SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶ RATING

2. CONTRACT No.	3. SOLICITATION No.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE No.
	SPE3S1-26-R-0009	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	2026 AUG 04	1000221660

7. ISSUED BY CODE SPE3S1

DLA TROOP SUPPORT
SUBSISTENCE SUPPLY CHAIN
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA

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 (Hour) local time 2026-Sep-07 (Date)

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

10. FOR INFORMATION CALL: ▶	A. NAME	B. PHONE/FAX (NO COLLECT CALLS)	C. EMAIL ADDRESS
	JAMES KAHN DJK0138	Phone: 4457373232 FAX:	JAMES.KAHN@DLA.MIL

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT ▶ *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (*The offeror acknowledges receipt of amendments to the* SOLICITATION *for offerors and related documents numbered and dated*):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ (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

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A - SOLICITATION/CONTRACT FORM

SOLICITATION AND OFFER - FORM SF33

(CONTINUATION SHEET)

A-1

Note: All offerors must submit documentation via email to the Contract Specialist, James Kahn at James.Kahn@dla.mil and the Contracting Officer, Thomas Haley at Thomas.Haley@dla.mil.

IT IS SOLELY THE OFFEROR'S RESPONSIBILITY TO ENSURE ITS PROPOSAL IS RECEIVED BY THE DATE AND TIME SPECIFIED GIVEN THE LIMITATIONS OF DLA TROOP SUPPORT'S RECEIVING OFFICE LISTED IN SECTION L AND BELOW:

ATTN: JAMES KAHN AND THOMAS HALEY
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT-SUBSISTENCE DIRECTORATE
BLDG. 6B, SUBSISTENCE MAIL ROOM, DESK 6B090
PHILADELPHIA, PA 19111-509

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, James Kahn (James.Kahn@dla.mil) and the Contracting Officer, Thomas Haley (Thomas.Haley@dla.mil). Although e-mail offers are acceptable, all Product Demonstration Models must be delivered to the location identified above and in Section L by the date and time set for receipt of proposals.

Note:

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

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

As directed by the Contracting Officer, e-mail may also be used during discussions/negotiations, if discussions/negotiations are held, and for proposal revision(s), including Final Proposal Revision(s). The Contract Specialist,

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

James Kahn (James.Kahn@dla.mil) and the Contracting Officer, Thomas Haley (Thomas.Haley@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, Instruction of Offerors for Competitive Offers.

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. S.C. 3729-3733)

This solicitation and the resulting contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; contained elsewhere in the solicitation or contract. The contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733)

****NOTE: Offerors must be registered in the System for Award Management (www.SAM.gov). Those not registered in SAM may be considered non-responsible. Upon registration, a CAGE code will be assigned to the registered firm. This code must be placed in the box next to "code" in block 15A of the cover sheet.**

All clauses incorporated in full text throughout the entire solicitation must be filled out as applicable.

FOB Destination terms are applicable to this solicitation.

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

All materials pertaining to the Technical Proposal, Business (Price) Proposal, and Additional Submission

CONTINUED ON NEXT PAGE

SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

Requirements must be submitted with initial offer.

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

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

B-1 Items to be Supplied

A. Estimated Requirements

Line	NSN	Items	Estimated Yearly Quantity (EA)
0001	8970-01-596-4514	HEATER TRAY, ASSEMBLED	210,000
0002	8970-01-596-4504	HEATER MODULE, BOIL-IN-BAG (BIB) EGG MODULE	30,000
0003	8970-01-547-8516	PULL TABS	120,000

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

B. Indefinite-Quantity Contract (IQC) Minimum and Maximum

The IQC minimum quantities and IQC maximum quantities for the Heater Tray Items are as follows:

Line	Items	Min. (5 tiers)	Maximum (5 tiers)
0001	HEATER TRAY, ASSEMBLED	210,000	1,575,000
0002	HEATER MODULE, BOIL-IN-BAG (BIB) EGG MODULE	30,000	225,000
0003	PULL TABS	120,000	900,000

The Government guarantees that it will order the minimum of units stated above in Section B-1, IQC Quantities chart during the life of the resultant contract(s). The guaranteed minimum quantity may be ordered during any tier period or combination of tier periods. The Government may fulfill the guaranteed minimum quantity by issuing a single delivery order or any number of delivery orders. However, in fulfilling the guaranteed minimum quantity, the total dollar value expended by the Government shall not exceed the dollar value of the guaranteed minimum quantity procured at the lowest unit price established under the contract(s) and is hereafter referred to as the “guaranteed minimum dollar value.” If an offeror is awarded multiple line items, then the guaranteed minimum dollar value shall be the combined value of each line item guaranteed minimum quantity procured at its lowest unit price established under the contract(s). The Government will be considered to have fulfilled its obligation to order the guaranteed minimum quantity when the guaranteed minimum dollar value has been met.

Note: Surge Quantities are applicable to select items. See Section C for Surge and Sustainment Plan requirements, Section L for Surge and Sustainment submissions procedures, and Section M for Surge and Sustainment evaluation criteria.

C. Delivery Schedule

The Heater Tray Items will have an indefinite number of delivery orders. Delivery is FOB Destination to the DLA Depot. There is one location where these items will be shipped:

CONTINUED ON NEXT PAGE

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

- Tracy, California DDJC - (W62G2T)

Required Delivery Date is 120 Days ADO.

B-2 General Information

The effective term of the contract will contain five (5) consecutive tiered delivery periods. Each tier will be 365 days in length. The first delivery period will begin upon date of award, unless otherwise specified in the resultant contract.

B-3 Pricing

The effective period of the contract for Tier 1 will be from the effective date of award through 365 days. Tier 2 will begin after the 365th day of Tier 1 and will be the same length of 365 days. The same pattern will follow for Tier 3, 4, and 5. The performance period of the contract will end on the 365th day of Tier 5.

Note: The Heater Tray Items pricing must be made on a FOB Destination basis. The Heater Tray Items' prices will be based on the tier period an order is placed, not when an order is shipped or delivered. For example, if an order is placed during tier 2, but delivery is made during tier 3, then the prices in effect for that order will be the tier 2 prices. This also applies to components that are subject to Economic Price Adjustments.

B-4 Indefinite Quantity Contract

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

B-5 Economic Price Adjustment

TS16-23 ECONOMIC PRICE ADJUSTMENT (EPA) - UNITIZED GROUP RATION (UGR) (JUN 2017)

A. Warranties: For the portion of the schedule that is covered by this EPA language, the Contractor warrants that the unit prices included in the Schedule does not include allowances for any portion of the contingency covered by this EPA language.

B. Base unit price: The base unit prices for the purpose of the adjustment calculations under this EPA language shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only (e. g. an average of egg indices for egg products, pork belly indices for pork products, and skim milk and butterfat indices for milk products) only for the period specified under the “BASE Unit Price” column in paragraph (b) immediately preceding (i) the closing date for proposals, (if no discussions are held), (ii) the due date for final proposal revisions, (if discussions are held), or (iii) the opening date, (if sealed bidding is used).

CONTINUED ON NEXT PAGE

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

Item	EPA Component	Economic Indicator	Publication	Base Unit Price	Adj. Unit Price
Boil-In-Bag Dehy Egg Mix	Egg	National Liquid Egg, Whole, Weighted Average	USDA/Egg Market News Report/ Weekly	52 Week Period	52 Week Period

C. Adjusting unit price: The adjusting unit prices shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only for the period specified under the "Adjusting Unit Price" column shown in paragraph (b) immediately preceding the effective date the option term is exercised.

D. An established market price is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror (s); and the net price after applying any standard trade discounts offered by the Contractor. The established market price under this EPA language may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for the EPA factors subject to price adjustments under this EPA language, and the economic indicators and publications to be used are listed in paragraph (b) of this EPA language data from sources independent of the offeror(s); and the net price after applying any standard trade discounts offered by the Contractor. The established market price under this EPA language may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for the EPA factors subject to price adjustments under this EPA language, and the economic indicators and publications to be used are listed in paragraph (b) of this EPA language.

E. With respect to increases or decreases under this EPA language, no adjustment shall be made to the base term contract unit prices. One adjustment calculation shall be made annually to determine the unit prices applicable to the forthcoming option term (if exercised).

F. EPA allowance factor: For the purpose of price adjustment pursuant to this EPA language, it shall be conclusively presumed that the amount shown under "Portion Subject to EPA" represents the cost of each item that is subject to adjustment. The portion subject to EPA refers to the element of cost for each item that is outside the control of the vendor and in "Schedule B" the offerors will be required to fill in this amount. This is the only portion of the cost that will be subject to the EPA provision. The EPA provisions based on changes in market prices for product material costs such as egg, pork belly, skim milk, and buttermilk, are subject to the EPA, because there is serious doubt concerning the stability of market conditions. The balance of product costs for items such as labor, overhead, General and Administrative (G&A), transportation, and profit are those contingencies that can be included in the contract price and can be identified and covered separately through firm fixed prices. The EPA allowance factor remains fixed throughout the life of the contract unless a Government authorized change is made to the contract which affects this allowance.

G. Performance requirement: The United States Army Research, Development and Engineering Command (RDECOM) Natick Soldier Center (NSC) who prepares the specifications has moved from Military

CONTINUED ON NEXT PAGE

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

Specifications to Performance Requirements. The Government no longer states the specific amount of product (egg, pork belly, skim milk, buttermilk etc.) (a unitized group ration item) that goes into a Unitized Group Ration, only an overall amount with a protein and carbohydrate requirement. Meeting the protein and carbohydrate requirement indicates that the Contractor has put in sufficient quantities of required ingredients in the Unitized Group Ration to satisfy the requirement. (Different Contractors will put in differing quantities of egg, pork belly, skim milk, buttermilk etc. to meet the protein and carbohydrate performance requirements). This is why specific weights or quantities cannot be specified in advance in this EPA as would be used in a Military Specification and the cost for the items subject to adjustment will be entered by the Contractor in Section B. The Government performs oversight to ensure that the performance requirements are met or exceeded.

H. Adjustments shall be calculated as follows: (Round to four decimal places)

1. Compute the Adjusting Unit Price and the Base Unit Price.
2. (Adjusting Unit Price - Base Unit Price)/Base Unit Price = Market Price Change (+ or -).
3. Market Price Change X Allowance Factor = Contract Unit Price Adjustment (+ or -) for each item subject to EPA adjustment
4. The original option unit price(s) for each option will be the sum of the firm fixed price portion and the portion subject to the EPA (Allowance Factor). The adjusted unit price(s) for each option shall be determined by increasing or decreasing (as appropriate) the Allowance Factor by the Contract Unit Price Adjustment and adding that to the firm fixed price portion agreed to at the time of award for the option period being adjusted.
5. Determine the Contract Price Adjustment by computing the sum total of the price Adjustment of all items subject to EPA.

I. Price adjustments pursuant to this EPA language shall be made by contract modification showing the calculations used to derive the adjusted contract unit price.

J. Payments: Payment for items pending adjustment under this EPA language shall be at the existing unadjusted current unit price until an adjustment modification has been issued. Following issuance of an adjusting contract modification, the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the adjusted price stated in the contract modification for the applicable option period. The Contractor represents by submitting its final invoice that the total amount billed under this contract reflects all increases or decreases required or authorized by this EPA language.

K. Any pricing actions pursuant to the “Changes” clause or other provisions of the contract will be priced as though there were no provisions for economic price adjustment.

CONTINUED ON NEXT PAGE

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

L. No adjustment will be made under this EPA language unless the total change in the contract amount is $500.00 or more.

M. Upward ceiling on economic price adjustment: The total increase in any contract unit price shall not exceed 10% per annum of the original option unit prices agreed to at time of award. There is no percentage limit on downward adjustments under this EPA language.

N. Revision of market price indicator: In the event (i) any applicable market price indicator is discontinued or its method of derivation is altered substantially or (ii) the Contracting Officer determines that a particular market price indicator consistently and substantially no longer reflects market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

O. Disputes: If the parties fail to agree on an appropriate substitute market price indicator or implementation of other matters addressed by this EPA language then the matter shall be resolved in accordance with the Disputes clause of the contract.

P. Authority to add additional items to this EPA language: Paragraph (b) of this EPA language identifies 3 unique components contained in the ration. These components are selected based on historical data and may not be included in every ration. Refer elsewhere in the solicitation/contract for listing of the exact component makeup. Due to customer requirements, the Contracting Officer may add additional components to the ration. The Contracting Officer will show within paragraph (b) the additional components(s).

Q. Examination of records: The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of the clause.

R. In the event any applicable market price indicator is not published for any week(s), that week will not be included in calculating the base unit price or the adjusting unit price as applicable. For instance, if within a 52 week period an indicator is not published 4 times, the average of the 48 published prices only will be calculated. When a range of prices is provided, for the purposes of the calculations the arithmetic average of the high and low number will be calculated to determine the indicator for that period.

(End of Text)

B-6 Product Demonstration Models (PDMs)

CONTINUED ON NEXT PAGE

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

Acceptable PDMs, also referred to as approved PDMs, will be used as production standards by both the Contractor and the Government. The production lots/product-codes used as the production standards by both the Contractor and the Government must be identical. The approval of any PDM will not constitute a waiver of the requirement that all delivered product must meet all other solicitation/contractual requirements, such as but not limited to, analytical requirements, physical requirements, microbiological requirements and/or performance requirements unless specifically stated by the Contracting Officer. The offeror/contractor will be responsible for the shipment of PDM samples to DEVCOM, to DLA Troop Support, and to hold samples at the Contractor's site.

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

Initial PDM

PDMs must be submitted prior to the close of the solicitation and found to meet the standards referenced in their specifications. Item specifications can be found in section C-1. **Refer to Sections L and M for PDM submission instructions and evaluation criteria as a part of a proposal**. Offerors must warrant that product submitted under any resultant contract will conform to all packaging, labeling and packing requirements as well as analytical requirements. The Government will not accept product offered under this solicitation or produced for performance under the resultant contract that does not conform to all requirements.

New PDM (may not apply)

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

Replacement PDM

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

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

CONTINUED ON NEXT PAGE

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

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

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

Replenishment PDM

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

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

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

C-1 Item Description/Specifications

The below listed item descriptions include the required technical specification (i.e. Performance Contract Requirements (PCRs), Commercial Item Descriptions (CIDs), etc) for this acquisition.

Note: When a CID is listed as the required technical specification, the associated PKG&QAP document - if there is one - is also incorporated into the performance requirements.

8970-01-596-4514 HEATER MODULE, HEATER ASSEMBLED, HEATER TRAY, contains 1 each coated fiber-based heating tray; 1 each activation fluid unit, pre-assembled, and 1 each heater, seal-in-tray, (for Unitized Group Ration Express) PKG&QAP MIL-DTL-32235B dated 30 March 2021, MIL-DTL-32235B dated 30 March 2021, MIL-DTL-32235/4 dated 30 March 2021 w/change 01 dated 31 March 2023.

8970-01-596-4504 HEATER MODULE, BOIL-IN-BAG (BIB) EGG MODULE, contains 1 each of freeze dried/ dehydrated egg in food barrier pouch; 1 each potable water pouch; 1 each heater in barrier pouch; 1 each activation fluid pouch; and 1 each serving tray, foodservice overwrapped, and 1 each BIB Egg Module box with BIB Egg Instruction Sheet; (for Unitized Group Ration Express). PKG&QAP MIL-DTL-32235B dated 30 March 2021, MIL-DTL-32235B dated 30 March 2021, MIL-DTL-32235/3A dated 30 March 2021 w/ change 01 dated 31 March 2023.

8970-01-547-8516 PULL TABS, constructed from low to medium density polyethylene, configured w/four loading stations to support the four tray (polymeric food) one step activation; each station includes large center tooth (through which the activator tabs are assembled) and two smaller teeth (that retain the assembled activator tab) MIL-DTL-32235/4 dated 30 March 2021 w/change 01 dated 31 March 2023, PKG&QAP MIL-DTL-32235B dated 30 March 2021, MIL-DTL-32235B dated 30 March 2021.

Copies of the required technical specifications (i.e.: Performance Contract Requirements (PCRs), Commercial Item Descriptions (CIDs), etc) may be obtained upon request from:

CONTINUED ON NEXT PAGE

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

Defense Logistics Agency
DLA Troop Support
Ms. Shannon Dempsey, Food Technologist
ATTN: FTSC
700 Robbins Avenue, Philadelphia, PA 19111-5092
e-mail: substqgrouprations@dla.mil

Copies of the stated documents may also be obtained at the DLA Troop Support Subsistence Internet website located at: https://www.dla.mil/Troop-Support/Subsistence/Operational-Rations/Military-Details/

C-2 Date of Pack Requirements

Acceptance will be limited to product processed and packed subsequent to date of award of delivery order. Additionally, all shipments of components/product from a producer to destination/assembly points shall not be older than 90 days at delivery.

C-3 Additional Requirements

A. ENTRY TO PLANT

1. The Contracting Officer or any Government personnel designated by him shall be permitted entry into the Contractor's and Subcontractor's plants at any time during the effective period of the contract. Except for inspection services, the Contracting Officer shall give prior notice of the purpose of the meeting and shall furnish dates of the visit.

B. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

1. As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAR 4155.3, Veterinary Medical and Inspections of Subsistence Supplies and Services, DLAD 52.246-9044, "SANITARY CONDITIONS (APR 2014), 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 Directorate, 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 GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by U. S. Army Medical Command Veterinary Services Directorate will be routed through DLA Troop Support- FTW Food Safety Office 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, US Army Veterinary Services.

C. FOOD DEFENSE PLAN

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

1. Currently, all DLA Troop Support Subsistence contracts have a requirement for submission and implementation of some type of Food Defense Plan at each contractor facility. As a result of increased risk for the potential of intentional food tampering the plan shall describe (in general terms) the type of preventive measures that are taken or will be taken to reduce Food Defense Plan vulnerabilities and to protect the food intended for DLA Troop Support's customers at CONUS and OCONUS locations. The plan must include preventive steps taken to safeguard product from intentional tampering/contamination during all stages of receipt, production, storage, assembly, delivery, and shipment. Areas of concern listed in this checklist must be addressed in the plan. The Food Defense Plan will be received, reviewed, rated, and kept on record in the Quality Audits & Product Protection Branch (DTA Troop Support-FTSB). Note: Points will be deducted for not responding to a question with a YES, NO, N/A or for not providing the information requested (e.g., establishment registration information). To download a copy of the DLA Troop Support Food Defense Checklist go to https://www.dla.mil/Troop-Support/Subsistence/Food-Safety/Food-Quality/ or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Product Protection Branch (DLA Troop Support-FTSB). The Quality Audits Food Defense Branch (FTSB) is the only DLA/DLA Troop Support office authorized to receive, review and approve Food Defense Plans. ALL Food Defense Plans and QSPs are maintained and secured by FTSB.

D. INTEGRATED PEST MANAGEMENT

1. The procedures contained in the “Integrated Pest Management (IPM) Program Requirements for Operational Rations,” of 15 November 2017 are required and apply to all Operational Rations components. Each contractor is to have an IPM program in place prior to the initiation of production of Government product. The IPM plan is required to be submitted to DLA Troop Support upon submittal of proposals. Associated pesticide labels and SDS documents are not required but are to be made available upon request by DLA Troop Support. The contractor shall have those documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. In addition, evidence of an insect or rodent infestation, or contamination involving any end item will be cause for rejection of the involved lot. IPM program requirements can be found on the DLA Troop Support website at: https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_ipm-cpaf_171120.pdf

E. CURRENT GOOD MANUFACTURING PRACTICES IN MANUFACTURING, PACKAGING OR HOLDING HUMAN FOOD

1. Compliance with the provisions contained in Title 21, Code of Federal Regulations Part 110 “Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food,” and all regulations referenced herein, is required. In addition, the contractor is required to comply with all with the provisions contained within specific parts of the Code of Federal Regulations. For example, low-acid canned food manufacturers, Part 110 and 113 are applicable.

F. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

1. As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAR 4155.3, Veterinary Medical and Inspections of Subsistence Supplies and Services, DLAD 52.246-9044, "SANITARY CONDITIONS (APR 2014), and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will

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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 Directorate, 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 GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by U. S. Army Medical Command Veterinary Services Directorate will be routed through DLA Troop Support- FTW Food Safety Office 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, US Army Veterinary Services.

Sanitary Conditions

2. Food Establishments

a. All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the MEDCOM 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/DoDApprovedFoodSources.aspx). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

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

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

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

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 https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

v. Fish, fishery products, seafood, and seafood products may be supplied from establishments listed 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: seafoodinspection.nmfs.noaa.gov). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

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

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

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

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

c. 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.

d. 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.

e. 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.

3. Delivery conveyances

a. 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.

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

SECTION D - PACKAGING AND MARKING

D-1 PACKAGING: If applicable, preservation, packaging, etc. furnished by suppliers shall meet or exceed the following requirements:

Unit packages shall be designed and constructed so that the contents of each package shall be protected from damage during shipment and storage. Unit packages shall also be able to withstand subsequent handling. Unit packs

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SECTION D - PACKAGING AND MARKING (CONTINUED)

susceptible to corrosion or deterioration shall be protected by preservative coatings. Items requiring protection from physical damage, or which are fragile in nature (i.e., glass) shall be protected by wrapping, cushioning, etc. or other means to mitigate damage during handling and shipment. If screw caps are used, they shall be secured to the bottles with a band of plastic shrink film or plastic tape. All bottles shall be hermetically sealed (inner seal) and secured to withstand any position in the shipping container without leaking.

D-2 LABELING: If applicable, labeling for unit and intermediate containers shall meet those used in the commercial distribution or over the counter retail sales. The labeling shall be sufficient to clearly and visibly identify the contents of the package. All markings must comply with the applicable laws as set forth by the Federal Food Drug and Cosmetic Act and regulations promulgated there under.

D-3 PACKING: If applicable, the shipping container (including any necessary blocking, bracing cushioning or waterproofing) shall comply with the regulations of the carrier used and provide safe delivery to the destination point at the lowest possible tariff cost. It shall be capable of multiple handling and storage under favorable conditions for a minimum of one year.

D-4 UNITIZATION: Unit loads shall have the shipping containers arranged on a 40 inch by 48 inch commercial wood or plywood four-way entry pallet, or on a 48 inch by 40 inch Grocery Manufacturers of America wood four-way entry pallet. The load shall be bonded with non-metallic strapping, shrink or stretch film, or others means that comply with carrier rules and regulations applicable to the mode of transportation (adhesive bonding is not acceptable).

Bonding material shall secure the load to the pallet to form a consolidated, stable cargo which can be handled as a unit. For example, when strapping is used to secure the load, the straps shall pass under the top deck boards of the pallet. When stretch or shrink film is used, it must be applied low enough on the pallet to secure the load to the pallet. The unit load height shall not exceed 50 inches.

Inspection of unit loads shall be in accordance with classification Type III, Class G of DLA Troop Support Form 3507 of April 2014 entitled “Loads, Unit: Preparation of Semi-perishable Subsistence Items.”

NOTE: The unit load dimensions are 40 inches in length by 48 inches in width and 50 inches in height

These dimensions are exact and can be no larger than what is specified. No overhang is permitted.

REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

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

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SECTION D - PACKAGING AND MARKING (CONTINUED)

ISPM 15 whenever WPM is used to ship DoD cargo.

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

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

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

D-5 MARKING OF SHIPPING CONTAINERS AND MARKING OF UNITY LOADS:

All Shipping Containers and Unit Loads shall be clearly marked, in accordance with DLA Troop Support Form 3556 entitled “Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semi-perishable Subsistence, dated April 2014, with the following information on two adjacent sides of the load with the largest characters possible as follows:

Unitized Ration Component

National Stock Number

Item Name

Date of Pack and Lot Number

Number of Shipping Containers per Pallet

Contract Number

Contractor's name and Address

Inspection Test Date (ITD)

Note: For the Inspection Test Date, the expected shelf life is found in the applicable solicitation/contract. To calculate the ITD, add the shelf life value to the month/year date of pack.

Example, if the Date of Pack is June 2024, and the shelf life is 36 months (3 years), then the ITD is computed as follows: 6/24 + 3 years = 6/27. If labels are used, they shall be permanently affixed with water-resistant adhesive tape.

Shipments without the appropriate Shipping Container and Unit Load Markings will be rejected and returned to origin, or at the Contracting Officers discretion, reworked at a labor rate determined by the destination activity (not DLA Troop Support).

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

SECTION E - INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

NOTE: FAR Clauses 52.246-2 and 52.246-11 are applicable to this solicitation/contract and shall be cited to properly enforce the Higher-Level Contract Quality requirements.

NOTE: Those quality assurance provisions (product, packaging, packing, and regulatory requirements, procedures, and inspections) specified in Part E of this solicitation/contract, and, as amended/modified by this solicitation/ contract, those quality assurance provisions specified in the applicable component's technical requirements documents (e.g., MIL-PRF- 44073, Performance-based Contract Requirements (PCR), Packaging and Quality Assurance Provisions (PKG&QAP)) are required for contractor and for 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).

The following procedures will be used for inspection and acceptance. If there is a conflict between the inspection and acceptance procedures stated hereafter and those stated in Provision 9023 General Inspection Requirements, then the procedures cited in addition to the Provision 9023 General Inspection Requirements provision in the following inspection and acceptance procedures shall control. The inspection and acceptance procedures shall be as follows:

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.

Where contractor end-item inspection is required, the contractor must select for end item examination, as a minimum, the same number of samples selected by the Government for end item inspection.

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

E-1. Quality Assurance Requirements for Ration Component Production Plants and Ration Sub Assembly and Assembly Plants.

E-1-A. Higher Level Quality Requirements - Documented Quality Systems Plan (QSP)

The contractor shall model the documented QSP after ISO/ANSI/ASQ 9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQ 9001. The contractor shall identify the quality standard used to model their QSP. If the contractor proposes an alternate (i.e., non-standard) process control system, this shall be clearly stated in the QSP. Some contractors may have third party certification of their quality system, which the private sector devised to administer the ISO series standards. However, certification by any third party, to include Government certifications, is not required. Whether or not contractors want to use third party certification is completely optional on their part. Although certification information may be provided as documentation and evidence to support the system proposed by the contractor, third party certification/ registration documentation is not a substitute for government quality assurance with regard to components used in the operational ration programs. Regardless of the standard or non-standard document used to model the documented QSP, the documented QSP shall address, at a minimum, the following elements (within each section of the element the contractor shall provide the information and address the questions, as applicable, listed in Operational Rations Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline):

QSP General Outline

I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN

1. Management Responsibility
2. Quality Systems

II. TRAINING

III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS

1. Document and Data Control
2. Control of Quality Records

IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT (IAW NCSL Z540.3 or ISO 10012)

V. CONTROL AND PROTECTION OF PRODUCT

1. Handling, Storage, Packaging, Preservation, and Delivery Program
2. Product Identification and Traceability Program
3. Inspection and Test Status and Records
4. Control of Nonconforming Material/Product

VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER SUPPLIED PRODUCT (Government Furnished Material)

1. Contract Review

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

2. Purchasing

3. Control of Customer-Supplied Product

VII. RECEIPT INSPECTION AND TESTING

VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:

1. Manufacturing Process Control Techniques (MPC QAP)

2. Statistical Process Control Techniques (SPC QAP)

IX. REGULATORY CONTROLS

1. General Regulatory Requirements (as applicable to the plant USDA-FSIS, FDA, GMP, HACCP, SSOP, USDA-Dairy, etc.).

2. Integrated Pest Management and Sanitation Programs*

X. END ITEM INSPECTION AND TESTING (IAW product/material specifications/documents and ANSI/ASQ Z1.4)

XI. INTERNAL AUDITS

1. Audit Schedule

2. Performance of Internal Quality Audits

3. Documenting and Reporting of Audit Results

XII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM

1. Corrective Action

2. Preventative Action

XIII. IMPROVEMENT

1. Customer Satisfaction

2. Improvement

***Integrated Pest Management Plan (IPM) and Contractor Sanitation Program**: The contractor's IPM Plan is a stand-alone document that must be submitted and reviewed by DLA Troop Support's Entomologist. The questions concerning the facility's IPM listed in Section IX Regulatory Controls, Area 2 of the Quality Systems Audit Workbook I must be addressed within the QSP. Both the IPM Plan and Sanitation Program (Contractor Sanitation Program-Operational Rations, November 2015) must be in place at time of award and shall be made available for onsite review. https://www.dla.mil/Troop-Support/Subsistence/Food-Safety/Food-Quality/.The questions concerning the facility's IPM listed in Section IX Regulatory Controls, Area 2 of the Quality Systems Audit Workbook I must be addressed within the QSP. Both the IPM Plan and Sanitation Program (Contractor Sanitation Program- Operational Rations, November 2015) must be in place at time of award and shall be made available for onsite review.

The documented QSP will be evaluated by the Operational Rations Quality System Audit Team (composed of DLA Troop Support-FTSB Quality Systems Auditors). Government personnel will use the Operational Rations Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline (in conjunction with the standard or other

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

document identified in the contractor's QSP) as the basic framework against which they will evaluate QSPs. Workbook I was developed to standardize the evaluations of documented QSPs (developed using ISO/ANSI/ASQ 9001, other recognized industry quality standards, or a non-standard contractor's specific process control system) submitted by contractors for the purpose of demonstrating their capability to meet the higher-level contract quality requirements using any of the aforementioned documents and for the contracting officer to assess a contractor's capability to meet the contract requirements.

NOTE: The QSP rating will be determined and assigned by DLA Troop Support-FTSB's Quality Systems Auditors.

Offerors/Contractors can request a copy of Workbook I by contacting the applicable contracting officer. Workbook I is also available online in PDF format at the following website: https://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.

DLA Troop Support will recognize a contractor's quality system whenever it meets the contract requirements, whether the quality system is modeled on military, commercial, national, or international quality systems standards. The design and implementation of a QSP will be influenced by the varying needs of a company, its particular goals and objectives, the products produced, and the processes and specific practices employed in the operation. The intent of the requirement is for contractors to improve process capability and process control which, when used effectively, can result in a prevention-oriented approach rather than a detection approach that will improve product quality and lower cost through the use of a single quality system in any contractor facility.

A documented QSP is required when a contract references or requires a contractor to perform under the higher-level contract quality requirements. Contractors are responsible for complying with the quality system requirements set forth in their documented QSP in addition to all detailed requirements cited in the contract and for furnishing products that meet all requirements of the contract. Contractors are required to establish, document, submit for Government review, and maintain a quality system as a means of ensuring that product conforms to the requirements of the contract. The documented QSP shall include the quality system procedures and outline the structure of the documentation used in the quality system. When the requirements of the Statistical Process Control Quality Assurances Provision (SPC QAP) and/or the Manufacturing Process Controls and In-Process Inspection Quality Assurances Provision (MPC QAP) are applicable, these requirements must be addressed under the In-Process and Process Inspection and Testing section of the documented QSP. Redundant areas/requirements (cited in the MPC or the SPC QAPs) need only be addressed once in the QSP. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of NCSL Z540.3 or ISO 10012.

The Higher-Level Contract Quality Requirements, Manufacturing Process Controls (MPC), and Statistical Process Controls Quality Assurance Provision (SPC QAP) apply to all food components and Sub Assembly and Assembly Operations, except as indicated below:

A. The following items are exempt from the Higher-Level Contract Quality Requirements, MPC QAP and the SPC QAP (No QSP required):

1. Accessory package components (except for RNC beverage contract items). The ACR provides the list of accessory components.
2. Condiments (even if packaged in laminated barrier pouches): hot sauce, ketchup, mayonnaise, mustard, etc.
3. Bulk packed food component items: Bulk packed, as used in this paragraph, means product in compliance with the *Bulk Packed Component Item Qualification Requirements* located in Section E Attachments of this solicitation/contract, and applies to product that is packed for transportation in accordance with local, state, and federal requirements, and received for the purpose of its finished product packaging. **NOTE: The prime**

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

contractor is not prohibited from requiring, on their own accord, a QSP from their subcontractors for all products.

B. A QSP is required but **SPC techniques are optional** for the following items: beverage bases, cheese spreads, cookies (CID A-A -20295), dairy component powders (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, etc.), nut fruit mixes, peanut butter, peanut spread, jellies/jams/preserves, and bulked-packed items that are individually packaged by an assembler/packer in military packaging (laminated barrier pouches). However, note that this does not prohibit the prime contractor from, on their own accord, requiring SPC techniques from their subcontractors for all products.

NOTE: TO THE EXTENT OF ANY INCONSISTENCY BETWEEN THE CONTRACT OR ITS GENERAL PROVISIONS AND A CONTRACTOR'S QSP AND/OR IMPLEMENTED QUALITY SYSTEM, THE CONTRACT AND THE GENERAL PROVISIONS SHALL CONTROL.

a. The QSP shall be submitted to DLA Troop Support-FTSB, through the Contracting Officer, for review no later than at time of bid submittal to determine if the QSP meets the acquisition needs. The QSP shall be DOCUMENTED, DATED, AND SIGNED BY A RESPONSIBLE COMPANY OFFICIAL and WILL BE DISTRIBUTED UNDER COMPANY LETTERHEAD TO THE ADDRESSEES BELOW:ONE COPY SHALL BE MAILED ELECTRONICALLY **(AT TIME OF BID SUBMITTAL)** TO:

Send ELECTRONICALLY MAILED OFFER to:
ATTN: James Kahn (james.kahn@dla.mil)
Thomas Haley (thomas.haley@dla.mil)
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT

C. AFTER CONTRACT AWARD ONE COPY SHALL BE MAILED **PRIOR TO THE INITIATION OF PRODUCTION** TO EACH OF THE **FOLLOWING** USDA-AMS OFFICES as applicable:

1. USDA-AMS OFFICES: When USDA-AMS is responsible for performing Government source inspection at a ration facility one copy shall be mailed to each of the following USDA-AMS offices:

a. OPERATIONAL RATIONS SECTION

ATTN: Anthony Foresi

1400 Independence Ave, SW

Room 1536, South BLDG

Washington, DC 20250-0247

b. USDA-AMS INSPECTION AREA OFFICE: The contractor/subcontractor shall contact USDA-Contract Services Branch (202-720-5021) for the applicable area office address (College Park, GA; Covina, CA; Hunt Valley, MD; North Brunswick, NJ; South Bend, IN; Richmond, VA; Oshkosh, WI; Stockton, CA; Winter Haven, FL: Yakima, WA, etc.).

2. USDA-AMS IN-PLANT INSPECTOR/GQAR: When a Government (USDA-AMS) inspector is assigned to perform Government source inspection at a contractor/subcontractor facility, one copy shall be **personally delivered to the Government inspector prior to the initiation of production.**

3. U.S. ARMY VETERINARY SERVICES VETERINARY FOOD INSPECTION PERSONEL: When

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Veterinary Food Inspectors (VFIs) are responsible for performing Government source inspection at operational rations assembly plants, one copy shall be personally delivered to the resident VFI/GQAR prior to the initiation of production/assembly. The contractor/subcontractor shall contact USAPHC for questions regarding VFI's inspection services:

a. U.S Army Medical Command, Veterinary Services Directorate

ARMY PUBLIC HEALTH CENTER
VETERINARY SERVICES PORTFOLIO
Attn: MCHB-IP-VF
CHIEF, OPERATIONAL RATIONS
5158 BLACKHAWK ROAD BLDG. E5158
ABERDEEN PROVING GROUND, MD 21010-5403

4. DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA): When DCMA inspectors are responsible for performing Government source inspection at the flameless ration heater (FRH) manufacturing facility, one copy shall be personally delivered to the resident Government QAR prior to the initiation of production. The contractor/subcontractor shall contact the applicable DCMA office for inspection services:

a. DCMA GARDEN CITY
605 STEWART AVE.
GARDEN CITY, NY 11530-4761
b. DCMA DAYTON
1507 WILMINGTON PIKE DAYTON, OH
45444-5300

Aforementioned Government inspection personnel and In-Plant Government QARs shall e-mail, or mail (via priority mail) their evaluations and comments regarding the contractor's QSPs and/or QSP's revisions, **within 20 calendar days** from the day of receipt of the QSP/revision.
Failure to submit comments within the suspense date may result in DLA Troop Support-FTSB Quality Systems Auditors not including the applicable inspection agency's comments in Government QSP joint evaluations. In-Plant Government QARs are also required to report quality systems noncompliance within **one working day** using the Corrective Action Request (CAR) Form. Use the current DLA Troop Support-FTSB's group mailbox (SubsistenceQualitySystems@dla.mil) or mail to the following address (preferred and most expeditious method is via E-mail):

Send MAILED OFFER to:

ATTN: FTSB Operational Rations Quality Systems Audit Team
DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

During the Acquisition Phase (prior to contract award): A QSP must be submitted as part of an offeror's proposal. In order to be eligible for award, the QSP must receive an acceptable rating by DLA Troop Support-FTSB.
After the Acquisition Phase (after contract award): The contractor can submit changes to improve the plan throughout the life of the contract. DLA Troop Support-FTSB Quality Systems Auditors evaluate, assign QSP ratings, and approve or disapprove changes to the QSP.
Procedures or changes to a QSP that may involve a change to a specific contractual requirement (cited in the contract TDP/ items specifications/CID/) must be coordinated and approved by the Contracting Officer. To

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

expedite the evaluation process, all QSP changes **(that do not involve a specific contractual change) shall be simultaneously** provided to the In-Plant GQAR and a copy E-mailed, or mailed to DLA Troop Support-FTSB and each applicable office for their review.

To expedite the evaluation process, all QSP changes **(that do not involve a specific contractual change) shall be simultaneously** provided to the In-Plant GQAR and a copy E-mailed, or mailed to DLA Troop Support-FTSB and each applicable office for their review.

Implementation, compliance, effectiveness, and continuous improvement of the QSP (implemented quality system) and the Food Defense Plan will be monitored by on-site quality systems compliance audits conducted throughout the life of the contract by the Operational Rations Quality Systems Audit Team and evaluations/internal audits conducted by the In-Plant Government QARs. If a contractor fails to submit an acceptable QSP or copies of their QSP's revisions to the Government for review or does not comply with other requirements of the contract, the Government may decline to perform verification acceptance inspection at that time and/or refuse to accept any product produced in accordance with FAR 46.102 and 46.407. Additionally, the Government may also withdraw the acceptance of a QSP during the contract period if it is determined that the contractor has not implemented, complied with the documented QSP, or the implemented quality system is not sufficient to meet minimum contractual requirements.

NOTE: DLA Troop Support-FTSB and/or the Government QARs shall immediately notify the Contracting Officer of <u>ALL</u> noncompliance to specific contractual requirements. DLA Troop Support-FTSB will notify and/or obtain contracting officer's support/involvement when a contractor fails to comply with the approved documented QSP requirements or fails to respond to quality systems deficiencies noted during an on-site compliance audit or evaluations/audits conducted by In-Plant Government QARs.

The offeror/contractor agrees to maintain current, and make available, all documents and/or records required by the documented QSP for Government review at any time throughout the life of the contract and for three years after final delivery on the contract (to include any documents/records maintained by any subcontractor used by the prime contractor to fulfill a Government contract).

NOTE: The procedures of how a contractor intends to comply with the requirements of the MPC QAP or the SPC QAP, as applicable, shall be covered in the In-Process and Process Inspection and Testing Section of the contractors' documented QSP/Quality Manual. If the contractor uses a different/numbering system than the Section/Element number cited in the TDP, the contractors should cross-reference each applicable section of their QSP.

FOOD DEFENSE PLAN (FDP). The DLA Troop Support Subsistence Directorate provides world-wide 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 ensure steps are taken to prevent the deliberate tampering and contamination of Operational Rations.

As the holder of a contract with the Department of Defense, the Contractor should be aware of the vital role they play in supporting our customers. It is incumbent upon the Contractor to take all necessary actions to secure product produced for and delivered to all DLA customers. The Government strongly recommends that all firms review their food defense plans relating to plant security and security of the products produced in light of the heightened threat of terrorism, and secure product from intentional adulteration/contamination.

All DLA Troop Support Subsistence contracts have a requirement for submission and implementation of a stand-alone Food Defense Plan (FDP) at each contractor facility. The Contractor shall comply with its Food Defense Plan (as submitted as the Food Defense portion under this contract solicitation) to prevent product tampering and contamination and assure overall plant security and food safety. The Contractor must take all practicable measures that are within its control to deter or prevent tampering or contamination of supplies provided for under this contract solicitation. The Contractor must 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.

Food Defense Plans will be evaluated to ensure compliance with the DLA Troop Support Food Defense Checklist.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

All areas of concern listed in the DLA Food Defense Checklist must be addressed within the FDP.
Points will be deducted for not addressing each element listed in the DLA Troop Support Food Defense Checklist, or by not providing the information requested (e.g., establishment registration information). A copy of the FD Checklist is available online to download at the web address: https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.pdf or through the applicable Contracting Officer.
The Food Defense Plan may be modified at any point prior to contract start-up/implementation or during the period of performance. Whenever a change is made to the Food Defense Plan, it shall be submitted to the Contracting Officer for evaluation.
DLA Troop Support-FTSB will conduct Food Defense Audits/reviews during Compliance Audits and/or other visits to verify the implementation, compliance, and effectiveness of the firm's Food Defense Plan. For each new contract solicitation, a current FDP shall be submitted to the Contracting Officer for evaluation.
NOTE: If more than one facility under direct control of the contractor will be used to produce and/or store product, a separate Food Defense Plan for each facility must be submitted. A completed DLA Troop Support Food Defense Checklist, by itself, is not a Food Defense Plan but may be included as part of the Plan.

E-1-B. The following is applicable to this contract:

QUALITY ASSURANCE PROVISION

MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS

This provision supplements process control guidance of the International Organization for Standardization (ISO)/ American National Standards Institute (ANSI)/American Society for Quality (ASQ) 9000 Series standard, or equivalent standards with process controls, and is applicable when the contract requires a higher-level quality system in accordance with Federal Acquisition Regulation (FAR) 46.202-4. The Contractor shall:

(a) Ensure that all manufacturing operations are carried out under controlled conditions which will adequately assure that product characteristics and criteria specified by contract are achieved and maintained in the produced item. Controlled conditions include documented process control and in-process inspection procedures, adequate methods for identifying and handling material, and adequate production equipment and working environments.

(b) As a minimum, perform inspections, examinations and/or tests, during manufacturing on those product characteristics which cannot be inspected at a later stage, and ensure that process controls are implemented and effective.

(1) Manufacturing processes shall be evaluated to determine which process characteristics have an effect on the quality of the produced item. These manufacturing processes shall be identified and requirements for their control shall be specified in written process control procedures.

(2) When in-process inspection of material is not practical, control by monitoring processing methods, equipment, and personnel shall be provided. Both in-process inspection and process monitoring shall be provided when control is inadequate without both.

(3) Prompt corrective action shall be taken when noncompliance or out of control conditions occur.

(c) Clearly identify each in-process inspection and process control point at appropriate locations in the manufacturing operation.

(d) Prepare clear, complete, and current written procedures for:

(1) Each in-process inspection. Identify: the type, frequency, and amount (sampling plan/100 percent) of inspection; product characteristics to be inspected; criteria for approving and rejecting product;

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

the record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.

(2) Each process control. Identify the criteria, frequency, and records used verifying control of the process.

(3) Assessing the adequacy of in-process inspections and process controls. The Contractor's quality organization shall assure by periodic surveillance that procedures are followed and are effective. Records of this surveillance will be maintained.

(e) Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract. The Government is under no obligation to perform verification inspection or to accept product produced under the contract until the Government has received acceptable written procedures, and has been afforded the opportunity to evaluate the inspection system. Acceptance of the Contractor's inspection system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the Contractor. Periodic evaluations of the system may be made by the Government throughout the life of the contract.

E-1-C. The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract:

QUALITY ASSURANCE PROVISION
STATISTICAL PROCESS CONTROLS
DLA Troop Support FT-12-001

The requirements of this QAP shall be addressed in the Documented Quality System Plan (QSP) when applicable. Redundant areas/requirements cited in this QAP or the MPC Provision need only be addressed once in the In-Process and Process Inspection and Testing Section and/or other applicable section of the contractors' documented QSP/ Quality Manual. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to end item contractual requirements. Therefore, the techniques (SPC/MPC) selected to control the processes shall be those that can best and most effectively/efficiently control the characteristics identified and provide the best assurance that the system implemented will consistently produce product conforming to contractual requirements. If the contractor uses a different/numbering system than the Section/Element number cited in the TDP, the contractor's QSP should cross-reference each applicable section/element of their QSP.

I. <u>General Requirements</u>:

A. The offeror/contractor agrees to manage and improve process performance through the evaluation of the quality of the product at the prime contractor and, when required by contract, at subcontractor facilities, using SPC techniques or MPC techniques.

B. Minimum criteria are established in the American Society of Quality (ASQ) standards B.1, B.2 and B.3 (formerly the ANSI standards Z1.1, Z1.2, and Z1.3). Alternate SPC techniques such as short run methods are also allowed where applicable.

C. This QAP applies to all work performed at the prime contractor and, when required by contract, at subcontractor facilities. However, in those instances where it is not required of the subcontractor by contract, it does not prohibit the prime contractor from requiring it from their subcontractor of their own accord.

D. The implementation of SPC techniques (or alternate MPC techniques) and procedures shall be prepared in accordance with this provision and included in the documented QSP. Each offeror shall address the requirements of this QAP in their documented QSP (Section/Element VIII) and included with the

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proposal, when applicable. Failure to do so may result in rejection of the offer.

NOTE: Changes/revisions/updates for review must be in final format, well identified, organized, dated, and as applicable approval signatures of authorization to facilitate posting to the QSP.

II. <u>SPECIFIC REQUIREMENTS</u>:

A. The offeror shall identify the characteristics to be controlled using SPC techniques (or the alternate MPC techniques). Application of SPC techniques shall be considered for all characteristics identified by performing pareto analysis on the defects from previous production, or projection of potential defects in future production, to discern the vital few and repetitive type failures from the trivial many. Additionally, offerors are encouraged to calculate quality costs to assist in determining what characteristics or processes to control statistically (QSP Element XIII). These defects, and all other characteristics identified by the offeror from process capability studies on current production, shall be subject to the application of SPC techniques or other analyses. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to end item contractual requirements. In addition to the characteristics identified by the offeror, the following characteristics will be controlled using SPC techniques, MPC techniques, or other alternate controls methods deemed appropriate and effective in controlling the processes. Alternate controls to SPC and MPC must be clearly identified and explained in detail in the In-Process and Process Inspection and Testing Section of the contractors' documented QSP/Quality Manual. **The description of SPC or MPC techniques shall be sufficient to allow a reviewer unfamiliar with the item or the contractor's production operation to properly assess the applicability of the control measures/ techniques being proposed.**

1. **For Thermostabilized, High-Pressure Processed, Freeze-Dried, or Hot Filled Items:** (1) Laminated barrier pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.), (2) Polymeric tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) and (3) All thermostabilized items - the critical control points of the process schedule as determined by the contractor's Processing Authority and critical control points of the retort process schedule. The critical control points, other control points, and the contractor's Processing Authority shall be clearly identified in the Regulatory Controls Section and/or the In-Process and Process Inspection and Testing Section of the contractor's QSP, as applicable.

2. **For Water Activity Stabilized Items:** (1) Laminated barrier pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.), (2) Polymeric tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) and (3) All water activity-stabilized items - control of water activity, and oxygen scavenger placement. The control points shall be clearly identified in the In-Process and Process Inspection and Testing Section of the contractor's QSP.

3. **Flameless Ration Heater (FRH):** The FRH chemical formulation and those processes that affect the formulation, performance, and the packaging (including over-wrapped FRH) of the FRH. The control points shall be clearly identified in the In-Process and Process Inspection and Testing Section of the contractor's QSP.

4. **Assembly Operations:** The use of SPC and/or MPC techniques is required. However, the Assembler shall determine application of SPC/MPC techniques for the assembly and sub

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

assembly processes by performing a Pareto analysis. **NOTE: The assembler shall identify the type of controls (MPC, SPC, or both) being applied for each process identified. The control points for the assembly and subassembly processes shall be clearly identified in the In-Process and Process Inspection and Testing Section of the Assembler's QSP.**

5. For Other Items SPC techniques are optional.

(a) The SPC and MPC techniques (or combination of both) will be reviewed as part of the documented QSP for the firm or firms eligible for award.

(b) SPC Program: The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) shall be covered in the applicable section of the contractor's QSP. For characteristics as designated by the Offeror and/or the Government to be controlled using SPC or MPC techniques as indicated above, the QSP, as a minimum, must address the following:

The QSP must identify and define each in-process control point (IPCP) and/or process control point (PCP) in sequence in relation to the production, subassembly/assembly flow or chain of events (from weighing/mixing/batching of ingredients/materials, packaging, to final product); clearly identify the control technique selected (SPC/MPC or combination) to control each process identified; the number of samples selected, location of sample selection, and frequency of sampling at each IPCP and PCP identified; include procedures that describe the production/assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item); and identify documents that are the basis for the SPC/MPC program including internal audits, textbooks, standards, and/ or Government documents.

(c) Structure (policy/scope): The QSP shall identify the contractor's policy for applying SPC and the contractor's goals and commitments regarding SPC and continuous process improvement. The contractor may also discuss alternatives to SPC techniques (MPC techniques or other control techniques) that have successfully reduced/prevented the production of defects. Information must be covered in the Management Responsibility and Quality System Design Section I of the QSP or other applicable section of the contractor's QSP.

(d) SPC Training: Information must be covered in the Training Section of the QSP or other applicable section of the contractor's QSP.

(e) Vendor/Subcontractor/Purchase Controls: Information must be covered in the Contract Review, Purchasing, and Customer-Supplied Product of the QSP or other applicable section of the contractor's QSP.

(f) Manufacturing Controls: (IAW Quality Assurance Provision, Manufacturing Process Controls and In-Process Inspection as applicable). The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) should be covered in the applicable section of the contractor's QSP (for characteristics as designated by the Offeror and/or the Government to be controlled using SPC or MPC techniques as indicated above): The QSP must clearly identify the control technique selected (SPC/MPC or combination) to control each process identified. Must include procedures that describe the production/assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item).

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(g) Statistical Process Control Procedures (General): The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) should be covered in the applicable section of the contractor's QSP (for characteristics as designated by the Offeror and/or the Government to be controlled using SPC or MPC techniques as indicated above):

1. Criteria for Using SPC Techniques: How the contractor determined which processes were appropriate for use of SPC or MPC techniques; process capability studies (application); types of charts used and rationale for use; and computer hardware/software used for SPC (if applicable).

2. SPC Auditing and Review Procedures: This information must be covered under the Internal Audit Section or other applicable section of the contractor's QSP

3. SPC Records. How the following records apply/correlate to the SPC program: Incoming inspection, manufacturing inspection, subcontractor inspection, internal and external failure reports, corrective action reports, control charts, scrap and rework reports, lessons learned, recommendations and feedback, etc. The information must be included in the In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable), the Document and Data Control and Control of Quality Records Section of the QSP or in the applicable section of the contractor's QSP.

(h) When the documented QSP is rated acceptable and the system implemented is effective in consistently producing conforming product, the contractor may qualify for Government verification skip-lot inspection (Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government Verification Inspections for Operational Rations). The Government reserves the right to return to the original acceptance sampling requirements if Government source inspection is waived, skip-lot is not in the best interest of the Government or for other causes as indicated in the procedure. The documented QSP shall be documented, dated, and signed by a responsible company official, and will be distributed under company letterhead as indicated in preceding paragraph “Higher Level Requirement - Quality Systems Plan (QSP)". The contractor is required to incorporate the requirements of this SPC QAP in the In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) of the QSP or other applicable sections of the contractor's QSP.

E-1-D. The contractor's documented QSP and implemented Quality Systems are to be verified by the in-plant Government QAR's/inspectors, when Government source inspection is required, in accordance with the DLA Troop Support Operational Rations Documented QSP Evaluation Guideline- Workbook I, the regulations/and file codes of the respective inspection agency, and the particular requirements detailed in the contract.

E-2. Particular Requirements for Ration Assembler

E-2-A. The word "contractor" as used herein, shall mean the ration assembly/sub assembly contractor to which this contract applies.

E-2-B. The contractor will have a quality assurance program that supports continuous improvement in accordance with paragraph E-1 above and the particular requirements applicable to the MRE outlined herein for the final assembly of the MRE ration, the unit packaging of food components, accessory bags and menu sub-assembly pack bags.

E-2-C. Government verification inspection and testing (conducted by the Government Quality Assurance Representative (GQAR) or Government laboratory) shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the contracting officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless the contractor's lot submittal package (inspection/test results-

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

including analytical testing) provided to the GQAR indicates conformance to ALL contractual requirements.
E-2-D. Government verification inspection may be accomplished by utilizing smaller sample sizes provided sampling plans utilized do not increase producer's sampling risk as assessed by applicable (ASQ/ANSI Z1.4) operating characteristic curves. Contracting Officer approval must be obtained prior to skip lot and/or reduced inspection.
E-2-E. When Veterinary Food Inspectors (VFI), representatives of the U.S. Army Veterinary Services, are designated cognizance for the support of the Government's quality assurance requirements, the responsibilities and authorities cited in the regulations, command policies, etc. of the respective agency and those regulations, command policies, etc. to which that agency is subject, are applicable to the contract in conjunction with the quality assurance requirements of the contract.
E-2-F. VFI inspection is required for the sub assembly packaging, at the assembly plant, of ***bulk-packed component items*** that are individually packaged by an assembler/packer into military packaging (laminated barrier pouches), accessory bags, menu sub assembly pack, and MRE final assembly, i.e., MRE menus and final cases. When the sub assembly packaging of the aforementioned products occurs at a location not under the supervision of the Veterinary Food Inspector, the process shall be under the requirements of contractor-paid USDA-AMS, SCI Division inspection. When *dairy component products or non-dairy creamer* (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, puddings, granolas with milk and fruit, ice cream sandwich, etc.), are packaged into finished product at the assembler's plant, in-process and final inspection will be under the requirements of contractor-paid USDA-AMS, SCI Division inspection. 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. The regulations, file codes, inspection manuals, inspection procedures, etc. of the respective inspection agency are applicable to the contract in conjunction with the quality assurance requirements of the contract.
E-2-G. Plan for the Inspection Job (PIJ)

(A) Prior to initiating production of supplies, the contractor must furnish information to and cooperate in the completion by the GQAR of DSCP Form 3587 (Plan for the Inspection Job (PIJ)) or a PIJ document of a form acceptable to the GQAR. The DSCP Form 3587 or PIJ document shall include, but not necessarily be limited to, the data or information necessary to complete and finalize the DSCP Form 3587 and sub-part (B.) of this part of sub-section E-2, and which shall address procedures for supplying the GQAR with information necessary to maintain the GQAR's Critical Defect Log and informing the GQAR of Contractor's response to meeting or exceeding critical defect action levels/process averages documented in the contractor's Quality Systems Plan. A copy of Form 3587 may be found at https://www.dla.mil/TroopSupport/Subsistence/OperationalRations/qapubs/

(B) The PIJ prepared by the QAR is deemed complete and approved for the production of supplies as described therein when dated and signed by the contractor and the QAR. **A copy of the completed and signed PIJ and subsequent revisions shall be submitted to DLA Troop Support -FTSB and FTSC.** Preparation of this document may require preproduction/post award conferences between Government and contractor representatives. The contractor shall sign and date the PIJ to signify agreement to all terms and conditions therein. Production of supplies shall not commence until the document is signed by both parties. The document may remain in effect for subsequent contracts provided it is reviewed (revised as necessary) at quarterly intervals, initialed and dated by the contractor and the QAR to certify currency. The document shall be revised/amended prior to production of new items not included in the basic document or whenever significant changes occur in contractual inspection documents that necessitate modification. When signed by both the contractor and the QAR, the PIJ document is contractually binding. Failure of the contractor to comply with the document will be reported by the QAR to the contracting officer for appropriate action for

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noncompliance with the inspection requirements of the contract. However, occasional minor deviations from the scheduled production hours or lot size(s) cited in the PIJ may be approved by the QAR for cogent reasons. The contractor shall make no changes in the approved PIJ document without submitting a written request detailing the change and receiving written approval from the QAR. In the event the contractor and the QAR cannot agree on any detail of the content of the document, the QAR shall refer the conflict to the contracting officer for resolution.

E-2-H. Traceability Requirements and Examination

The ration assembler shall maintain records identifying the menu components used in packing and assembling each end item lot. These records shall maintain traceability of components to the extent that a lot and contract number of a component can be traced to an assembled end item lot. The system should also enable the assembler to list component contract numbers and lots within a particular end item lot. The assembled end item lot, usually one day's production, shall be clearly identified on the exterior of each case. In addition, the ration assembler shall maintain records of when and where assembled end item lots for a particular assembly contract have been shipped. The ration assembler shall provide the VFI (Veterinary Food Inspector) with a copy of the lot traceability records prior to shipment of each assembled lot. The following non-food items are exempt from traceability requirements: hand cleaner, matches, spoons and toilet tissue.

The purpose of the above is to maintain traceability of a component lot through the assembly operation, in depot storage and up to the customer's receipt of the MRE ration. This is necessary in the event of a recall/ALFOODACT for DLA Troop Support to isolate suspect product in the depot system and to notify customers of potentially hazardous product.

In addition to the manual system described above, the ration assembler shall input traceability data on a daily basis into the computerized program. The ration assembler will input all traceability data daily, and provide a hard copy print out to veterinary personnel on a daily basis.

Each lot of assembled rations shall be examined to determine compliance with lot traceability requirements prior to shipment. The examination shall be accomplished by using the same sampling plan and samples examined under `Section E, Packaging examination, Assembled meal bag examination of the applicable version of the Assembly Requirements (ACR). AQLs are not applicable for the traceability examination. The component lot numbers are recorded from the samples and compared against the lot traceability records provided by the assembler. A defective component lot number is a code which does not correlate with traceability records. Missing or illegible component lot numbers are not to be scored as defects unless there is reason to believe that the component represents a lot other than a lot listed by the traceability records. The finding of any defect will be cause for rejection of the lot.

E-2-I. Assembly of Mixed Code Lots

Mixed lots are small quantities of components representing different lots. These lots may include component material from the salvage operation or other sources that have been determined to be conforming and authorized for use in assembly. Unit loads containing mixed code lots shall be identified as such by the use of unit load marking panels. The unit load marking panels shall list all the lots contained on the pallet; they shall be affixed to two sides of the unit load. The assembly contractor may periodically assemble the mixed lots into one lot. Mixed lot components shall be exhausted by assembling them into a final lot at least once every quarter but may be assembled into two consecutive production days if not more than once a month. For the purpose of precluding residual mixed lot components, all mixed lots components in-house prior to the final week of scheduling assembly production, shall be used in final assemblies delivered under this contract.

E-2-J. When the original lot of components are still available at the assembly plant, components, including inspection samples, will be returned to their original lot for assembly.

E-2-K. Receipt Inspection at Destination

In addition to the origin inspection specified above, the supplies delivered shall be subject to receipt inspection at destination in accordance with the following criteria:

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

All items delivered shall be receipt inspected in accordance with the assembler's receipt inspection program as outlined in the assembler's Quality Systems Plan (QSP). The contractor's receipt inspection program will be verified by the USAPHC Veterinary Food Inspection (VFI) personnel assigned to the assembly plant. Receipt inspection must include examination for the presence of internal infestation, foreign material, and contamination. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot. Any receipt inspection failure applicable to a particular production lot shall be considered to be representative of the entire production lot and shall be cause for rejection of the entire production lot.

Receipt examinations for pouch integrity, shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread and product packaged in accordance with MIL-PRF-44073. Samples for receipt inspection (ex. 200 samples items packaged in accordance with MILPRF- 44073) shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the Technical Data Package will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option or performed in accordance with the assembler's QSP.

The Government may perform verification inspection (examination, testing, or both) to assure itself that the conformance certificates (USDA/USDA certifications, DCMA certifications, CoAs, CoCs) furnished by the contractor can be relied upon. Verification inspection performed by the Government will be in accordance with the Quality Assurance Provisions of the product being verified. The original inspection lots need not be reconstituted. For sampling purposes, supplies delivered under the contract may be grouped to form lots. The size of the sample will be determined for the quantity of supplies on which action is proposed. Whenever the contract does not provide criteria to determine the number of sample units, the number of containers selected for appropriate number of sample units, the number of containers selected for sampling will be the square root of the number of containers in the lot.

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

E-2-L. In the event the assembler is also a manufacturer of component(s) of the MRE, the requirements in the sub-sections (E-1 through E-7) of this Section E are required where applicable to components being manufactured.

E-2-M. Subcontracts

(1) The contractor agrees that the Government shall have the right to perform a source inspection of components to be used in the manufacture of the supplies covered herein whenever the contracting officer deems such an inspection appropriate; where source inspection requires the additional consent to inspection from subcontractor, the contractor agrees to obtain such consent.

(2) In addition to obtaining consent to inspection from subcontractors, the prime contractor agrees to stipulate the applicable inspection provisions cited the sub-sections (E-1 through E-7) of this Section E as requirements in the contract(s) with the subcontractor(s).

(3) The prime contractor shall furnish with his offer a written certificate to the contracting officer as to the name of the subcontractor(s) utilized, including location and item procured. This includes the suppliers of the flameless ration heaters and packaging and packing materials requiring source inspection by the DCMA Quality Assurance Representatives. In the event the listing needs to be revised after award is made, the prime contractor shall furnish a revised listing to the Contracting Officer.

(4) The prime contractor shall be responsible for the performance of all subcontractors. The prime contractor shall impose the responsibility for quality control, inspection, and providing inspection records on subcontractors, as required to ensure compliance with specifications and conformance to contract requirements. Such inspections shall be accomplished by contractors, subcontractors, or when required by the applicable federal

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

inspection agency at contractor or subcontractor expense. However, to the extent that the offeror does propose to utilize subcontractors for the performance of this contract, determination by the Contracting Officer of the prospective subcontractor's responsibility will be necessary in order to determine the responsibility of the offerors; and this determination of responsibility shall be based on the same factors as are applicable to the determination of the responsibility of the offeror.

(5) To enable the contracting officer to make a determination of responsibility, each offeror must furnish with his offer the name and address of each subcontractor from whom it proposes to obtain the component(s).

E-3. Quality Assurance Requirements for Ration Assembler, Ration Component Production Plants and Ration Sub Assembly and Assembly Plants.

For all food components, when the manufacturer and/or the packager of the finished product is the prime contractor (assembler), or a subcontractor, origin inspection shall be contractor paid United States Department of Agriculture, Agricultural Marketing Service, Specialty Crops Inspection Division (USDA-AMS) inspection in accordance with *Provision 9023 General Inspection Requirements*", unless otherwise specified by this solicitation/ contract (e.g., when Veterinary Food Inspection is applicable). The regulations, policies, AIM Manuals, etc. of the respective inspection agencies 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. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15.

Compliance with applicable product and packaging requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the PCR, CID, MIL-document, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. For products procured using both CID and PKG&QAP specifications, the applicable analytical and microbiological requirements, procedures, and testing requirements are specified in the product's PKG&QAP specification unless elsewhere superseded by this document. 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. Contractor shall provide the GQAR at least 10 days' notice before the start of production of new ration components(s). The following items do not require contractor paid USDA-AMS origin inspection: candy and chocolate confections, hot sauces, chewing gum, salt, CID-AA-20184 coffee, sugar, spices, sugar substitute, and hot sauce powder. This list is not an inclusive list of those bulk procured finished food products that are procured in bulk preliminary to their use by the contractor and which may be exempted from contractor paid USDA-AMS origin inspection. Contractor's shall petition the contracting officer for a determination regarding the exemption of such bulk food products to be used by the contractor in the manufacture of operational rations finished package components. The contracting officer shall determine if an exemption to contractor paid USDA-AMS origin inspection is authorized.

E-3-A. Quality Assurance Provisions to be used with product packaged and/or processed in accordance with MIL-PRF-44073, Packaging of Food in Flexible Pouches

E-3-A-1. Quality Assurance Provisions to be used in conjunction with section "4. Verification", of MIL-PRF-44073, Packaging of Food in Flexible Pouches

Inspection of finished product lots packaged and/or processed in accordance with MIL-PRF-44073 shall be in

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accordance with the inspection requirements cited in Section 4 of MIL-PRF-44073, Section E of the component's technical requirements document (PCR, MIL-DTL, CID) or Packaging Requirements and Quality Assurance Provisions as applicable, and the provisions cited in this solicitation/contract.

NOTE: The following quality assurance provisions are to be used in conjunction with MIL-PRF-44073 and are in addition to those cited in component's technical requirements document (PCR, MIL-DTL, CID) or Packaging Requirements and Quality Assurance Provisions documents and supersede those documents where applicable. The following quality assurance criteria, utilizing ANSI/ASQ Z1.4, Sampling Procedures and Tables for Inspection by Attributes, are applicable.

QUALITY ASSURANCE PROVISIONS (PACKAGING AND PACKING MATERIALS)

A. Packaging.

(1) Performance characteristics testing. The pouch material shall be examined for the characteristics listed in TABLE I of MIL-PRF-44073 for Type I. Any test failure shall be classified as a major defect and shall be cause for rejection of the lot.

(2) Examination of pouch. The pouches shall be examined for the defects listed in table II of MIL-PRF 44073 for Type I. The lot size shall be expressed in pouches. The sample unit shall be one filled and sealed and thermally processed pouch or high-pressure processed pouch. The inspection level shall be I and the AQL, expressed in terms of defects per hundred units, shall be 0.65 for major A defects, 2.5 for major B defects, and 4.0 for minor defects. **The number of sample units to be examined for critical defects, is cited in E-3-B-2. The finding of any critical defect shall be cause for rejection of the lot.**

(3) Examination of pouch and sleeve (or paperboard insert card). When applicable, the sleeve shall be examined for the defects listed in table III of MIL-PRF- 44073 for Type I. The lot size shall be expressed in units of sleeves. The sample unit shall be one sleeve. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 0.65 for major defects and 2.5 for minor defects.

E-3-B. Additional Quality Assurance Provisions for Filled and Sealed Pouch Examinations for Critical Category Defects

1. For each end-item lot offered by the contractor for government acceptance, the contractor is required to perform an end-item examination of the lot's filled-and-sealed pouches for those critical category defects described in the quality assurance provisions of the product's specification (e.g., MIL-PRF-44073, PCR, PKG&QAP MILDTL-32541). The rules for initiation of inspection, continuation of inspection, switching procedures, etc., found in the below sub-section, E-5, are applicable.

2. The Government QAR will notify the contractor of a change in the severity of inspection as a result of Government origin inspections. The contractor is required to perform inspections which provide the same risk (equal or better) as those performed by the Government (ex: the contractor must select for end-item examination, as a minimum, the same number of samples selected by the Government for end-item inspection).

3. Upon notification by the Government QAR of change of severity of inspection from normal to tightened or retightened, and at the request of the Contracting Officer, the contractor shall submit a corrective action plan to the Government QAR and the Contracting Officer. Government QAR will withhold inspection of lots produced after notification until the requested corrective action plan is received and accepted . 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 deficiency.

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D. Corrective action effective date(s).
E. Contractor, subcontractor, or supplier representative responsible for implementing corrective action.
As authorized by the Contracting Officer:
Discontinuation of inspection may be invoked by the Contracting Officer when there is a pending action against a contractor to improve the quality of the submitted product/material, a contractor fails to submit a corrective action plan, and/or a corrective action plan is not effective in correcting or in preventing recurrence of root cause of the deficiency.
In addition to the above, the Contracting Officer, at his discretion, may invoke increased inspection for critical defects at origin and/or destination when determined to be in the best interest of the Government.
These procedures shall be applied to inspection results where critical defects are a determining factor in the rejection of a lot, and where the finding of any one critical defect shall be cause for rejection of the lot. Change in severity of inspection shall be based on the critical defect category and determined by component type, regardless of lot size. Normal inspection shall continue unchanged for the critical category of defects on successive lots except where the procedures given in this sub-section, E-3-B-2, require a change in the severity of the inspection, from Normal to Tightened or Re-Tightened. The procedures given in this sub-section, E-3-B-2, shall be used to switch from Tightened states of inspection to Normal inspection. There will be no “reduced” inspection option. The Government has the right to discontinue Government inspection as cited in this sub-section, E-3-B-2, or the MPC clause or both.

TYPE I EXAMINATIONS - For those items whose specification sampling plans include Critical Category Defects, state a specific sample size to be used rather than citing an inspection level to determine a critical category samples size, and state specific accept and reject numbers rather than assigning an Acceptable Quality Limit (AQL) applicable for use with critical category defects (EX. MIL-PRF-44073 items, MIL-DTL sandwiches and wraps), the following inspection and switching procedures apply:
Changes in severity of inspection, for these non ASQ/ANSI Z1.4 based examinations, shall only be used for examination of the critical category of defects and shall be applied, product specifically, to verification inspection. The phrase “product specifically” includes the necessity of having a specific national stock number.
INITIATION OF INSPECTION. Normal severity inspection will be used at the start of inspection unless otherwise directed by the responsible authority.
CONTINUATION OF INSPECTION. Normal or tightened severity inspection shall continue unchanged on successive lots except where the switching procedures given below require change.
SWITCING PROCEDURES.
NORMAL SEVERITY TO TIGHTENED SEVERITY. When normal severity inspection is in effect, tightened severity inspection shall be instituted when a lot has been non-acceptable by government verification inspection on original inspection. Ignore resubmitted lots for this procedure.
TIGHTENED SEVERITY TO RE-TIGHTENED SEVERITY(S). When initial tightened severity inspection is in effect, the contractor's performance shall self-determine if re-tightening the severity of inspection is necessitated. When tightened or a re-tightened severity of inspection is in effect, when a lot has been non-acceptable by government verification inspection on original inspection, re-tightened severity inspection shall be instituted. GQAR shall notify FTSB that the current performance history indicates that the contractor's quality system is not effective in preventing the offer of product packaged in packaging determined by government inspection to be critically defective packaging.
NOTE TO DETERMINE SAMPLE SIZE: Normal severity inspection sample size is 200 units; initial tightened severity inspection sample size is 315 units; first re-tightened severity sample size is 500 units, second re-tightened severity sample size is 800 units, third re-tightened severity sample size is 1250 units. Ignore resubmitted lots for this procedure.
TIGHTENED/RE-TIGHTENED SEVERITY TO NORMAL SEVERITY. When tightened/re-tightened severity

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inspection is in effect, normal severity inspection shall be instituted when 5 consecutive lots have been considered acceptable on original government verification inspection. For example, if a re-tightened severity inspection sample of 500 units is in effect, normal severity inspection shall be instituted when five consecutive lots consisting each of 500 sample units are considered acceptable on original government verification inspection. Ignore resubmitted lots for this procedure.
DISCONTINUATION OF INSPECTION. If the cumulative number of lots not accepted in a sequence of consecutive lots on either tightened severity inspection (ex. a sequence of 315 sample unit inspections) or a specific re-tightened severity inspection (ex. a sequence of 500 sample unit inspections) reaches 5, government inspection and acceptance procedures shall be discontinued. Ignore resubmitted lots for this procedure. **Government inspection and acceptance will not be resumed until corrective action has been taken, FTSB has reviewed the corrective action in relation to the contractor's Quality Systems Plans, and the Contracting Officer authorizes resumption of government inspection and acceptance procedures.**
The normal, tightened, and re-tightened severities of inspection described in this subsection apply only to the examination of samples for critical category defects. The switching of sample sizes used in the examination of lots for the presence of major and minor defect categories in sample pouches shall follow the procedures cited in ASQ/ANSI Z1.4.

TYPE II EXAMINATIONS - For those items whose specification sampling plans include Critical Category Defects, state an inspection level to determine a critical category samples size, and state specific accept and reject numbers rather than assigning an Acceptable Quality Limit (AQL) applicable for use with critical category defects (EX. PCR-S-O23, Cheddar Soup Mix, PCR-C-039, Cheddar Cheese), the following inspection and switching procedures apply:
INITIATION OF INSPECTION. Normal severity inspection will be used at the start of inspection unless otherwise directed by the responsible authority.
CONTINUATION OF INSPECTION. Normal or tightened severity inspection shall continue unchanged on successive lots except where the switching procedures given below require change.
SWITCHING PROCEDURES
NORMAL SEVERITY TO TIGHTENED SEVERITY. When normal severity inspection is in effect, tightened severity inspection shall be instituted when a lot has been non-acceptable by government verification inspection on original inspection. When tightened severity inspection is invoked, government verification inspection lots shall consist of no more than 150,000 units for the purpose of examination for the presence of critical defect category defects. For use with the initial tightened severity inspection lots, the GQAR shall apply the Normal Inspection Severity cited in the products specification to determine the sample size of each inspection lot. The accept and reject criteria for each inspection lot being accept on 0 defects, reject on 1 defect. Ignore resubmitted lots for this procedure.
TIGHTENED SEVERITY TO NORMAL SEVERITY. Because a production lot may be divided into more than one government verification inspection lot, when tightened severity inspection is in effect, normal severity inspection shall be instituted when 5 consecutive tightened severity government verification inspection lots have been considered acceptable on original government verification inspection. For example, if three consecutive production lots are each divided into two inspection lots, resulting in six inspection lots, the product will requalify for normal severity inspection inspected as soon as 5 consecutive tightened severity government verification inspection lots have been considered acceptable on original government verification inspection. The GQAR shall complete the inspection of the sixth lot using the sample previously selected for that inspection.
TIGHTENED SEVERITY TO RE-TIGHTENED SEVERITY(S). When initial tightened severity inspection is in effect, the contractor performance shall self-determine if re-tightening the severity of inspection is necessitated. When tightened or a re-tightened severity of inspection is in effect, when a lot has been non-acceptable by government verification inspection on original inspection, re-tightened severity inspection shall be instituted. GQAR shall notify

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FTSB that the current performance history indicates that the contractor's quality system is not effective in preventing the offer of product packaged in packaging determined by government inspection to be critically defective packaging.
NOTE TO DETERMINE SAMPLE SIZE: Normal severity inspection sample size determined for the production lot size by its specified inspection severity; initial tightened severity inspection lot sample size (inspection lot size restricted to no more than 150,000 units) is determined by its specified inspection severity applied applicable to normal inspection; first re-tightened severity inspection lot sample size is determined by application of the specified inspection severity applicable to tightened inspection to each inspection lot; second re-tightened severity sample size uses the next higher samples size to determine subsequent re-tightened severity inspection log sample sizes, following the 125, 200, 315, 500, 800, 1250 sequence. Ignore resubmitted lots for this procedure.
RE-TIGHTENED SEVERITY TO NORMAL SEVERITY. Because a production lot may be divided into more than one government verification inspection lot, when re-tightened severity inspection is in effect, normal severity inspection shall be instituted when 5 consecutive re-tightened severity government verification inspection lots have been considered acceptable on original government verification inspection. For example, if three consecutive production lots are each divided into two inspection lots, resulting in six inspection lots, the product will requalify for normal severity inspection inspected as soon as 5 consecutive tightened severity government verification inspection lots have been considered acceptable on original government verification inspection. The GQAR shall complete the inspection of the sixth lot using the sample previously selected for that inspection.
DISCONTINUATION OF INSPECTION. If the cumulative number of inspection lots not accepted in a sequence of consecutive lots on either tightened severity inspection or a specific re-tightened severity inspection reaches 5, government inspection and acceptance procedures shall be discontinued. Ignore resubmitted lots for this procedure. **Government inspection and acceptance will not be resumed until corrective action has been taken, FTSB has reviewed the corrective action in relation to the contractor's Quality Systems Plans, and the Contracting Officer authorizes resumption of government inspection and acceptance procedures.**
The normal, tightened, and re-tightened severities of inspection described in this subsection apply only to the examination of samples for critical category defects. The rules for determining sampling criteria, including the switching of sample sizes, to be used in the examination of lots for the presence of major and minor defect categories in sample pouches shall follow the procedures cited in ASQ/ANSI Z1.4, Sampling Procedures and Tables for Inspection by Attributes.

E-3-B-1. Additional Quality Assurance Provisions for Filled and Sealed Pouch Examinations for Critical Category Defects

1. For each end-item lot offered by the contractor for government acceptance, the contractor is required to perform an end-item examination of the lot's filled-and-sealed pouches for those critical category defects described in the quality assurance provisions of the product's specification (ex. MIL-PRF-44073, PKG&QAP MIL-DTL-32347). The rules for initiation of inspection, continuation of inspection, switching procedures, etc., found in sub-section E-3-B-2 are applicable.

2. The Government QAR will notify the contractor of a change in the severity of inspection as a result of Government origin inspections. The contractor is required to perform inspections which provide the same risk (equal or better) as those performed by the Government (ex: the contractor must select for end item examination, as a minimum, the same number of samples selected by the Government for end item inspection).

3. Upon notification by the Government QAR of change of severity of inspection from normal to tightened or re-tightened, and at the request of the Contracting Officer, the contractor shall submit a corrective action plan to the Government QAR and the Contracting Officer. Government QAR will withhold inspection of lots produced after notification until the requested corrective action plan is received and accepted. The corrective action plan shall contain, as a minimum, the following:

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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 deficiency.

D. Corrective action effective date(s).

E. Contractor, subcontractor, or supplier representative responsible for implementing corrective action. As authorized by the Contracting Officer.

Discontinuation of inspection may be invoked by the Contracting Officer when there is a pending action against a contractor to improve the quality of the submitted product/material, a contractor fails to submit a corrective action plan, and/or a corrective action plan is not effective in correcting or in preventing recurrence of root cause of the deficiency. In addition to the above, the Contracting Officer, at his discretion, may invoke increased inspection for critical defects at origin and/or destination when determined to be in the best interest of the Government.

E-3-B-2. Analytical/ Nutrient Content Testing Requirements for finished products packaged and/or processed in accordance with MIL-PRF-44073

The following applies to the nutrient content testing for entrees, starches and soups, and fruits packaged and/or processed in accordance with MIL-PRF-44073.

In the absence of a specified method of sample preparation n a component's technical data document, the National Science Laboratories will use written procedure (LABP-301) which incorporates the use of official method AOAC 983.18 “Meat and Meat Products - Preparation of Test Sample Procedure” and best practices for the preparation and homogenization of food related samples.

In the absence of a specified method of sample preparation n a component's technical data document, preparation of samples shall be as follows: The unopened pouches shall be gently warmed in a range of 120° - 140° F (49° - 60° C) water bath for 15 - 45 minutes to melt fat adhering to the inside of the pouches. The pouches shall be composited, as appropriate for the volume of the composite, in a Robot Coupe food processor, Waring blender or equivalent blender type to homogenized samples.

E-3-B-4. Commercial Sterility Requirement for finished product packaged in accordance with MIL-PRF-44073

Thermally processed pouches shall be free of swelling or microbial activity when tested in accordance with the following commercial sterility test. Commercial sterility test. Incubate filled, sealed and thermally processed pouches as follows:

Meat, poultry, fish, pudding, spreads, and vegetables: Incubate at 95ºF $\pm$ 5ºF for 10 days, unless otherwise specified by the inspection agency. 4/

Fruit: Incubate at 80ºF $\pm$ 5ºF for 10 days. 4/

4/ Select a minimum of one pouch from each retort load. Select pouches from different areas within the retort. For a continuous cooking process, an inspection level of S-3 shall be used to establish sample size.

E-3-C. Quality Assurance Provisions and Packaging Requirements for Food Components

For Food Components not inspected by the Veterinary Food Inspector, when the finished product packager is the prime contractor (assembler) or a subcontractor, origin inspection shall be contractor paid United States Department of Agriculture, Agricultural Marketing Service, Specialty Crops Inspection Division (USDA-AMS) inspection in accordance with Provision “9023 General Inspection Requirements”, unless otherwise specified by this solicitation/ contract. The regulations, file codes, etc. of the respective inspection agency 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.

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When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15. Compliance with applicable product and packaging requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the PCR, CID, MIL-document, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. For products procured using both CID and PKG&QAP specifications, the applicable analytical and microbiological requirements, procedures, and testing requirements are specified in the product's PKG&QAP specification unless elsewhere superseded by this document. 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.
Contractor shall provide the GQAR at least 10 days' notice before the start of production of new ration components(s).
NOTE: The following items do not require contractor paid USDA inspection: candy and chocolate confections, hot sauce, spice blends and seasoning blends, chewing gum, salt, CID-A-A-20184 coffee, sugar substitutes and sugar.

E-3-D. Quality Assurance Requirements for CFM Bulk Packed Accessory Items, Bulk Packed Food Component Items, and Bulk Packed Non-Food Items.
When the above items are procured as CFM, verification inspection by the Government may be performed at destination in accordance with origin requirements or the contractors QSP receipt inspection provisions and to include, at a minimum, an inspection for count, condition, and identity, the presence of any internal infestation or the presence of foreign material. In addition, the Government may inspect the manufacturer's product at destination by comparison with samples of the manufacturer's product selected from commercial distribution channels.
The supplies or services furnished under the contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by the Supply Warranty Clause 52.246-17.
See Attachment5, *Bulk Packed Component Item Qualification Requirements* for definition of what constitutes bulk packed food component items.
E-3-E. Quality Assurance Requirements for Ration Supplement Flameless Heater, for Meal, Ready-to-eat (FRH):

(1) In order to ensure delegation of authority for Government quality assurance support, the following information shall be provided to the Contracting Officer by the contractor after award of the contract and prior to start of production: Name, address and point of contact of FRH manufacturer

(2) The following information shall be provided to the contractor by the Contracting Officer at such time as the contractor furnishes the above information: Name and address of Defense Contract Management Agency (DCMA) having quality assurance cognizance at the FRH manufacturer's plant.

(3) DCMA shall provide the quality assurance support for the contract on behalf of the Government at the FRH manufacturer's plant. The contractor through their FRH manufacturer is responsible for arranging for the quality assurance support by DCMA. Contractor shall perform or have performed all examinations and tests indicated by the applicable specification(s).

(4) When the FRH is procured as contractor furnished material, FAR Clause 52.246-2; FAR Clause 52.246-11, Higher Level Quality Requirements; Statistical Process Control Quality Assurances Provision (SPC QAP); and Manufacturing Process Controls and In-Process Inspection Quality Assurances Provision (MPC QAP) are applicable. The plans shall be prepared, submitted, reviewed, evaluated, and verified in accordance with the

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provisions cited in paragraphs E-1, above, except that the appropriate DCMA shall have cognizance for the support of the Government's quality assurance requirements. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. One copy of the FRH manufacturer's Higher Level Quality Systems Plan and SPC plan shall be submitted to DLA Troop Support - FTRC and one copy of the plan shall be provided to the DCMA QAR assigned to the FRH manufacturer's plant.

(5) The particular quality assurance requirements cited in paragraphs E-1, E-2, E-3, E-4, and E-5, as applicable, are required for this item with exception of E-4-E.

E-3-H. End Item Testing.
Compliance with applicable end-item specific technical data requirements will be determined *by the contractor* and by the GQAR on the finished product in accordance with the applicable provisions in the food component specification, solicitation, contract, and purchase order and their applicable Packaging Requirements and Quality Assurance Provisions specifications. Regardless of the Government agency designated cognizance for the support of the Government's quality assurance requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

E-4. Quality Assurance Requirements for Ration Assembler, Ration Component Production Plants and Ration Sub Assembly and Assembly Plants.

E-4-A. 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.

The contractor must meet all characteristics specified herein. For product requiring contractor-paid USDA, only end-item inspection of the finished product for compliance with contract requirements shall be lot inspected by USDA, AMS, FV, PPB. In addition, Government inspection shall also be at destination for identity, count and condition for all terms and conditions of the contract. This shall include but is not limited to the following:

a. All shipments must be accompanied by an accurate DD-250, and all other pertinent invoices as required.

b. All unit loads must be marked in accordance with DLA Troop Support Form 3556.

c. All unit loads shall be stable and not exceed 50 inches in height including pallet material.

d. All delivered product shall be free of defects.

e. All shipments must contain the correct quantity as specified by DLA Troop Support.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

f. Appointments must be scheduled with the receiving activity prior to delivery.

g. All delivered product must meet or exceed the appropriate product requirements as described in this Solicitation.

h. All delivered products must meet the required date of pack/shelf-life requirements.

i. To determine the date of pack, any closed date code must be accompanied with documentation deciphering the closed product code.

j. All delivered products must be free of insect and rodent infestation.

Failure to comply with ANY of the above conditions may result in the shipment(s) being rejected and returned to origin, or at the Contracting Officer's discretion reworked at a labor rate determined by the destination activity (not DLA Troop Support).

E-4-B. General Inspection Requirements, Methods of Remediation, and Prohibitions

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

1. Produce and inspect a new lot.

2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g. time, temperature, etc.) See "Rework of Nonconforming Product Pre or Post Acceptance" for applicable situations.

3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".

4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies". Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units. Examples of valid technical reasons are:

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

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

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

NOTE: The contractor may petition the Government (through the Contracting Officer) for skip lot or a reduction in 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.

(C) QUALITY ASSURANCE PROVISIONS INSPECTION/ACCEPTANCE

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

The contractor must meet all characteristics specified herein. For product requiring contractor-paid USDA, only end-item inspection of the finished product for compliance with contract requirements shall be lot inspected by USDA, AMS, FV, PPB. In addition, Government inspection shall also be at destination for identity, count and condition for all terms and conditions of the contract. This shall include but is not limited to the following:

1. All shipments must be accompanied by an accurate DD-250, and all other pertinent invoices as required.

2. All unit loads must be marked in accordance with DLA Troop Support Form 3556.

3. All unit loads shall be stable and not exceed 50 inches in height including pallet material.

4. All delivered product shall be free of defects.

5. All shipments must contain the correct quantity as specified by DLA Troop Support.

6. Appointments must be scheduled with the receiving activity prior to delivery.

7. All delivered product must meet or exceed the appropriate product requirements as described in this Solicitation.

8. All delivered products must meet the required date of pack/shelf-life requirements.

9. To determine the date of pack, any closed date code must be accompanied with documentation deciphering the closed product code.

10. All delivered products must be free of insect and rodent infestation.

Failure to comply with ANY of the above conditions may result in the shipment(s) being rejected and returned to origin, or at the Contracting Officer's discretion reworked at a labor rate determined by the destination activity (not DLA Troop Support).

QUALITY ASSURANCE PROVISIONS:

By submitting an offer, the contractor certifies that the product offered meets: the specified finished product salient characteristics and all requirements of this contract; conforms to the producer's own specifications and standards, including product characteristics, manufacturing procedures, quality control procedures, and storage and handling practices; has a national or regional distribution from storage facilities located within the United States, its territories, or possessions; and is sold on the commercial market.

The Government reserves the right to determine proof of such conformance prior to the first delivery from the point of origin and any time thereafter, as may be necessary, to include delivery at final destination, and for the time the product is covered under warranty, to determine conformance with the provisions of the contract.

End item lots determined nonconforming may be reworked to correct or screen out the defective units.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Rework shall only be considered acceptable to the Government when the rework procedure has a reasonable probability of correcting the deficiency.

An end item lot rejected by the contractor or Government must be reworked and re-offered within 30 days from the date of initial rejection.

The supplies or products furnished under the contract shall be produced in accordance with the provisions of 21 CFR, Part 110, "Current Good Manufacturing Practices in Manufacturing, Packing or Holding Human Food," and all regulations referenced therein.

In addition to any inspection requirements cited in contract and/or prime documents, inspection for packaging, labeling and packing, and marking shall be in accordance with the quality assurance provisions contained in this solicitation.

The Quality Assurance Provisions found in Section Quality/Technical of this solicitation are required for DCMA and Government inspection, unless otherwise specified by this solicitation/contract.

E-4-C. 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.

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

The component lot number for thermally processed (retorted), high-pressure processed, and hot-filled products packaged in flexible pouches and for food items classified by Natick Soldier Center (Natick) as primary components of operational rations shall be defined as the Julian lot number assigned at the origin manufacturer's plant and the inspection lot shall include only product produced in one work-shift. (See attachment for listing of primary, secondary, and ancillary operational rations component products). For products packaged in tray pack containers (metal/poly) and other products (including the FRH, food component lots not composed of, as classified by Natick, primary components, final assembled lots, and items listed under candies in the attachment), a lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing subsamples from each sub-lot/sub-code during production of the lot), the sub-samples must be drawn at random from the sub-lot and not inspected until all the sub-samples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection).
NOTE: Producers of components classified as "primary components" may petition the contracting officer, on a product by product basis (product identity includes NSN), for permission to define a product's lot number as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day.

E-4-E. Periodic Review Samples
All food components that are inspected by USDA-AMS will be subject to periodic review sampling and examination/ testing during contract production in accordance with the following criteria: For each calendar month of production or as otherwise directed by DLA Troop Support, the USDA-AMS inspector will randomly select a set of ten sample units from a conforming lot of each item (i.e. each type, flavor, etc.) produced by the contractor during the review schedule period and inspected for product examination by USDA-AMS. As instructed by DLA Troop Support, the USDA-AMS inspector shall ship seven of the samples, at the contractor's expense, to the addresses below. In addition, the USDA-AMS inspector shall include, as a part of each shipment to a USDA-AMS destination, at least one sample primary container representing the current production standard for each distinct type of product comprising each shipment. Periodic Review samples shall be shipped to the following addresses at the contractor's expense once per month.
Each set of ten sample units selected by USDA-AMS shall be distributed as follows:

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:

Attn: Jill Bates
COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760-5056
POC: (520)-714-2540

Three samples shall be retained by USDA/AMS for standby use and return them to the contractor if not needed.

E-4-F. Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.
The "Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations", dated May 1, 2020, colloquially referred to as the "government skip lot inspection program", is applicable to current and future contracts for contractors who employ Inspection and Acceptance Program, Option 1 or Option 3. 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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 Option 1 contractors and Option 3 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 Option 1 contractors who are using stratified sampling (drawing subsamples from each sublot during production of the lot) and for those Option 3 contractors inspecting State 1 or State 3 products who are using stratified sampling, the subsamples must be drawn at random from the sublot 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: Option 1 contractor inspection of end-item subsamples and Option 3, State 1 or 3, 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 Option, must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

E-4-G. Rework Of Nonconforming Product Pre or Post Acceptance
Rework of Nonconforming Product: The Government QAR must be informed and provided documentation of all rework results when product is presented for Government verification inspection or prior to Government inspection as indicated below.

A. Corrective Action (Rework/Screen Inspections) Taken Prior to Government End-item Inspection (i.e., Contractor's Receipt Inspections (of both food and non-food supplies), In- Process Inspections, and End-Item Inspections): Unless otherwise specified in Part B**,** below, all corrective actions, reworks and screening inspections conducted prior to the initial Government end-item inspection of the lot do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. Government End-item Inspection, as used here, includes Government End-item Inspection at CFM and RNC component origin.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

NOTE TO PART A: When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc.), he has the alternative to request the permission of the Contracting Officer to offer a lot, acknowledged by the petitioner to be nonconforming for a specific requirement, for Government end-item verification inspection with the understanding that should all required Government inspections, save that inspection acknowledged by the petitioner as representing a specific nonconformance to requirements, result in conforming inspection results, the lot shall be recorded by the GQAR as a lot rejected upon Government verification inspection but authorized by the contracting officer to be accepted "as is" on waiver of the specific nonconforming requirement revealed by contractor inspection or QSP. If the Contracting Officer authorizes the offer of a nonconforming lot for Government end-item verification, the written approval shall be provided to the GQAR when the supplies are presented for Government verification inspection as previously stated, The GQAR shall inspect the supplies for compliance with all requirements of the contract, except the specific nonconforming requirement (skip-lot inspection and reduced inspection do not apply in this case). The Contracting Officer may request that the GQAR inspect for the specific nonconforming requirement to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection.

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

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

2. Food Safety and Foreign Material:

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

Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP, Section XII - Corrective and Preventive Action Program. (see E-4-G. 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

to DLA for consideration and approval. SRPs submitted to DLA for review and approval shall have a title beginning with "Standard Rework Procedure for…". SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

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

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

METHOD 2:

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

Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP, Section XII - Corrective and Preventive Action Program. (see E-4-G. B.6.). SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

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

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

(b) The GQAR shall be notified, and documentation provided, when any finished product intended (or initially intended) to be offered to the Government has been produced using a bulk product or ingredient product lot(s) (or portion thereof) that has, at any time, been identified as containing or having contained foreign material. This requirement only applies to contractor facilities that are producing product and/or placing food product into finished component packaging. The documentation shall identify the foreign material and all corrective actions taken to render the bulk/ingredient product serviceable, including, but not limited to segregation and removal of portions of the bulk/ingredient product. The GQAR shall determine if the corrective actions taken render the bulk/ingredient product serviceable. If the GQAR agrees that the corrective actions taken render the bulk/ingredient product serviceable, the contractor shall submit a notification, to include the corrective action plan and supporting documentation, to FTR prior to offering any related finished product lots for Government inspection.

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 FTR for resolution.

Standard rework procedures (SRP) for specific foreign material situations may be addressed under the contractor's documented QSP Section XII - 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

DLA for consideration and approval. SRPs submitted to DLA for review and approval shall have a title beginning with "Standard Rework Procedure for…". These SRPs may be referenced, as applicable, in the corrective action plan that the contractor provides for a specific instance (along with any relevant specific details).

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

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

(c) Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified, including if the deviant product being offered received an adequate thermal process, when the complete lot is presented for Government end item verification inspection.

(d) Rework/Post-rework Testing of product that, at any time, tested positive 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.

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

NOTE: Deviations (that occur during or prior to the production of a product) from specific preparation/ formulation/ ingredient requirements cited in the specifications shall be submitted as a request for product deviation through the applicable contracting officer for the coordination with and the approval of the Specification Preparing Activity (Natick).

3. **Container Integrity Defects:** All reworks due to and/or involving the presence of critical container integrity defects noted during the producer's end item inspection of finished product component lots and/or final assembly lots; noted during Government final lot end-item verification inspections; noted during Government or assembler receipt inspections of finished product component lots, or noted when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly/subassembly operation must be approved by the applicable contracting officer. All containers exhibiting the same or other container integrity

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

defects must be removed during a container rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected, as applicable, by the GQAR at the location of the rework using the next larger sample size in the case of tests and exams not assigned an AQL by a specification's sampling plan (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Government end-item verification inspection results shall serve as the basis for increasing the severity of inspections of reworked lots. 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) for Container Integrity Defects to FTRC for approval and incorporation in the contractor's QSP.

4. Second Time Reworks: All second time reworks must be approved by the applicable 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 determining what constitutes a second time rework, consider the first Government lot rejection to be the initial rejection and its subsequent rework to count as the “first rework”. Any second lot rejection, by either the contractor or the Government, rejected for the same examination or test that occasioned the “first rework” shall be cause for asking approval of “second rework”. When an inspection examines or tests for the presence of a critical defect, refer to preceding sub-part “**3. Container Integrity Defects.”**

5. Nonconformances Noted During Government Inspection for End Item Compliance: All rework requests submitted for defects noted during Government inspection for end item compliance, including defects noted during Government receipt inspection at assembly, must be approved by the applicable contracting officer. Reworked lots will be inspected or reinspected, 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. Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection. NOTE: A contractor may submit a Standard Rework Procedure (SRP) to FTRC for approval and incorporation in the contractor's QSP.

6. Standard Rework Procedure (SRP): For reworks requiring the Government's approval, the contractor may submit a standard rework procedure, for certain defects, under the contractor's documented QSP section 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.

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

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

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

Applicable to Section E “Rework of Nonconforming Product Pre or Post Acceptance, item B.4.”. After any lot's rejection, whether a contractor rejection or a Government rejection, or rework/screening/corrective action, which

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

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

C. Contractor's Quality History:

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

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

E-4-H. Requests for Rework, Waiver, Deviation, or Reinspection of Nonconforming Supplies, and Requests for Product Substitutions, or Extensions of Components Assemble-by Time Limits

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

(A) When the requirements cited in the section of this solicitation entitled “Rework Of Product Pre or Post Acceptance” require that a written request for deviation, waiver, rework, or reinspection must be furnished, as appropriate, to the Contracting Officer and cognizant Government QAR, that request shall at a minimum address the topics enumerated in the Section E attachment titled “Attachment 1 - REWORK, WAIVER,

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

DEVIATION, REINSPECTION, FOREIGN MATERIAL, SUBSTITUTION, EXTENSION TEMPLATE"

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot

(B) When a valid technical reason for reinspection is offered and permission is granted by the contracting officer, *the contractor shall take corrective action to eliminate the cause of the inspection revealed failure*; reinspect the nonreworked lot after taking the corrective action, and evaluate the results of the initial inspection and the reinspection by means of recognized statistical methods.

1. If the statistical tests reveal no significant difference between the results of the two inspections, acceptability will be based on reinspection results. A significant difference is one that is real and not due to chance variation. Statistically, a difference which has a 0.05 probability of occurring by chance alone is usually considered a significant difference.

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

A. The results of the two inspections will be averaged and acceptability will be based on whether the resulting average meets the requirement, when the requirement is an average (variable) requirement.

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

E-4-I. INSPECTION OPTIMIZATION ALLOWANCES

NOTE: Government verification inspection procedures are not changed by these inspection optimization allowances.

1. END ITEM SAMPLE SELECTION AND INSPECTION FOR CFM COMPONENTS

Only two methods are contractually authorized for operational rations for sample selection and inspection: Samples can be selected using stationary sampling (samples are randomly selected after lot is completed) or stratified sampling (samples are selected throughout the production day using a logical rationale, subcode/time frame/batch, and set aside until the lot is completed). Under both methods samples shall not be inspected until the entire lot is completed.

2. TRACEABILITY

Applicable to Section E part E-2-H. Traceability Requirements and Examination of this solicitation/contract:
Each lot of assembled rations shall be examined to determine compliance with lot traceability requirements prior to shipment. The examination shall be accomplished by using the same sampling plan and samples examined under `Section E, Packaging examination, Assembled meal bag examination` of the applicable version of the Assembly Requirements (ACR).

3. INTERNAL PRESSURE

Applicable to Section E, sub-part E-3-B-1, QUALITY ASSURANCE PROVISIONS (PACKAGING AND PACKING MATERALS), A. Packaging, (1) Performance characteristics testing of this solicitation/contract:
a. In lieu of an end item test of filled and sealed thermoprocessed, high-pressure processed or hot-fill processed pouches for characteristic "internal pressure", the contractor may submit a certificate of compliance based on post-process in-process inspection results as evidence that each lot conforms with the requirements of the specification,

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

under the condition that inspection level of post process pouches equals or exceeds the inspection levels as outlined in this section for end item exam.

b. Any corrective actions *taken by the contractor in response to contractor findings* shall be taken in accordance to the approved QSP for these defects noted during the in-process exam. A COC shall be provided with the thermo-processed, high-pressure processed, or hot-fill processed pouches lot submittal that certifies the in-process data of the thermo-processed, high-pressure processed, or hot-fill processed pouches lot has been reviewed by QA and meets the requirements of the contract. The in-process data shall be made available to the GQAR upon request."

4. ASSEMBLY CONTRACT REQUIREMENTS (ACR), ASSEMBLED MEAL BAG EXAMINATION

In lieu of an end item examination of assembled meal bags for defects listed the ACR's Assembled meal bag examination, Assembled meal bag defects table of defects, the contractor may submit a certificate of compliance based on in-process inspection results as evidence of conformance of each sub assembled MRE menu lot that is used in the Meal Bag Assembled Lot. The inspection level of the sub assembled MRE menu bags shall equal or exceed the inspection levels specified. Corrective actions *taken by the contractor in response to contractor findings* shall be taken in accordance with the documented and approved Quality System plan for defects noted during in-process examination of sub assembled MRE menus. A COC, as evidence of conformance, shall be provided with the Assembled Case lot submittal that certifies that the in-process data of the sub-assembled MRE menus has been reviewed and meets the requirements of the contract. The in-process data shall be made available upon request to the GQAR".

5. ASSEMBLY CONTRACT REQUIREMENTS (ACR), MEAL BAG CLOSURE

In lieu of an end item examination of seal testing, as specified in the ACR's `Meal bag closure' requirement of ACR `Methods of inspection', `Seal testing', the contractor may submit a certificate of compliance based on in-process SPC inspection results as evidence of seal strength conformance of the closure seal under the condition that the number of meal bag closure seals tested equals or exceeds the required number of closure seals tested under the inspection level outlined in the ACR's `Meal bag closure' requirement of ACR `Methods of inspection', `Seal testing'. Corrective actions *taken by the contractor in response to contractor findings* shall be taken in accordance with the documented and approved Quality System plan for defects noted during in-process examination of sub assembled MRE menus. A COC shall be provided with the Assembled Case lot submittal that certifies the in-process data of sub-assembled MRE menus has been reviewed and meets the requirements of the contract. The in-process data shall be made available upon request to the GQAR."

E-5. FAR 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

x_....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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

NOTICE: The following Federal Acquisition Regulation clauses are incorporated by reference:
52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE ` (AUG 1996)
52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E-6. PROVISONS
9003 MEASURING AND TEST EQUIPMENT (JAN 2014)
Notwithstanding any other clause to the contrary, and/or in addition thereto, the Contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with International Organization for Standardization (ISO) 10012:2003 or American National Standards Institute (ANSI)/National Conference of Standards Laboratories (NCSL) Z540.3 (R2013).
9013 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (SEP 2007)
When required, the Contractor will select samples of end items or components or both for Contractor examination or testing as required by the item specification or other contract provisions. In addition, the government may select samples of end items or components or both at origin for the purpose of conducting required inspection.
The Government may use, consume, destroy or retain said samples at its option. Notwithstanding any other provision of the contract, the Contractor shall bear the cost of Contractor and Government samples selected at origin, whether the supplies are accepted or rejected.
Furthermore, unless otherwise specified, any sample unit which is altered as a result of the performance of any required examination or test so as to no longer meet the required characteristic of the component or end item, shall not be included as part of the supplies delivered under the contract.
Examples of such alteration include, but are not limited to, cutting an item to remove a slice or observe internal surface characteristics, procedures requiring re-canning/re-cooking of the product, thawing and refreezing.
9023 GENERAL INSPECTION REQUIREMENTS (AUG 2017)
(a) Inspection.
(1) The Contractor shall employ the services of the United States Department of Agriculture (USDA), Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The Contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity.
The Contractor shall furnish the Government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers, and referenced specifications). Offerors may contact the appropriate Government office to discuss inspection procedures prior to submitting offers; however, nothing provided thereby shall be construed to alter the applicable specification in any manner or to reduce the responsibility of Contractor to comply with such specifications.
(2) The Contractor shall take action to correct or replace nonconforming supplies.
(3) The Government will perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform with contract requirements, the inspector shall report the findings of his inspection to

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

the appropriate DLA Troop Support office (operational rations business unit, food services business unit, produce business unit, product services office, etc.). The applicable DLA Troop Support office shall report the findings to the Contracting Officer or the ordering officer, who shall in turn notify the Contractor.
(4) Supplies will be rejected when any evidence of insect activity (live or dead in any stage of development) or rodent activity/contamination is found in or on product, packaging, packing or unitization.
(5) Nonconforming supplies rejected at origin will not normally be accepted by the Government. However, the Contractor may elect to petition the Contracting Officer in writing to grant a waiver of the contract requirements for which supplies have been found nonconforming, and to accept the supplies “as is” with appropriate price consideration.
(6) The Contractor shall furnish all inspection gauges, instruments, scales, tools or other material required by the designated Government inspection activity to complete the necessary inspection. The Government inspector will insure that the Contractor has had such gauges, instruments, scales, tools, or other material required to complete inspection properly calibrated and, if necessary, certified. When required by the contract/solicitation the Government inspector will collect insect specimens from plant production and storage areas and submit the specimens to the nearest military entomological laboratory for identification. When the collection of insects is required, the Contractor shall be responsible for supplying and installing specified insect monitoring devices required to accomplish this task.
(b) Standby test samples. The Government reserves the right to withdraw and hold standby samples of components or finished products or both (the quantity of which shall be not more than twice that required by the specification) for inspection purposes. Samples not used will be returned to the Contractor.
(c) USDA and USDC certificates. Procedures for preparation and distribution of certificates shall be in accordance with the regulations, file codes, instructional manuals, etc., of the respective inspection agency.

9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS (OCT 2020)
Physical, microbiological, and analytical tests not eligible for the application of this provision include, but are not limited to, those tests used to identify critical package integrity defects (internal pressure), <u>any pH, water activity, oxygen content</u> tests of food safety concern (identified as critical control point in producer's HAACP), and tests for histamine, methylmercury, aflatoxin, *Listeria monocytogenes*, *Salmonella*, and *Escherichia coli*.
(a) Optional Contractor Testing.
To expedite shipment, the Contractor has the option to perform, or have performed by an independent laboratory, contractually-required tests of end items or component material not specified by the U.S. Standards of Grade. The inspector for the Government agency having jurisdiction over ascertaining compliance may permit shipment, provided all other requirements of the contract are met. The designated Government inspector will select random samples of each lot of end items or component material for verification testing until the Contractor's testing system is determined reliable in accordance with paragraph (c) of this clause. It is the intent of the Government to rely on Contractor test results to the maximum extent practicable and minimize Government verification testing.
(b) Compliance of Product.
Acceptance of material as complying with required characteristics shall be based on the Contractor's test results; provided that Government verification indicates the Contractor's testing system is reliable, in accordance with paragraph (c) of this clause, as to each of the required characteristics. If the Contractor's test system is determined to be unreliable, product compliance will be determined based solely on Government test results. In the event the Government detects any irregularities in the Contractor's testing system, the designated Government inspector may withhold approval until Government test results indicate products conform to contract requirements. For Operational Rations component items (ex: FSR, MCW, MORE, MRE component items), if Government laboratory test results show that product is nonconforming, the product shall be withheld from final assembly and subject to return and replacement by the component Contractor, even if previously approved by the Government inspector.
(c) <u>Reliability Conditions</u>.

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

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

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

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

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

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

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

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

(3) Standby Test Samples. The Government reserves the right to withdraw and hold standby test samples of

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

component or finished product or both (the quantity of which shall be the next larger available sample size required for unit testing and the same sample size required for composite testing) for inspection purposes. Unused samples will be returned to the Contractor.

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

(f) Format for Contractor/subcontractor test report.

Name and Address of Contractor:

Name and Address of Subcontractor: (if applicable)

Received for Testing: (date)

Contract Number:

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

Quantity Tested:

Applicable Specification:

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

Quantity in Lot: (units)

Testing Completed: (date)

Test Report

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

(Typed name and title of laboratory official and signature)

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

Certification

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

Signature:_____

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

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

Certification

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

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

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against the Contractor.

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

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

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

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

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

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

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

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Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

9044 SANITARY CONDITIONS (APR 2014)

(a) Food establishments.

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

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

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

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

(iii) Shell eggs may be supplied from establishments listed in the USDA, Agriculture Marketing Service (AMS) interactive resource “Meat, Poultry and Shell Egg Plants”, located at: https://apps.ams.usda.gov/plantbook/ Query Pages/PlantBook_Query.asp.

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published electronically by the USDA FSIS (available at: https:// www. fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping containers, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/

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MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download the publication from web site: (https://armypubs.army.mil/). For the most current listing of exempt plants/products, see the Worldwide Directory (available at: https://sph.health.mil/).

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

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

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

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

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

(1) Shipped in interstate commerce,

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

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

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

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

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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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.

9049 STORAGE OF SEMIPERISHABLE COMPONENTS FOR MEAL, READY-TO-EAT (MRE) AND TRAY PACK (AUG 2008)

Components will be stored in such a manner as to protect them from damage due to temperature or humidity changes. Forced ventilation will be provided where it becomes necessary to protect stored components from high temperature or humidity. Candy components (excluding Type V, Class 1, high unfilled candies) and vacuum packaged cookies and brownies shall be stored in the following manner prior to assembly:

(1) If held in storage more than one but less than four months prior to assembly, they shall not be stored at a temperature higher than 60 degrees F.

(2) If held in storage five to six months prior to assembly, they shall not be stored at a temperature higher than 55 degrees F.

(3) If held in storage greater than six months prior to assembly, special temperature requirements will be established on a case-by-case basis; contractor will contact the contracting officer 60 days in advance to establish these requirements.

(4) If removed from storage in a frozen condition, they shall not be exposed to high temperatures and/or humidity without first being held for approximately 24 hours at approximately 70 degrees F. and 55% humidity.

(5) Contractor shall comply with provisions of the integrated pest management (IPM) programs requirements for operation rations. Contractor shall be solely responsible for the proper care and storage of RNC. DLA Troop Support may be contacted for assistance concerning individual component storage problems or concerns regarding proper method.

(6) Notwithstanding other requirements concerning stacking of pallets of RNC, pallets will be stacked one high unless the contractor determines the cases will withstand higher stacking without damaging RNC.

9100 OUTSIDE CONTINENTAL UNITED STATES (OCONUS) SHIPMENT REQUIREMENTS (MAR 2021)

Be advised that customs requirements for other countries may be required due to logistical routing of shipments overseas.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

The Contractor is responsible for all export and import documentation required to ship MRE through ports to the country of destination, including, HEALTH CERTIFICATES.
NOTE 1: Offerors are advised to acquire specific country requirements through the USDA Export website, https:// www. fsis.usda.gov/wps/portal/fsis/topics/international-affairs. Contractors must ensure that suppliers of meat, poultry and egg products are included on the list of eligible U.S. Establishments for export and OCONUS Certification is obtained for each country that the MRE containers will arrive at or travel through the shipping process. Contractors may access the list of Eligible U.S. Establishments at the website, https://www.fsis.usda.gov/ wps/portal/fsis/topics/international-affairs.
NOTE 2: It is the offeror's responsibility to contact the local USDA FSIS Area Office to arrange for and obtain proper certification signed by the responsible USDA FSIS Official.
NOTE 3: Offerors are advised that all certificates must be original certificates with original signatures.

A. Meat, poultry, and uncooked egg items designated for export from the United States must be certified by the U. S. Department of Agriculture (USDA) in accordance with applicable USDA Food Safety Inspection Service Directives and Notices. Products delivered to Port of Embarkation without the required and properly executed certificate(s) will be rejected. Accordingly, the Contractor shall furnish the proper USDA certificates including, but not limited to the following:

FSIS Forms:

9060-5 - For All Shipments for Export
9220-4 - For Shipments of Meat and Meat Products to Germany
9220-1 - For Shipments of Poultry and Poultry Products to Germany
9180-1 - For All Shipments of Meat and Meat Products to EEC (European Economic Community) Member Nations
9180-2 - EEC Public Health Certificate
PY200 - Egg Products Inspection and Grading Certificate
9305-2B - Certificate for Export of Heat Treated Poultry Meat and Poultry Meat Products to the Republic of Korea (ROK)

B. These certificates should bear a “Consigned to” address as follows: U. S. MILITARY FORCES or U. S. ARMED FORCES

C. All costs associated with issuance of the required certificate(s) shall be reimbursed by the Government.

D. The Contractor will distribute the required certificate(s) at Contractor's expense as follows:

(1) One (1) copy shall be placed inside the van together with other required documents and attached conspicuously to one or more of the packages visible immediately upon opening the van.

(2) One (1) copy, along with other shipping documents shall be placed in a waterproof, plastic document packet, and sealed with moisture resistant tape. The packet shall be securely affixed to a protective area outside the van on the rod above the left door handle.

(3) One (1) copy, in an envelope conspicuously marked: “Contains Health Certificates”, shall be mailed via Express Mail - International Service, at time of shipment to the Overseas Port of Debarkation (POD).

E-7. 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 contracts 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: _____

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Street: _____
City/State/Zip: _____

Attachments listed below can be found at: https://www.dla.mil/Troop-Support/Subsistence/Operational-Rations/MRE/

ATTACHMENT 1 REWORK, WAIVER, DEVIATION, REINSPECTION, FOREIGN MATERIAL, EXTENSION TEMPLATE
ATTACHMENT 2 SUBSTITUTION REQUEST TEMPLATE
ATTACHMENT 3 MICRO TEST RESULTS QUESTIONAIRE
ATTACHMENT 4 PRIMARY, SECONDARY, ANCILLARY MRE COMPONENT CLASSIFICATION
ATTACHMENT 5 BULK PACKED COMPONENT ITEM QUALIFICATION REQUIREMENTS
ATTACHMENT 6 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 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 Container integrity waivers/reworks: Manufacturing lines & equipment: Fill & seal machine(s) _____ Fill & seal

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

line(s) _____ ; Filler head(s) _____; Shift(s) _____; Case number and container 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 container(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 ☐ GQAR ☐

19 Date of Incident: _____Fill & seal start time:_____ Fill & Seal end time: _____

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

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

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

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

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

24 Occurrence (Has this occurred before/when): _____

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

26 Estimated Cost: _____

27 Effect on Delivery: _____

28 Justification for request: _____

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

ATTACHMENT 2

SUBSTITUTION REQUEST TEMPLATE

USE COMPANY LETTERHEAD FOR REQUEST DATE: _____

Subject: Substitution request for [COMPONENT NAME]

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

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

03 Component for Which Substitution Is Required: _____

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

05 Substitution Quantity Required: _____

06 Time Period for Substitution: _____

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

08 Number of Affected Menus: _____

09 Number of Affected Cases: _____

10 Proposed Substitution(s): _____

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

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

ATTACHMENT 3

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,

CONTINUED ON NEXT PAGE

SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

Escherichia coli (E. coli) or other identified pathogen(s) 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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

15. Review collected data for completeness and await results of confirmation testing; you are now prepared should the presumptive be confirmed as an actual positive. In your review if you identify a probable/possible source of contamination you should take immediate corrective action and notify the government.

16. The government may require additional inspection/review prior to certification of products offered during the interim period between notification of presumptive positive and the results of the confirmation test. To include, but not limited, to certification/verification that the offered lot has no relationship (equipment/environment; personnel; ingredients) to the presumptive lot.

17. Review the collected data from recent environmental sampling to help identify a probable/possible source of contamination.

PART B - 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

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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:

(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.

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

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

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

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

SECTION F - DELIVERIES OR PERFORMANCE

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 (JAN 1991) FAR

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

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

(1) To be completed by the offeror:
(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 *

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

(A) Size of trailer Ft
(B) Type of trailer
* Number of complete units (line item) to be shipped in carrier's equipment.
(2) To be completed by the Government after evaluation but before contract award:
(i) Rate used in evaluation ;
(ii) Tender/Tariff ;
(iii) Item .

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

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Contract Administration

Contract Administration will be performed by DLA Troop Support, Group Rations Division - FTRA.

G-2 Correspondence

All pertinent correspondence relative to this contract must be directed to DLA Troop Support, Group Rations Division - FTRA. Contractor's requests for acceptance of nonconforming supplies should be submitted to the assigned Quality Assurance Representative (QAR), i.e., U.S. Army Veterinary Inspector (AVI) or USDA Inspection as applicable. The QAR should forward your request directly to the Contracting Office. A copy of correspondence notifying the contractor of acceptance/rejection of waiver/ deviation requests will be furnished by the Contracting Officer.

G-3 Invoices

See DFARS clause 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (DEC 2018).

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.)

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

(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		(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)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (PRE-FILLED) (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).

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

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.)

Invoice (stand-alone) and Receiving Report (stand-alone) or Invoice and Receiving Report (combination)

(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	See Block 12 (SF26), 15 (DD 1155), or 18a (SF1449)	(If blank, see resulting award)
Issue By DoDAAC	See Block 5 (SF26), 6 (DD 1155), or 9 (SF1449)	(If blank, see resulting award)
Admin DoDAAC	See Block 6 (SF26), 7 (DD 1155), or 16 (SF1449)	(If blank, see resulting award)
Inspect By DoDAAC	SEE SECTION B	(If blank, see resulting award)
Ship To Code	SEE SECTION B	(If blank, see resulting award)
Ship From Code	SEE SECTION B	(If blank, see resulting award)
Mark For Code	SEE SECTION B	(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)

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
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.

See administer listed on page 1

(*Contracting Officer: Insert applicable information or “Not applicable.”*)
(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.
(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 Ordering

Orders will be placed with no less than am 120-day lead-time, and must be placed in economic production quantities, unless the component contractor concurs and there is no additional cost. The required delivery date will be established with the issuance of the delivery order.
Failure to deliver the required quantities by the date set forth in the delivery order may result in termination of the contract by default.

Orders may be cancelled partially or in total within 15 days of order placement for any reason. Any cancellation after 15 days may only be accepted with the express consent of the contractor.

Prices will be based on a FOB Destination basis. Acceleration or delay of any delivery may only occur at no additional cost to the Government and with the consent of the contractor. Additionally, deliveries must be scheduled to take advantage of economical shipping containers/rates.

H-2 Replacement of Defective Components

For cases of bulk-packed component items, if upon opening the case or during assembly a number of defective units are discovered in the case which cannot be readily segregated from useable components, e.g. leaking spreads or excessive accessory pack issues, the case must be removed from the assembly line and upon such verification from the Army Vet Inspector (AVI), the entire case will be considered defective, and placed on hold. The Contracting Officer must be given written notice of the defective product including the name and signature of the confirming AVI inspector. The assembler must include information regarding defective components and replacement of such components in its inventory reports.

H-3 Storage of Component Items

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONTINUED)

Components must be stored in such a manner as to protect them from damage due to temperature or humidity changes. DLA Troop Support may be contacted for assistance concerning individual component storage problems or concerns regarding proper methods. If bulk-packaged components are removed from storage in a frozen condition, they must not be exposed to high temperatures and/or humidity without first being tempered. Tempering will be done by raising the temperature to no greater than 40 degrees F the first 24 hours; and to no more than 65 degrees F and 55 percent humidity the second 24 hours. Packaging material must not be removed prior to completing the tempering procedure.

H-4 FIFO Requirements

Components will be utilized in assembly operations on the First-in, First-out (FIFO) basis (or contractor's date of pack when receipted). A contractor's component lot, described by the Julian date of pack, must be completely assembled and exhausted before assembling the next component lot.

H-5 Bulk Component Packaging

To assure the unwrapped components are packaged in a satisfactory manner, the following minimum sanitation requirements are established in the performance of any contract awarded:

A. Strict adherence to Good Manufacturing Practices is required.

B. An appropriate level of sanitation will be maintained in the bulk product packaging area in accordance with the facility sanitation program.

C. Personnel involved in packaging operations will be provided with clean white frocks as needed.

D. The hands of personnel participating in bulk product packaging operations must be clean at all times and free from sores, cuts, and/or abrasions.

E. Personnel involved in packaging operations will be required to wear head coverings (hat or hair net) and beard nets, when appropriate.

H-6 Subassemblies

Payment to assemblers will be based upon the number of completed boxes assembled and delivered. No compensation will be allowed for subassemblies, which are not incorporated into completed boxes.

H18 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS (FEB 2025)

SECTION I - CONTRACT CLAUSES

I-2 Production Facility Changes

Any change in the production facility initially stated in the contract must be approved by the Contracting Officer. Written requests for a change in production facilities must be submitted in writing to the Contracting Officer. Changes

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

in production facilities may be approved provided:

(1) Performance by small business or in labor surplus areas as required by the contract will not be changed;

(2) The change will not cause a delay in delivery or necessitate a change in the purchase description;

(3) The freight on board (f.o.b.) point is not changed; and

(4) Each request is supported by a price reduction of $250.00 to cover the Government's administrative costs to process the change.

The Government reserves the right to deny approval even if these four elements are met.

I-3 Food Defense

Refer to Section E for Food Defense requirements

I-4 Integrated Pest Management Plan

Integrated Pest Management (IPM) Program Requirements for Operational Rations

Applicable to all Operational Rations Facilities

15 November 2017

I. Scope and Applicability:

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

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

C. SECTION RESERVED

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

1. A statement on whether service is in-house or provided by an external provider. If the service provider is

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SECTION I - CONTRACT CLAUSES (CONTINUED)

external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.

2. A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.

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

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

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

II. Integrated Pest Management (IPM) Program Concepts

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

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.

2. Continuous product and facility inspections to include a pest surveillance program, utilizing pheromone surveillance technology.

3. Proper facility design, maintenance, and physical pest exclusion.

4. Proper stock handling and warehousing techniques.

5. Appropriate use of mechanical pest control techniques and trapping strategies.

6. Proper selection and application of pesticides, using those of least toxicity where feasible.

III. IPM Program Required Elements

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

A. Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation shall be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.

2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.

3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris shall be disposed of immediately. Waste receptacles shall be kept covered at all times.

4. Inbound conveyances shall be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation shall be immediately reported to DLA Troop Support. Outbound conveyances shall be inspected and rendered sanitary and pest free before loading.

5. Damaged product shall not be placed in the general storage area. Damaged product discovered in the general storage area shall be removed to a designated rework/salvage area. The rework/salvage area shall be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, shall be expeditiously disposed of with the approval of the Contracting Officer when required.

6. Ingredient mixing/batching rooms/areas shall receive detailed attention to sanitation requirements. Product residues associated with such operations shall not be allowed to accumulate.

7. The facility grounds shall be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters shall be kept covered at all times.

B. Product/Facility Inspections and Pest Surveillance

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

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

NOTE: The procedures in the following paragraph 3 must be fully implemented within thirty (30)

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days of contract award for solicitations containing this IPM program.

3. Insect surveillance shall be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items. NOTE: If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.

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

   b. Trap monitoring should be accomplished jointly by contractor and pest control subcontractor personnel when an external service provider is used. The in-plant Government Quality Assurance Representative (GQAR) shall have access to the monitoring records. Reports of activity over an extended period without action being taken shall be reported to the Contracting officer and DLA Troop Support-FTS. A written corrective and preventive action plan from the contractor shall be requested if the problem persists. If insect activity is observed within contractor facilities by the GQAR during the course of contract operations, exclusive of pheromone traps and electrocution devices, the GQAR shall immediately, verbally, notify the contractor and confirm this in writing. A copy of the written report shall simultaneously e-mailed to the Contracting Officer and DLA Troop Support-FTS. The contractor shall take immediate action and submit a written corrective plan (including specimen identification by the Contractor's Pest Management Company or Qualified Pest Management personnel) within 5-working days to the Contracting Officer and DLA Troop Support-FTS.

C. Facility Design, Maintenance, and Pest Exclusion

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

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

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

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

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

D. Stock Handling and Warehousing Techniques

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

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

E. Mechanical Control and Trapping Strategies

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

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

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

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

F. Pesticide Selection and Application

1. Applicator and Pesticide Documentation

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

b. The application of "General Use" pesticides may be performed by trained persons. Individual State

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

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

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

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

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

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

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

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

IV. Required Notifications

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

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

The GQAR and/or DLA Troop Support-FTS will inform contractors of unfavorable pest situations, as they are

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determined or observed during daily sanitary inspections or during audits. The contractor is required to submit a corrective and preventive action plan describing what actions are being taken to correct the unfavorable situation.

I-6 Small Business/Subcontracting Plan

****Small Business/Subcontracting Plans must address all 15 elements of FAR 52.219-9(d).**

Large business contractors must indicate what portion of the contract will be sourced from both Large Business (LB) and Small Business (SB). Under the portion to be sourced from Small Business, each subcategory (i.e., Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Veteran-Owned Small Business (VOSB) and HUBZone Small Business (HZSB) concerns) must address goals in terms of percentages and total dollars. This information must be provided for the performance period of the contract.

See FAR 2.101 and FAR 19.102 for small business definitions size standards.

The percentages must be formulated using the total to be sourced (i.e., both large and small business total dollars) as the divisor. The offeror must describe the proposed SB, SDB, WOSB, SDVOSB, VOSB, and HZSB concerns' participation in the performance of this contract at the product supplier levels.

These figures must pertain to the proposed acquisition only. These figures will represent what percentage/dollar value of products are to be supplied under this contract by a SB, SDB, WOSB, SDVOSB, VOSB, and HZSB manufacturer, grower, or private label holder.

The contractor must obtain at least 30% of the supplies for proposed contract from all SB firms (vs. LB firms) as indicated in the DoD Office of Small Business Programs pertaining to current subcontracting goals. Within the subcategories, the Contractor will obtain the minimum percentage for the following goals: 30% from SB, with individual SB subcategories goals of 5% from SDB, 5% from WOSB, 5% from SDVOSB firms, 5% from VOSB firms, and 3% from HZSB firms.

Example and format:

The following is the preferred format for the submission of small business data.

	Dollars	**Percent**
Total Contract Price:	$1,000,000	100%
Total to be Subcontracted:	$900,000	90%
To Large Business:	$630,000	70%
To Small Business:	$270,000	30%
SB:	$62,100	23%
SDB:	$13,500	5%
WOSB:	$13,500	5%
SDVOSB:	$13,500	5%
VOSB:	$13,500	5%
HZSB:	$8,100	3%

*Note: Total Contract Price cannot be equal to Total to be Subcontracted

Notes:

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(1) Please ensure offeror dollars are not included in the total subcontracted dollar value. The total contract value and total subcontract value must not be the same.

(2) When calculating figures for the chart above, the business size of the manufacturer, grower, private label holder is to be considered, NOT the business size of the broker/agent that may have supplied the product to the Contractor.

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

52.203-14 DISPLAY OF HOTLINE POSTER (NOV 2021) FAR

As prescribed in 3.1004(b), insert the following clause:
(a) Definition.
"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
(b) Display of fraud hotline poster(s). Except as provided in paragraph (c).
(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites.
(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
(3) Any required posters may be obtained as follows:

Poster(s)	**Obtain from**
&ZF_203_14_01&	**&ZF_203_14_02&**
&ZF_203_14_03&	**&ZF_203_14_04&**

(Contracting Officer shall insert ---
(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
(ii) The website(s) or other contact information for obtaining the poster(s).)
(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—
(1) Is for the acquisition of a commercial product or commercial service; or
(2) Is performed entirely outside the United States.

(End of clause)

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (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

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) DFARS

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2023) DFARS

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT -- MAINTENANCE (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (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, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION 2026-O0038) (FEB 2026) FAR

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION 2026-O0038) (FEB 2026) 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

52.210-1 MARKET RESEARCH (NOV 2021) FAR

52.211-5 MATERIAL REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-2 AUDIT AND RECORDS - NEGOTIATION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021) FAR

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (DEVIATION 2026-O0038) (FEB 2026), ALT III (OCT 1997) FAR

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (DEVIATION 2026-O0038) (FEB 2026) FAR

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (JAN 2025) DFARS

252.215-7011 REQUIREMENTS FOR SUBMISSION OF PROPOSALS TO THE ADMINISTRATIVE CONTRACTING OFFICER AND CONTRACT AUDITOR (JAN 2018) DFARS

252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (DEC 2022) DFARS

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 19.101(a)(2)(iii)(A), insert the following clause:
(a) *Definitions*. As used in this clause --
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.
Small business concern --
(1) 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 in 13 CFR part 121 and the size standard in paragraph (c) of this clause.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:
(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts-
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.
(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --
(1) Was set aside for small business and has a value above the simplified acquisition threshold;
(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.
(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
(1) The Contractor represents that it **[]** is, **[]** is not a small business concern under *NAICS Code* assigned to *contract number* .
(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it **[]** is, **[]** is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it **[]** is, **[]** is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it **[]** is, **[]** is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it **[]** is, **[]** is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(6) *HUBZone joint venture eligible under the HUBZone Program*.[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it **[]** is, **[]** is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*]

(End of clause)

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

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

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

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-50 COMBATING TRAFFICKING IN PERSONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION 2026-O0038) (FEB 2026) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION 2026-O0040, REVISION 1) (APR 2026) FAR

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023) DFARS

52.223-23 SUSTAINABLE PRODUCTS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.223-7009 PROHIBITION OF PROCUMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (MAR 2024) FAR

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

Standard Element ZB_225_7006 has no Title

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

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) DFARS

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

252.225-7013 DUTY-FREE ENTRY (OCT 2025) DFARS

252.225-7021 TRADE AGREEMENTS (FEB 2024) DFARS

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013) DFARS

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024) DFARS

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023) DFARS

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.226-7 DRUG-FREE WORKPLACE (MAY 2024) FAR

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR

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

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

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENT (FEB 2021) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

252.232-7011 PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS (MAY 2013) 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

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.

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS, ALT I (DEVIATION 2026-O0038) (FEB 2026) FAR

Alternate I As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) *Governmentwide exclusion and removal orders.*

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(1). [*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders*:]

Yes [] No [] DHS FASCSA Order

Yes [] No [] DoD FASCSA Order

Yes [] No [] DNI FASCSA Order

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

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS

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

Standard Element ZB_240_7998 has no Title

Standard Element ZB_240_7999 has no Title

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) FAR

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

As prescribed in 243.205-71 , use the following clause:
(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.
(b) In accordance with 10 U.S.C. 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.

(Official's Name)

(Title)
(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including -
(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.
(d) The certification requirement in paragraph (b) of this clause does not apply to -
(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
(2) Final adjustment under an incentive provision of the contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003) FAR

(a)*Definitions.* As used in this clause --
Commercial product, commercial service and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) *2.101*.
Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or

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SECTION I - CONTRACT CLAUSES (CONTINUED)

subcontractor at any tier.
(b)To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(c)(1)The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:
(i)52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
(ii)52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
(iii)52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR 3.900(a).
(iv)52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
(v)52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
(vi)52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(vii)52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(viii)52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(ix)(A)52.204-30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) (Pub. L. 115 -390, title II).
(B)Alternate I (Dec 2023) of 52.204-30.
(x)52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(xi) [Reserved]
(xii) [Reserved]
(xiii)52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));
(xiv)52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).
(xv)52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
(xvi)52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
(xvii)(A)52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
(B)Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).
(xviii)52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
(xix)52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
(xx)(A)52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
(B)Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
(xxi)52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxii)52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
(xxiii)52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxiv)52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
(2)While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d)The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS

252.244-7999 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0015) (FEB 2026) DFARS

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.246-26 REPORTING NONCONFORMING ITEMS (AUG 2024) FAR

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) DFARS

252.246-7008 SOURCES OF ELECTRONIC PARTS (JAN 2023) DFARS

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA --- BASIC (OCT 2024) DFARS

Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:
(a) Definitions. As used in this clause --
"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.
"Ocean transportation" means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.
"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 supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
"U.S.-flag vessel" means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.
(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) Other than commercial products; or
(B) Commercial products 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, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --
(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or
(2) U.S.-flag vessels are otherwise not available.
(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, however, if a DoD waiver is not approved prior to shipper's sailing date, this 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 current, diligent 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 quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the carrier.
(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;

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels 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 DoD. 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 --
(1) Shall notify the Contracting Officer of that fact; and
(2) Hereby agrees to comply with all the terms and conditions of this clause.
(i) Subcontracts. In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:
(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in 52.107(b), insert the following clause:
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
FAR: https://www.acquisition.gov/?q=browsefar
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020) FAR

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

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

(End of Clause)

52.253-1 COMPUTER GENERATED FORMS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021) DFARS

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024) DFARS

As prescribed in 204.1202, use the following provision:
Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:
(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.
(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
[ ] (i) Paragraph (e) applies.
[ ] (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services --Representation. Applies to all solicitations.
(ii) 252.216-7008, Economic Price Adjustment --Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services --Representations. Applies to solicitations for the acquisition of commercial satellite services.
(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.
(vi) 252.229-7012, Tax Exemptions (Italy) --Representation. Applies to solicitations and contracts when contract performance will be in Italy.
(vii) 252.229-7013, Tax Exemptions (Spain) --Representation. Applies to solicitations and contracts when contract performance will be in Spain.
(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
[ ] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
[ ] (ii) 252.225-7000, Buy American --Balance of Payments Program Certificate.
[ ] (iii) 252.225-7020, Trade Agreements Certificate.
[ ] Use with Alternate I.
[ ] (iv) 252.225-7031, Secondary Arab Boycott of Israel.
[ ] (v) 252.225-7035, Buy American --Free Trade Agreements --Balance of Payments Program Certificate.
[ ] Use with Alternate I.
[ ] Use with Alternate II.
[ ] Use with Alternate III.
[ ] Use with Alternate IV.
[ ] Use with Alternate V.
[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
[ ] (vii) 252.232-7015, Performance-Based Payments --Representation.
(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

FAR/DFARS Provision #	Title	Date	Change

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

(End of provision)

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

As prescribed in 7.203 , insert the following provision:

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.108-6(a), insert the following provision:

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned --

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It [] is, [] is not an inverted domestic corporation; and

(2) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.104-7(a), insert the following provision:

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) The Offeror has **[ ]** has not **[ ]**, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed at 9.104-7(b), insert the following provision:
(a) *Definitions*. As used in this provision --
Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
Federal contracts and grants with total value greater than $10,000,000 means --
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in -
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.104-7(d), insert the following provision:
Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation Date)
(a) The Government will not enter into a contract with any corporation that --
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that -
(1) It is **[ ]** is not **[ ]** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is **[ ]** is not **[ ]** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 19.110(b), insert the following provision:
(a) Evaluation preference.
(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
(ii) Otherwise successful offers from small business concerns.
(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.
Offeror chooses to waive the evaluation preference.
(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.219-31 NOTICE OF SMALL BUSINESS RESERVE (MAR 2020) FAR

52.225-18 PLACE OF MANUFACTURE (AUG 2018) FAR

As prescribed in 25.1101(f), insert the following solicitation provision:
(a) Definitions. As used in this provision --
"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except --
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.
"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --
(1) **[ ]** In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) **[ ]** Outside the United States.

(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE (NOV 2014) DFARS

Basic. As prescribed in 225.601(5), use the following provision:
(a) *Definitions.* "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements --Basic clause of this solicitation.
(b) *Evaluation.* The Government --
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless --
(i) There are no offers of such end products;
(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
(iii) A national interest waiver has been granted.
(c) *Certification and identification of country of origin.*
(1) For all line items subject to the Trade Agreements --Basic clause of this solicitation, the offeror certifies that each end product to be delivered

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)

(End of provision)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION -- REPRESENTATION (JUN 2023) DFARS

252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (CLASS DEVIATION 2024-O0006, REVISION 1) (MAR 2024) DFARS

Use the following provision in solicitations that include the clause at 252.225-7967:

(a) *Definitions*. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.

(b) *Representation*. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more 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.

(End of provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS —NOTICE AND REPRESENTATION (JUN 2020) FAR

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means --

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if --

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at *www.irs.gov/w14.* Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that --

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that --I am claiming on the IRS Form W-14 [ ]

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

a full exemption, or [ ] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then --

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions.*

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020) FAR

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement --Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b)resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards --Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes [ ] No

(End of provision)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 40.205(a), insert the following provision:
(a) *Definitions.* As used in this provision- --
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means --
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology --
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit) --
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer --
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if --
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019) DFARS

(a) *Definitions.* As used in this provision, *covered defense telecommunications equipment or services* has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".
(c) *Representation.* The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITON OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (MAY 2021) DFARS

As prescribed in 240.270-6(b), use the following provision:
The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services --Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology,* and *substantial or essential component*, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition.* Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation.* If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services --Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:
The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS - CERTIFICATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.109-5, insert the following provision:
(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.
(b) *Certification*. [*Offeror shall check either (1) or (2).*]

(1) The Offeror certifies that -
(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and
(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

(2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.
(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.
(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.
(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:
(i) An inability to certify compliance.
(ii) An inability to conclude compliance.
(iii) A statement about compliance concerns.
(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.
(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
(d) Do not submit an offer unless --
(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
(i) Waived application under 22 U.S.C. 2593e(d) or (e); or
(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).
(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.
(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L06 Agency Protests (DEC 2016)

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

L09 Reverse Auction (OCT 2016)

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

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

Offerors of this decision and the following applies:

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

(2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as “offer A” or “lowest-priced offeror.” By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

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

(4) The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead” offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.

(5) Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

(6) Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a “Trained Offeror.” Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the “trained offeror” title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

L21 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) - DLA Troop Support - Subsistence (FEB 2017)

Offerors must submit the CAP for items identified with surge requirements in Section C of the solicitation. The CAP must --

(1) Outline the offeror's method of addressing the S&S requirements, whether defined as a percentage of annual demands or by individual line items. If the S&S quantity or delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed strategy to offset the

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shortfall.

(2) Describe how the offeror will reduce peacetime production lead times by 50% to meet S&S requirements.

(3) Provide letters of commitment or other agreements from suppliers and service providers (e.g., additional equipment or warehouse space) confirming they can meet S&S requirements.

(4) Provide a plan to continue operations from an alternate facility in the event the primary facility is damaged or otherwise unable to operate at full capacity.

(5) Identify competing priorities for the same resources, and ensure that meeting surge delivery requirements is independent of any other contracts or production requirements.

(6) Identify the lead time for providing required S&S capability.

(7) If applicable, include an exit strategy describing how to transition and ramp-down S&S assets and any Government investment.

Note: Annotate the maximum Surge quantity you can provide for each RNC Spreads component item for the listed time frames of the spreadsheet below. The quantity listed for each time frame must be unique to that time frame, and not cumulative of the previous time frame(s). List the cumulative surge quantity of all time frames under the "Total" column. The proposed Surge quantities should be based on the offeror's maximum capacity for each item in schedule B in accordance with the timelines cited below. This information should be submitted in the chart below, or separately in a similar format. This information must be submitted along with the Surge and Sustainment Plan in each of the offeror's technical proposals by the closing date of the solicitation in accordance with the requirements cited in section L-6 below.

		Timeframes (in days)						Total
Line #	Item	0-30	31-60	61-90	91-120	121-150	151-180	
1	Heater Trays							
3	Pull Tabs							

L-1 Offers and Pricing

Offerors are requested to submit offers in all three tiers. **Offerors may submit their offered prices below, 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.

1. HEATER TRAY, ASSEMBLED (MIL-DTL 32235)
NSN: 8970-01-596-4514
Tier 1 unit price $_____
Tier 2 unit price $_____
Tier 3 unit price $_____
Tier 4 unit price $_____
Tier 5 unit price $_____

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

2. HEATER MODULE, BOIL-IN-BAG (BIB) EGG MODULE (MIL-DTL 32235)
NSN: 8970-01-596-4504
Tier 1 unit price $_____ Portion Subject to EPA $_____
Tier 2 unit price $_____
Tier 3 unit price $_____
Tier 4 unit price $_____
Tier 5 unit price $_____

3. PULL TABS (MIL-DTL 32235)
NSN: 8970-01-547-8516
Tier 1 unit price $_____
Tier 2 unit price $_____
Tier 3 unit price $_____
Tier 4 unit price $_____
Tier 5 unit price $_____

L-2 Submission of Offers

DLA Troop Support is utilizing Lowest Price Technically Acceptable (LPTA) source selection award procedures for this acquisition. The Government will make an award to the offeror with the proposal that represents the best value. Offerors must ensure that they complete and submit all requirements of the solicitation. Offerors must submit a Completed Solicitation in accordance with paragraph L-3; Technical Proposal in accordance with paragraph L-4; Business (Price) Proposal in accordance with paragraph L-5; and Additional Submission Requirements in accordance with paragraph L-6. Information and all Product Demonstration Models (PDMs), along with the certified analytical product results, must be submitted as part of your offer for this technical evaluation factor no later than the time and date set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraphs L-3 through L-6 to facilitate the Government's proper, thorough, and timely review of your proposal. The complete proposals should be specific, stating clearly how you will meet all the requirements of the solicitation. Failure to furnish all required information and PDMs by the time specified in the solicitation may be cause for rejection of the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

Your proposal must be prepared and submitted in separate parts to the following email James Kahn (james.kahn@dla.mil) and Thomas Haley (Thomas.haley@dla.mil) or to the following address:

ATTN: James Kahn and Thomas Haley

DLA Troop Support

700 Robbins Avenue

Building 6B090

Philadelphia, PA 19111

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

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

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

L-3 Completed Solicitation

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

L-4 Technical Proposals

The Technical Proposal Factors are:

A. Product Demonstration Model (PDM) Information:

Product Demonstration Model (PDM): The Government requires Product Demonstration Models (PDMs) for each item while the solicitation is open. The PDMs must be received no later than the time set for closing of offers. Offers will be evaluated to determine compliance with all characteristics listed for evaluation in FAR 52.212-2 herein. Failure to furnish this information and PDMs by the time specified in the solicitation may be cause for rejection of the proposal. The offer may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the offer to set forth any information you wish to bring to the attention of the Government.

Solicitation Provisions:

Product Demonstration Models (PDMs) are to be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDMs will become the property of the Government and will not be returned to the offeror. Failure to submit PDMs may result in rejection of an offer.

a. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not be comparable to the product produced on a production line, which result in rejection of the product. Also major changes in production methodology or packaging, such as implementation of new technology, may result in production that does not meet the production standard, which would require the submission and evaluation of new PDMs. Should the contractor at any time plan to, or actually produce the product using different raw material or process

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

methodologies from the approved Product Standard, which result in a product non-comparable to the Product Standard, the contractor shall arrange for a Replacement PDM approval. In any event, all product produced must meet all requirements of this document including Product Standard comparability.

b. The Government will evaluate the PDMs for compliance with the item descriptions and product specifications and will also evaluate the sensory attributes of the food product to include appearance, odor, flavor and texture using the recognized 9-point quality rating scale to determine product quality. PDMs must conform to all specification/production description characteristics. Failure of models to conform to the specification may result in rejection of offer. Product offered shall conform to all packaging, labeling, and packing requirements as well as analytical requirements. The government shall not accept product from any resultant contract which does not conform to all requirements.

c. Vendors shall have one opportunity to correct any deficiencies found during the evaluation of PDMs submitted as part of the initial proposal and have their PDM pass evaluation. Vendors are advised that if they have any unacceptable PDMs after the second evaluation, their proposal will be determined to be technically unacceptable and they will not be considered for award. The Government shall require each PDM to be rated as “Acceptable”. Revised or alternate PDMs submitted during negotiations shall be evaluated for the same criteria detailed above.

d. PDMs shall be submitted as follows:

A total of 30 samples of PDM items shall be submitted as stated below:

i. A total of 12 PDMs shall be sent to:

DEPARTMENT OF THE ARMY
FCDD-SCC-EMR (Attn Jill Bates)
COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760-5056
Lab # 520-714-2540
jill.m.bates.civ@army.mil

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

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

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

Offerors may direct proposed subcontractors to submit PDM samples directly to DEVCOM SC on their behalf. In those instances, the offeror will send written notification of subcontractor

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

submissions to DEVCOM SC and such PDMs must be clearly labeled for which offeror they are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated until written notification from the offeror is received. This consideration does not relieve the offeror of the full responsibility for submitting all PDMs in a timely manner. Late submissions of PDMs may be the basis for rejection of the proposal.

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

ii. A total of 16 PDMs shall be sent to the cognizant in-plant Government inspector. In this instance, the offeror shall advise the Government inspector after production of the PDMs and shall obtain a signed statement from the inspector confirming possession of the samples and identifying the samples as from the same production lot as those submitted to DEVCOM SC. The offeror shall submit this statement(s) with this balance of PDM samples submitted to DLA Troop Support.

iii. The remaining 2 PDMs of the same product lot code as those submitted to DEVCOM SC and the USDA government inspector shall be mailed along with your technical proposal to the address indicated on Block 9 at DLA Troop Support (attn. James Kahn) on the first page of the solicitation. Coordinate sample submission with the Contracting Officer prior to submittal to DLA Troop Support- Subsistence.

iv. PLEASE NOTE: This requirement is waived for any offeror who has submitted and received an acceptable rating on a PDM or FA from DEVCOM SC, in the 12 months prior to the solicitation close date. Please provide documentation from DEVCOM SC of the passing PDM score.

v. Late submissions of PDMs may be the basis for rejection of the proposal.

vi. The PDMs required in this part of the solicitation, which are submitted to DEVCOM SC, must have any required analytical results included as part of the offer for this technical evaluation factor. The analyticals are to be self-certified or certified by the USDA (i.e., testing of official USDA samples by a USDA/AMS laboratory) for current suppliers of these items and self-certified by other potential offerors. Failure to submit the required certified analyticals with PDMs may result in the proposal not being considered for award. The offeror should include applicable documentation to establish that the product has been processed to meet commercial sterility requirements. e.g.: including incubation sample results.

e. Every 12 months, the Government Quality Assurance Representative (GQAR) will randomly select 12 replenishment samples for DEVCOM SC and 16 replenishment samples for the government's supply at origin from a lot accepted by the government for all contractual requirements. The contractor will be responsible for shipment to DEVCOM SC. This replenishment may occur earlier if necessary to ensure an adequate supply of

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

PDM samples. The contractor will also use samples from this same lot as the production standard.

i. Replenishment PDMs are defined as product samples used to reestablish the product standard due to depleting the current PDM stocks or as required by schedule. Replenishment PDMs will be evaluated for appearance, odor, flavor and texture, must be equal to or better than the existing product standard for all characteristics, and must meet the requirements for those characteristics in the appropriate product technical requirements document or specification(s). Upon acceptance the replenishment PDM will become the new product standard.

ii. If a Replenishment PDM is rejected by DEVCOM SC, the next conforming production lot will be submitted by USDA as a Resolution PDM Replenishment. This follow-up Resolution PDM Replenishment and any subsequent Resolution lots cannot be shipped by the manufacturer without an acceptable evaluation result from DEVCOM SC.

iii. The cut-off date for PDM Replenishments will be 18 months. After 18 months, USDA will submit a PDM sample to DEVCOM SC as a Replacement PDM, following the PDM submittal process. The production lot that is used for the Replacement PDM submittal cannot be shipped by the manufacturer without an acceptable evaluation result from DEVCOM SC.

f. If the contractor wishes to establish a new standard, that new standard would be called a Replacement PDM.

Replacement PDMs are defined as product samples that are non-comparable to the established PDM, e.g. due to different ingredients or process methodologies. Replacement PDMs are submitted by the contractor and follow the same submittal process as the initial PDM. At no time will there be two standards for the product.

g. Periodic Review samples are required for all Polymeric Tray items. The following are the requirements and distribution of samples: The USDA Inspector shall select eight samples of each item produced during each month of Polymeric Tray production. The eight samples will be selected from four random sampling points in the lot and DEVCOM SC will receive samples from each of those four sampling points. The remaining samples will be distributed to the USDA review locations. These samples shall be designated as Monthly Review Samples. The USDA Inspector will ship them monthly to the following locations at the contractor's expense:

One sample of all items to each of the USDA, AMS, FV, SCI Division Review Locations:

Operational Rations Marketing Specialist, Anthony Foresi (one sample)
Operational Rations Marketing Specialist, David Gonzalez (one sample)

Operational Rations Marketing Specialist, Louis Obot (one sample)

USDA Area Office Officer-in-Charge (one sample)

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

AND

Four samples of all items to:

DEPARTMENT OF THE ARMY
FCDD-SCC-EMR (Attn Jill Bates)
COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER
10 GENERAL GREENE AVENUE
NATICK, MA 01760-5056

In the event that an offeror's PDM was found technically acceptable, but not offered the award, the offeror may present the remainder of the PDM lot, to the Government for purchase at the awarded price. The Government retains the option to purchase the remainder of the lot at the order price.

L-5 Business (Price) Proposal

The Government reserves the right to require information other than cost or pricing data, as defined at FAR 2.101, or cost and pricing data, as applicable and if required to determine price reasonableness of any offer(s).

Pricing must be submitted for the Heater Tray Items for all three tiers on an F.O.B Destination basis. Failure to offer pricing on all five tiers of the offered line item may be deemed as non-acceptance of the line item and/or tier(s), which could result in rejection of the entire proposal as technically unacceptable. Different prices may be offered per tier; however, offerors are not required to offer on all line items. Because the Government contemplates awarding contracts on a per-line-item basis, multiple contracts may be awarded, including contracts that include only a single line item. Only one price per line item, per tier will be accepted. Prices must be rounded to the nearest cent. Refer to section B-1 for estimated and IQC quantities.

“Portion Subject to EPA” represents the cost of each item that is subject to adjustment. The portion subject to EPA refers to the element of cost for each item that is outside the control of the offeror; specifically, the product material costs of eggs. However, the portion subject to EPA does NOT include any costs that are within the control of the vendor, including, but not limited to, the vendor's labor, overhead, general and administrative expenses, transportation, and profit.

Offerors must state their prices in section L-1 of this solicitation, or separately in a similar format.

L-6 Additional Submission Requirements

1. **Food Defense Plan**: In accordance with the Food Defense requirement identified in Section E-1-A, the offeror must submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. This plan must be submitted with the offeror's initial offer. See note below for instructions on referenced plans.

2. **Integrated Pest Program**: Contractors and subcontractors must submit an Integrated Pest Management Plan based on the requirements stated in Section I-4. This plan must be submitted with the offeror's initial offer. See note below for instructions on referenced plans.

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

3. **Small Business/Subcontracting Plan (applicable to large businesses only)**: Contractors must submit a Small Business/Subcontracting Plan based on the requirements stated in Section I-6. This plan must be submitted with the offeror's initial offer.

4. **Surge and Sustainment Plan:** Refer to provisions **C06 Surge and Sustainment (S&S) Requirements (FEB 2017)** and **L21 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) - DLA Troop Support -Subsistence (FEB 2017)** for Surge and Sustainment Plan requirements and submissions instructions bases on the requirements stated in Section I-7. This plan must be submitted with the offeror's initial offer.

5. Quality System Plan: Contractors must submit a Quality Systems Plan based on the requirements in Section E. This plan must be submitted with offerer's initial offer

Note: Additional submission requirements guidelines can be found at the Troop Support Subsistence website https://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality/

Note: The successful awardee will be required to maintain an acceptable Food Defense Plan, Integrated Pest Management Plan, Small Business Subcontracting Plan (if applicable), Surge and Sustainment Plan, and Quality System Plan throughout the life of the contract throughout the life of the contract. The awardee must have a Food Defense Plan and Integrated Pest Management Plan approved by the contracting officer prior to contract award.

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS

52.204-7 SYSTEM FOR AWARD MANAGEMENT -- REGISTRATION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION, ALT I (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) FAR

52.215-22 LIMITATIONS ON PASS - THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT (DEVIATION 2026-O0038) (FEB 2026) FAR

252.215-7012 REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018) DFARS

As prescribed in 215.110-70(e)(3), use the following provision:
The Offeror shall submit the cost portion of the proposal via the following electronic media: *[Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]*

(End of provision)

252.215-7013 SUPPLES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023) DFARS

252.215-7994 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- BASIC (DEVIATION 2026-O0048) (MAR 2026) DFARS

52.216-1 TYPE OF CONTRACT (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 16.105 , complete and insert the following provision:

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT, ALT I (DEVIATION 2026-O0038) (FEB 2026) FAR

L06 AGENCY PROTESTS (DEC 2016)

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

As prescribed in 52.107(a), insert the following provision:
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
FAR: https://www.acquisition.gov/?q=browsefar
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020) FAR

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

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

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

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

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

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

(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 Source Evaluation and Selection Procedures

Evaluation Process

1. Technical Evaluation: Offerors are required to submit a technical proposal as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical requirements specified in section M-2. Proposals highly technically deficient as to make them incapable of being made technically acceptable may be rejected and excluded from the competitive range. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after rejection.

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

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

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

M-2 Evaluation Factors for Award (Evaluation Criteria)

The Government will use Lowest Price Technically Acceptable source selection procedures in evaluating proposals. The Government will make an award to the responsible offeror(s) whose proposal offers the lowest evaluated price per line item and is rated as technically acceptable. An offeror's proposal on any line item must be considered technically acceptable to be considered for award. To be considered technically acceptable, the offeror must submit an acceptable PDM for that line item.

A. Evaluation of Product Demonstration Models (PDMs)

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

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

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

   In the event the Government conducts negotiations, an offeror that receive an “Unacceptable” rating on an initial PDM will be given the opportunity to submit a Revised PDM. Revised PDMs that are submitted for a final evaluation will be evaluated using the same criteria discussed above. Offerors are advised that if they have more than three (3) unacceptable Revised PDMs after the final evaluation, the proposal will be found technically unacceptable and the offer will not be considered for award.

2. If an offeror already holds a previously acceptable PDM, they can reference that PDM in their technical proposal. For referenced PDMs, the offeror must provide; the name of the component, lot number, the date when the PDM was accepted, and contract or solicitation number the PDM was accepted under. Additionally, the offeror must provide the written letter or email notification by DLA Troop Support that notified the offeror of that PDM's acceptance. Referenced PDMs must not be more than 365 calendar days old at close of solicitation (Note: If the solicitation closing date has been extended, then the Referenced PDMs must not be more than 365 days old at the closing of the extended date specified via

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amendment). Initial, Initial Revised, Revised, Replenishment, Replacement, and New PDM results are all acceptable forms of PDMs that can be referenced as a part of an offeror's Technical Proposal. Periodic Review results of PDMs do not constitute as previously accepted PDMs that can be referenced as a part of the Technical Proposal.

B. Evaluation of Business (Price) Proposal

Refer to Section L-5 for Business (Price) Proposal submission procedures.

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

2. The Government will be utilizing Price evaluation preferences for HUBzone Small Business concerns in accordance with FAR 19.1307.

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

M-3 Additional Submission Requirements

Additional Submission Requirements will be reviewed for acceptability but will not be evaluated for the award decision.

1. The Food Defense Plan will be reviewed to determine acceptability.
2. The Integrated Pest Management Plan will be reviewed to determine acceptability.
3. The Small Business Subcontracting Plan, if applicable, will be reviewed to determine acceptability.
4. The Surge and Sustainment Plan will be reviewed to determine acceptability.
5. The Quality Systems Plan will be reviewed to determine acceptability

NOTE: The successful awardee will be required to maintain an acceptable Food Defense Plan, Integrated Pest Management Plan, and Small Business Subcontracting Plan (if applicable) throughout the life of the contract. The contracting officer must approve these plans prior to award.

M07 Surge and Sustainment (S&S) Evaluation (FEB 2017)

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

(1) Capability Assessment Plan (CAP) Evaluation: The CAP will be reviewed and assessed for responsiveness, completeness, and technical merit. The CAP must demonstrate (i) the offeror's ability to provide the full S&S quantity and meet the delivery requirements as specified in the solicitation; (ii) the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and/or delivery requirements; and (iii) the ability to achieve the solutions without Government investment. If the CAP includes Government investment, the evaluation includes plans to refresh or replace S&S material and related exit strategy to ensure the Government's continued surge capability.

(2) S&S Past Performance History: The quality and extent of the offeror's historical surge support performance will be considered as part of the overall past performance evaluation. In the absence of or in addition to historical S&S capability support, the contracting officer may consider other relevant performance history that demonstrates the offeror's ability to respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both.

(3) The contracting officer will include the S&S price in the overall price evaluation.

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