN 2023) FAR

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS

252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022) DFARS

252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023) DFARS

252.225-7062 RESTRICTION ON ACQUISITION OF LARGE MEDIUM-SPEED DIESEL ENGINES (JUL 2023) DFARS

252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (CLASS DEVIATION 2024-O0006) (JAN 2024) DFARS

As prescribed in Class Deviation 2024-O0006, use the following clause:

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

“*Business operations*” means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include --

(1) Any shipment subject to price caps as specified in the --

(i) “Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil”, issued on December 2, 2022, between member countries of that coalition; or

(ii) “Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington”, issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including --

(1) Any action to secure or divest from facilities, property, or equipment;

(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;

(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.

Fossil fuel company means an entity or individual that --

(1) Carries out oil, gas, or coal exploration, development, or production activities;

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SECTION I - CONTRACT CLAUSES (CONTINUED)

- (2) Processes or refines oil, gas, or coal; or
- (3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.
- (b) *Prohibition.* In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by --
- (1) An authority of the government of the Russian Federation; or
- (2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --
- (i) Through the Russian Federation for sale outside of the Russian Federation; and
- (ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.
- (c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services.
- (End of clause)

252.245-7005 MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024) DFARS

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA --- BASIC (JAN 2023) DFARS

Basic. As prescribed in [247.574](#) (b) and (b)(1), use the following clause:

(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 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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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)

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) DFARS

252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES---REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions as contained in section 8116, division C, title VIII, of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260).

(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)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023) FAR

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR

52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS (DEC 2023) FAR

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR