SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900) ▶ RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	SPM3S1-11-R-7075	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	07/07/2011	

7. ISSUED BY CODE SP0300

DIRECTORATE OF SUBSISTENCE - DLA - TROOP SUPPORT
CONTRACTING AND PRODUCTION DIVISION

8. ADDRESS OFFER TO *(If other than item 7)*

SEE PAGE 02 FOR ADDITIONAL INSTRUCTIONS

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and NO copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in DLA Troop Support bldg. 36, Bid Opening Room until 4:00 pm *(Hour)* local time 08/05/2011 *(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. TELEPHONE *(NO COLLECT CALLS)* AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	STEPHEN GRANATO	215	737	3839	stephen.granato@dla.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1-5	X	I	CONTRACT CLAUSES	76-124
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	7-13			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	14-19	X	J	LIST OF ATTACHMENTS	125
X	D	PACKAGING AND MARKING	19-23			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	24-66	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	126-13
X	F	DELIVERIES OR PERFORMANCE	67-68				
X	G	CONTRACT ADMINISTRATION DATA	69	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	136-14
X	H	SPECIAL CONTRACT REQUIREMENTS	70-75	X	M	EVALUATION FACTORS FOR AWARD	149-15

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 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 THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.

☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL 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)*

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*

JAMES A. LECOLLIER

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.

SOLICITATION AND OFFER - FORM SF33
Page 2 (CONTINUATION SHEET)

Offer Due Date/Local Time: Friday August 5, 2011 – 4 PM

Block 8
Mailed offers should be sent to:

DLA Troop Support
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation Number: SPM3S1-11-R-7075
Opening/Closing Date and Time: 07/07/2011 – 8/05/2011 4pm (local)

Block 9
Handcarried offers, *including delivery by commercial carrier*, should be delivered to:

DLA Troop Support
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation Number: SPM3S1-11-R-7075
Opening/Closing Date and Time: 07/07/2011 – 8/05/2011 4pm (local)

NOTE: All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for federal holidays as set forth in 5 U.S.C. 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Form SF33.

CAUTION NOTICE

1. This solicitation is for the procurement for Government Furnished Material (GFM) for the Meal Ready To Eat (MRE) ration program. Under this solicitation the government, DLA Troop Support, would contract with Meal Ready To Eat (MRE) component supplier(s) to provide the items on this solicitation and have our supplier(s) deliver them to the MRE assemblers. The assemblers, currently three companies, would take these items into their inventory and place them into MRE meal bags as they assemble the end-item meals.

AmeriQual Packaging	SOPAKCO, Inc.	The Wornick Company
225 West Morgan Avenue	118 S. Cypress Street	Prepared Foods Division
Evansville, IN 47710	Mullins, SC 29574	4700 Creek Road
		Cincinnati, OH 45242-8330

2. Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors may use any transmission method authorized by the solicitation (*i.e.*, regular mail, electronic commerce, or facsimile). If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposals are due.
NOTE: ***E-mail Transmissions are not acceptable for submitting initial proposals. See Section L for additional information regarding the submission of initial proposals.***

Offerors are urged to use extreme caution in preparing their response to this solicitation. Carefully review all terms and conditions.

3. This solicitation contains four (4) one year options in addition to the base year. **Failure** to indicate acceptance of the option by annotating the offeror's dollar value for these line items contained may be deemed as non-acceptance of the option and could result in **rejection** of the offeror's entire proposal.

4. All offerors must register in "Central Contractor Registration" (CCR) to be eligible for award.

5. Proposals submitted are considered proprietary and/or competition sensitive in nature. Use of the information provided on the proposals is for evaluation purposes only and will be limited to duly accredited officials of the Department of Defense who are subject to penalties for unlawful disclosure.

CAUTION NOTICE - CONTINUED

6. This solicitation contains Surge and Sustainment Clauses which gives the Government option to increase the quantity of supplies or services called for under this contract; and/or accelerates the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in these clauses. Surge and Sustainment capability is a requirement of this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP), and past S&S performance. The offeror's proposal may be deemed nonresponsive for failure to submit the required S&S information in accordance with the solicitation. A printed copy of the company profile and Capability Assessment Plan must be returned with this solicitation.

The required CAP information will allow the DLA Troop Support to assist readiness analysts in predicting, evaluating and improving the ability of private industry to meet an increase in the Government's demands in a surge situation. Surges in the Government's requirements occur during military operations, humanitarian assistance missions, and domestic or foreign natural disaster relief. Please contact Kristen Gillespie at 215-737-9118 if you have any concerns or questions.

7. Contracts that result from this solicitation will be Indefinite Quantity Contracts (IQCs) as provided in FAR Clause 52.216-22, Indefinite quantity Contracts. 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. The top of the range is the maximum (the IQC maximum quantity) which is the largest quantity the Government may order, and which the contractor agrees to provide if ordered. The Government may order any quantity within the range. Sometimes an estimated quantity is also stated, which may be the same as the minimum or maximum, or it may be a quantity within the IQC range.

8. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (DEC 2010)

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 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)

If this solicitation or 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

CAUTION NOTICE - CONTINUED

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)

9. For more information, please contact Stephen Granato, Contract Specialist at (215) 737-3839 or James Lecollier, Contracting Officer at (215) 737-3625.

TABLE OF CONTENTS

	PAGES
Section A – SF33 with continuation sheet	1-2
Caution Notice	3-5
Section B – Supplies	7-13
Section C – Descriptions/ Specifications	14-19
Section D – Packaging and Marking	19-23
Section E – Inspection and Acceptance	24-66
Section F – Deliveries or Performance	67-68
Section G – Contract Administration Data	69
Section H - Special Contract Requirements	70-75
Section I – Contract Clauses	76-124
Section J – List of Documents, Exhibits and Other Attachments	125
Section K – Representations, Certifications and Other Statements of Offerors	126-135
Section L – Instructions, Conditions and Notices to Offers	136-148
Section M – Evaluation Factors for Award	149-153

SECTION B

B-1. ITEMS TO BE SUPPLIED

A. FOR MRE ASSEMBLY: MRE COMPONENTS are F.O.B. Destination, TPK-1, and shall be priced to the following three F.O.B. Destinations:

AmeriQual Packaging	**SOPAKACO, Inc.**	**The Wornick Company**
225 West Morgan Avenue	**118 S. Cypress Street**	**Prepared Foods Division**
Evansville, IN 47710	**Mullins, SC 29574**	**4700 Creek Road**
		Cincinnati, OH 45242-8330

NOTE: Firms should be cautioned that the above listed destinations are for pricing purposes only. Some or all of these locations could change with the award of the new MRE contract around November 2011. Actual ordering quantities and shipping information will be provided in individual delivery order(s). Offerors are solicited on an FOB Destination basis only. Any offers submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive.

B. QUANTITY REQUIREMENTS FOR BASE & OPTION YEARS

LINE ITEM	ITEM/NSN	Minimum Qty.	Estimated Qty.	Maximum Qty.
0001	**Cocoa, Beverage Powder** Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag, Design B, Package C, PCR-C-041, w/ Change 06, 16 December 2008 **NSN: 8960-00-170-8446**	**2,500,000**	**3,100,000**	**7,500,000**
0002	**Cocoa, Beverage Powder, Chocolate Hazelnut** Sugar sweetened, w/o Marshmallows, Type I, Style B, Flavor F, Design B, CID A-A-20189B, 14 December 2006, Pkg. & QAP CID A-A-20189B, 16 December 2008,	**1,250,000**	**1,550,000**	**3,750,000**

SECTION B

	NSN: 8960-01-527-8228			
0003	**Cappuccino, Instant Powder, French Vanilla**	**1,250,000**	**1,550,000**	**3,750,000**
	1 oz (28.35gm), 25 pgs/co, Type V, Style A, Flavor 1, CID A-A-20336A, 31 July 2006, Pkg. & QAP CID A-A-20336A, 28 September 2007			
	NSN: 8955-01-484-9676			
0004	**Cappuccino, Instant Powder, Mocha**	**1,250,000**	**1,550,000**	**3,750,000**
	1 oz. (28gm), Type V, Style A, Flavor 2, CID A-A-20336A, 31 July 2006, Pkg. & QAP CID A-A-20336A, 28 September 2007			
	NSN: 8955-01-484-9677			
0005	**Cappuccino, Instant Powder, Irish Cream**	**1,250,000**	**1,550,000**	**3,750,000**
	1 oz. (28gm) pkg., Type V, Style A, Flavor 4, CID A-A-20336A, 31 July 2006, Pkg. & QAP CID A-A-20336A, 28 September 2007			
	NSN: 8955-01-556-0077			
0006	**Creamer, Non Dairy**	**20,000,000**	**24,800,000**	**60,000,000**
	4 gm pg, CID A-A-20043B, 26 March 2004, Pkg. & QAP A-A-20043A, w/ Change 01, 14 August 2003			
	NSN: 8940-00-782-3161			
0007	**Orange, Beverage Base**	**3,332,500**	**4,132,300**	**9,997,500**
	Sweet w/ Ascorbic Acid and Maltodextrin,			

SECTION B

	12 fluid oz pg, 34gm net wt, Type II, Flavor 1, Formulation D, CID A-A-20098E, 23 February 2009, Pkg. & QAP CID A-A-20098E, 23 September 2009 **NSN: 8960-01-523-6344**			
0008	**Lemon Lime, Beverage Base** Sweet w/ Ascorbic Acid and Maltodextrin, 12 fluid oz pg, 34gm net wt, Type II, Flavor 4, Formulation D, CID A-A-20098E, 23 February 2009, Pkg. & QAP CID A-A-20098E, 23 September 2009 **NSN: 8960-01-523-6346**	**3,332,500**	**4,132,300**	**9,997,500**
0009	**Tropical Punch, Beverage Base** Sweet w/ Ascorbic Acid and Maltodextrin, 12 fluid oz pg, 34gm net wt, Type II, Flavor 10, Formulation D, CID A-A-20098E, 23 February 2009, Pkg. & QAP CID A-A-20098E, 23 September 2009 **NSN: 8960-01-523-6348**	**3,332,500**	**4,132,300**	**9,997,500**
0010	**Lemonade Powder, Beverage Base** Non Nutritive Sweetener, NLT 2.2 grams, approx. 20 fl oz yield pg., Type III, Flavor 8, Formulation A, CID-A-A-20098E, 23 February 2009, Pkg. & QAP CID A-A-20098E, 23 September 2009 **NSN: 8960-01-527-8377**	**5,000,000**	**6,200,000**	**15,000,000**

SECTION B

0011	**Raspberry Powder, Beverage Base** Non Nutritive Sweetener, NLT 2.2 grams, approx. 20 fl oz yield pg., Type III, Flavor 13 Formulation A, CID-A-A-20098E, 23 February 2009, Pkg. & QAP CID A-A-20098E, 23 September 2009 **NSN: 8960-01-527-8378**	**5,000,000**	**6,2000,000**	**15,000,000**
0012	**Orange Powder, Beverage Base** Non Nutritive Sweetener, NLT 2.2 grams, approx. 20 fl oz yield pg., Type III, Flavor 1 Formulation H, CID-A-A-20098E, 23 February 2009, Pkg. & QAP CID A-A-20098E, 23 September 2009 **NSN: 8960-01-584-8726**	**1,250,000**	**1,550,000**	**3,750,000**
0013	**Fruit Punch, Beverage Powder** Carbohydrate Electrolyte, provides 22 grams of carbohydrate, 12 oz yield, 24 gm pg., Flavor I, Design A, PCR-013A, w/ Change 03, 09 January 2009 **NSN: 8960-01-505-4234**	**2,187,500**	**2,712,500**	**6,562,500**
0014	**Grape, Beverage Powder** Carbohydrate Electrolyte, provides 22 grams of carbohydrate, 12 oz yield, 24 gm pg., Flavor II, Design A, PCR-013A, w/ Change 03, 09 January 2009 **NSN: 8960-01-505-4236**	**2,187,500**	**2,712,500**	**6,562,500**
0015	**Lemon Lime, Beverage Powder** Carbohydrate Electrolyte, provides 22 grams of carbohydrate, 12 oz yield, 24 gm pg., Flavor III, Design A, PCR-013A, w/ Change 03, 09 January 2009 **NSN: 8960-01-505-4238**	**2,187,500**	**2,712,500**	**6,562,500**

SECTION B

0016	**Orange, Beverage Powder**	**2,187,500**	**2,712,500**	**6,562,500**

Carbohydrate Electrolyte, provides 22 grams
of carbohydrate, 12 oz yield, 24 gm pg.,
Flavor IV, Design A, PCR-013A, w/ Change 03,
09 January 2009
NSN: 8960-01-505-4240

B-2 CONTRACT UNIT ITEM PRICING

NOTE: Offerors shall submit a hard copy and a CD in Excel Spreadsheet format of the Base and Option Year Pricing with their proposal. This data shall be submitted with their business and technical proposals by the required closing date. See the sample of the required pricing format at the end of this section. Also see the required number of proposal copies in section L-3 of this solicitation.

In the solicitation above, the minimum, estimated and maximum quantities are based on the Meal Ready to Eat (MRE) XXXII requirements. The individual Beverage Base item quantities are based on the case count (menu usage level) formula for each item as follows:

MRE XXXI Requirements

Minimum Quantity: 2,500,000 cases

Estimated Quantity: 3,100,000 cases

Maximum Quantity: 7,500,000 cases

The acquisition quantities cited in the schedule for beverage items are calculated by multiplying the case count times the minimum, estimated or maximum quantities shown above. For example, Cocoa Beverage Powder is determined by multiplying the minimum quantity of MRE cases (2,500,000) by the item case count (1). 2,500,000 X 1 = 2,500,000 pouches of Plain Cocoa.

The Small Business Size standard for the following items is 500 employees based on the listed NAICS codes.

Beverage Component Item	National Stock Number	NAICS Codes	Set-aside
Cocoa, Beverage Powder	8960-00-170-8446	311514	No

Cocoa, Beverage Powder, Chocolate Hazelnut	8960-01-527-8228	311514	No
Cappuccino, Instant Powder, French Vanilla	8955-01-484-9676	311514	Yes
Cappuccino, Instant Powder, Mocha	8955-01-484-9677	311514	Yes
Cappuccino, Instant Powder, Irish Cream	8955-01-556-0077	311514	Yes
Creamer, Non Dairy	8940-01-782-3161	311514	No
Orange, Beverage Base, Formula D	8960-01-523-6344	311999	Yes
Lemon Lime, Beverage Base	8960-01-523-6346	311999	Yes
Tropical Punch, Beverage Base	8960-01-523-6348	311999	Yes
Lemonade Powder, Beverage Base Sugar Free	8960-01-527-8377	311999	No
Raspberry Powder, Beverage Base Sugar Free	8960-01-527-8378	311999	No
Orange Beverage Base, Sugar Free	8960-01-584-8726	311999	No

Fruit Punch, Beverage Powder	8960-01-505-4234	311999	Yes
Grape, Beverage Powder	8960-01-505-4236	311999	Yes
Lemon Lime, Beverage Powder	8960-01-505-4238	311999	Yes
Orange, Beverage Powder, Carbohydrate Electrolyte	8960-01-505-4240	311999	Yes

B-3 OPTIONS

Option:

This acquisition contains (4) one year options. Acceptance of the option provision(s)/clauses(s) contained herein is mandatory. The option is deemed exercised when mailed or otherwise furnished to the contractor.

Option Pricing:

Failure to indicate offer acceptance of the option by annotating the offeror's option price in the schedule format listed in Section L may be deemed non-acceptance of the option and could result in rejection of the offeror's entire proposal.

Offerors may offer option unit prices, which differ from the unit prices for the base year ordering period. These prices may vary with the quantities actually ordered and the dates when ordered. Since quantities to be delivered for each destination are not known, offerors are cautioned that the entire quantity or a partial quantity may be ordered for an individual destination.

Ordering Changes and Product Substitutions:

DLA Troop Support may add or delete beverage items during the contract period as ordering requirements and/or MRE menu's change. Item changes will not affect the overall value of the contract as minimum and maximum values of the other beverage items in the contract will be adjusted accordingly. There may be occasions where one item may be substituted for another similar product for the purposes of maintaining MRE production. This action is subject to the prior approval of the cognizant DLA Troop Support Contracting Officer.

SECTIONS C & D

I. NSN/ITEM DESCRIPTION

A. COCOA'S

8960-00-170-8446 Cocoa Beverage Powder, Fortified, Packaged in a flexible pouch, Shelf Stable, Design B, Package C.

Prime Document:
PCR0-041, w/Change 06, December 16, 2008

8960-01-527-8228 Cocoa Beverage Powder, Chocolate Hazelnut, sugar sweetened, without Marshmallows, Type I, Style B, Flavor F, Design B.

Prime Documents:
Commercial Item Description: CID-A-A-20189B, Cocoa Beverage Powder, December 14, 2006.

Packaging Requirements and Quality Assurance Provisions for CID-A-A-20189B, Cocoa Beverage Powder, December 16, 2008.

Date of Pack: Acceptance will be limited to product processed and packed subsequent to date of award.

B. CAPPUCCINO'S

8955-01-484-9676 Cappuccino, Inst., Pdr., French Vanilla, 1 oz (28.35gm) pg, Type V, Style A, flavor 1.

8955-01-484-9677 Cappuccino, Inst., Pdr., Mocha 1 oz (28.35 gm), Type V, Style A, flavor 2.

8955-01-556-0077 Cappuccino, Inst., Pdr., Irish Cream, 28 gm (1.0 oz) PG, Type V, Style A, flavor 4 (for: MRE).

Prime Documents: Commercial Item Description: Drink Mixes, Coffee, (Flavored & Unflavored). A-A-20336A, July 31, 2006.

Packaging Requirements and Quality Assurance Provisions for CID-A-A-20336A, Drink Mixes, Coffee, (Flavored & Unflavored), September 28, 2007.

SECTIONS C & D

Date of Pack: Acceptance will be limited to product processed and packed subsequent to date of award.

THE FOLLOWING CHANGE(S) APPLY TO PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20336A, DRINK MIXES, COFFE (FLAVORED AND UNFLAVORED), September 2007:
ES08-147 (DLA Troop Support-SS-08-9888 made changes to the Design B Flat, Interlocking Closure Pouch.

"Additions, Deletions, and/or Substitutions: For drink mixes, coffee (flavored and unflavored) procured using applicable CID A-A-20336, the following alternate fat test method numbers apply in addition to the existing fat test method numbers: 991.36, 2007.04, and 2008.06"

C. NON DAIRY CREAMER

8940-00-782-3161 Creamer, Nondairy Dry, 4 gm PG.

Prime Documents: Commercial Item Description, Creamer, Nondairy Dry, A-A-20043B, March 26, 2004.

Packaging Requirements and Quality Assurance Provisions for CID-A-A-20043A, w/Change 01, Creamer, Nondairy Dry, August 14, 2003.

Date of Pack: Acceptance will be limited to product processed and packed subsequent to date of award/invoking the option.

D. TYPE II BEVERAGES

8960-01-523-6344 Bev Base, Orange, powder, sweet, w/ Ascorbic Acid and Maltodextrin, 34 gm net wt, 12 fluid oz yield pg, Type II, Flavor 1, Formulation D (for: MRE).

8960-01-523-5346 Bev Base, Lemon-Lime, powder, sweet, w/ Ascorbic Acid and Maltodextrin, 34 gm net wt, 12 fluid oz pg, Type II, Flavor 4, Formulation D (for: MRE)

8960-01-523-6348 Bev Base, Tropical Punch, powder, sweet, w/ Ascorbic Acid and Maltodextrin, 34 gm net wt, 12 fluid oz pg, Type II, Flavor 10, Formulation D (for: MRE).

Prime Documents: Commercial Item Description, Beverage Bases (Powdered), A-A-20098E, February 23, 2009.

SECTIONS C & D

Packaging Requirements and Quality Assurance Provisions for CID-A-A-20098E, Beverage Bases (Powdered), September 23, 2009.

Date of Pack: Acceptance will be limited to product processed and packed subsequent to award/invoking the option.

E. TYPE III BEVERAGES

8960-01-527-8377 Bev Base Lemonade Powder, Non-Nutritive Sweetner, NLT 2.2 gms, approx 20 fluid oz yield Pg, Type III, Flavor 8, Formulation A (for: MRE).

8960-01-527-8378 Bev Base Raspberry Powder, Non-Nutritive Sweetner, NLT 2.2 gms, approx 20 fluid oz yield Pg, Type III, Flavor 13, Formulation A (for: MRE).

8960-01-584-8726 Bev Base, Orange Powder Non-Nutritive Sweetner, w/Ascorbic acid & Calcium, 20 fl oz yield 4 fm flex pg, Type III Flavor 1, Formulation H, Design A (for: MRE).

Prime Documents: Commercial Item Description, Beverage Bases (Powdered). A-A-20098E, February 23, 2009.

Packaging Requirements and Quality Assurance Provisions for CID-A-A-20098E, Beverage Bases (Powdered), September 23, 2009.

Date of Pack: Acceptance will be limited to product processed and packed subsequent to award/invoking the option.

THE FOLLOWING CHANGE(S) APPLY TO COMMERCIAL ITEM DESCRIPTION BEVERAGE BASES (POWDERED), A-A-20098E, FEBRUARY 23, 2009 UNTIL THE DOCUMENT IS FORMALLY AMENDED OR REVISED:

ES10-026 - Document change, PKG & QAP for CID A-A-20098E Beverage Bases (Powdered); Request from USDA to change calcium requirement from grams to milligrams in formulation h: Page 6, C-2, F(8), Formulation h, for calcium, change "200 grams" to "200 milligrams".

ES1-027 (DLA Troop Support-SS-10-11221) - Waiver Request to use commercial packaging for Orange Beverage Base, Type III, flavor I, formulation h, design D, package C; CID-A-A-20098E, Beverage Bases (Powdered) and PKG & QAP for CID A-A-20098E, Beverage Bases (Powdered):

SECTIONS C & D

Page 4, Section C-2, E., (7), line 2, delete "4.0", insert "3.0".
Page 15, Section E-5, A., Table I, Minor defect 209, line 2, delete "4.0", insert "3.0".

F. ELECTROLYTE CARBOHYDRATE BEVERAGES

8960-01-505-4234 Bev Powder, Carbohydrate Electrolyte, Fruit punch, provides 22 grams of carbohydrate, 12 oz yield, 24 gm pg, Flavor I, Design B.

8960-01-505-4236 Bev Powder, Carbohydrate Electrolyte, Grape, provides 22 grams of Carbohydrate, 12 oz yield, 24 gm pg, Flavor II, Design B.

8960-01-505-4238 Bev Powder, Carbohydrate Electrolyte, Lemon-Lime, provides 22 grams of Carbohydrate, 12 oz yield, 24 gm pg, Flavor III, Design B.

8960-01-505-4240 Bev Powder, Carbohydrate Electrolyte, Orange, provides 22 grams of Carbohydrate, 12 oz yield, 24 gm pg, Flavor IV, Design B.

Prime Document: PCR-B-013A, w/Change 03, Beverage Powder, Carbohydrate Electrolyte, Packaged in a pouch, January 09, 2009.

Date of Pack: Acceptance will be limited to product processed and packed subsequent to award/invoking the option.

THE FOLLOWING CHANGE(S) APPLY TO: PCR-B-013A, BEVERAGE POWDER, CARBOHYDRATE ELECTROLYTE, PACKAGED IN A POUCH, 25 October 2004 UNTIL THE DOCUMENT IS FORMALLY AMENDED OR REVISED:

ES08-147 (DLA Troop Support Case-SS-08-19888), January 2009 made changes to the pouch construction and dimensions.

II. MISCELLANEOUS REQUIREMENTS

NOTE: Paragraphs C and D below are requirements of the solicitation and are not evaluation factors for award. The following miscellaneous requirements apply to ALL Beverage items:

A. Title 21 Compliance

SECTIONS C & D

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.

B. Government Entry During Manufacturing Performance

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

C. Stored Products Pest Management Program

The procedures contained in the "Integrated Pest Management (IPM) Program Requirements of Operational Rations," March 2009 are required and apply to all operational rations food component operations. Each contractor is to have an IPM program in place prior to the initiation of production of Government product. The IPM plan and the associated pesticide labels and MSDS documents are not to be submitted to 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, foreign material 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: http://www.dscp.dla.mil/subs/support/quality/index.asp

D. Product Sanitarily Approved Source Requirements

As required by 48 CFR 246.471-1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, inspections of Subsistence Supplies and Services, DLAD 52.246-9044, Sanitary Conditions, 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 Veterinary Command (VETCOM), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDA) 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
VETCOM will be routed through DLA Troop Support-FTR for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTR, in coordination with the Chief, Approved Sources Division, VETCOM.

E. Marking of Shipping Containers

Shipping containers shall be marked in accordance with DLA Troop Support Form 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence, February 1, 2004.

F. Product Protection Plan (Operational Rations, Prime Vendor, and Others)

SECTIONS C & D

Currently, all DLA Troop Support Subsistence contracts have a requirement for the submission and implementation of some type of Product Protection at each contractor facility. Areas of concern listed in this checklist must be addressed in the plan. 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 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.
See Sections L&M for additional information regarding the evaluation of and requirements for submitting a Product Protection Plan.

To download a copy of the DLA Troop Support Product Protection Checklist go to http://www.dscp.dla.mil/subs/support/quality/index.asp or http://www.dscp.dla.mil/subs/fs_check.pdf or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Product Protection Branch (DLA Troop Support-FTSB).

III. PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

A. COCOA, BEVERAGE POWDER

PACKAGING: In accordance with D-1 PACKAGING of PCR-C-041, COCOA BEVERAGE POWDER, FORTIFIED, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE

PACKING: In accordance with D-3 PACKING of PCR-C-041, COCOA BEVERAGE POWDER, FORTIFIED, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE

LABELING: In accordance with D-2 LABELING of PCR-C-041, COCOA BEVERAGE POWDER, FORTIFIED, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE

UNITIZATION: In accordance with paragraph 5.1.5 of ASTM D 3951 *"Standard Practice for Commercial Packaging."*

MARKING: In accordance with D-4 MARKING of PCR-C-041, COCOA BEVERAGE POWDER, FORTIFIED, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE

B. COCOA, CHOCOLATE HAZELNUT

PACKAGING: Into pouch design "B" in accordance with D-1 PACKAGING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20189B, COCOA BEVERAGE POWDER

SECTIONS C & D

PACKING: In accordance with D-3 PACKING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20189B, COCOA BEVERAGE POWDER

LABELING: In accordance with D-2 LABELING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20189B, COCOA BEVERAGE POWDER

UNITIZATION: In accordance with paragraph 5.1.5 of ASTM D 3951 *"Standard Practice for Commercial Packaging."*

MARKING: In accordance with D-4 Marking of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20189B, COCOA BEVERAGE POWDER

C. CAPPUCCINOS

PACKAGING: Into pouch design "B" in accordance with D-1 PACKAGING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20336A, DRINK MIXES, COFFEE (FLAVORED AND UNFLAVORED)

PACKING: In accordance with D-3 PACKING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20336A, DRINK MIXES, COFFEE (FLAVORED AND UNFLAVORED)

LABELING: In accordance with D-2 LABELING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20336A, DRINK MIXES, COFFEE (FLAVORED AND UNFLAVORED)

UNITIZATION: In accordance with paragraph 5.1.5 of ASTM D 3951 *"Standard Practice for Commercial Packaging."*

MARKING: In accordance with D-5 MARKING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20336A, DRINK MIXES, COFFEE (FLAVORED AND UNFLAVORED)

D. NON DAIRY CREAMER

SECTIONS C & D

PACKAGING: In accordance with Packaging [D-1] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20043A, Creamer Non-Dairy, Dry.

PACKING: In accordance with Packing [D-3] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20043A, Creamer Non-Dairy, Dry.

LABELING: In accordance with Labeling [D-2] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20043A, Creamer Non-Dairy, Dry.

UNITIZATION: In accordance with paragraph 5.1.5 of ASTM D 3951, "*Standard Practice for Commercial Packaging*".

MARKING: In accordance with Marking [D-4] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20043A, Creamer Non-Dairy, Dry.

E. BEVERAGE BASES

PACKAGING: In accordance with D-1 PACKAGING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20098E BEVERAGE BASES (POWDERED).

PACKING: In accordance with D-3 PACKING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20098E BEVERAGE BASES (POWDERED).

LABELING: In accordance with D-2 LABELING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20098E BEVERAGE BASES (POWDERED).

UNITIZATION: in accordance with paragraph 5.1.5 of ASTM D 3951 *"Standard Practice for Commercial Packaging."*

MARKING: In accordance with D-5 MARKING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20098E BEVERAGE BASES (POWDERED).

F. CARBOHYDRATE ELECTROLYTES

PACKAGING: In accordance with D-1 PACKAGING of PCR-B-013A BEVERAGE POWDER, CARBOHYDRATE ELECTROLYTE, PACKAGED IN A POUCH.

SECTIONS C & D

PACKING: In accordance with D-3 PACKING of PCR-B-013A BEVERAGE POWDER, CARBOHYDRATE ELECTROLYTE, PACKAGED IN A POUCH

LABELING: In accordance with D-2 LABELING of PCR-B-013A BEVERAGE POWDER, CARBOHYDRATE ELECTROLYTE, PACKAGED IN A POUCH

UNITIZATION: In accordance with paragraph 5.1.5 of ASTM D 3951 *"Standard Practice for Commercial Packaging."*

MARKING: In accordance with D-4 MARKING of PCR-B-013A BEVERAGE POWDER, CARBOHYDRATE ELECTROLYTE, PACKAGED IN A POUCH

IV. CLAUSES

52.211-9033 Packaging and Marking Requirements (APR 2008) – DLAD
See Section B for applicable packaging and marking requirements. Offers that do not comply with the packaging and marking requirements as specified in Section B of this solicitation may be subject to rejection as being technically unacceptable.

(End of Clause)

52.247-9012 Requirements For Treatment Of Wood Packaging Material (WPM) (Feb 2007) – DLAD

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT. AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT."

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

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

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

SECTIONS C & D

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

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

SECTION E - INSPECTION AND ACCEPTANCE

For all Operational Rations food components (FSR, MRE, MCW/LRP, Tray Pack, UGR, Unitized B, etc.), inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DLAD Clause 52.246-9023, 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 DLAD Clause 52.246-9024, 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, Certificate of Conformance.

FAR Clauses 52.246-02 and 52.246-11 are applicable to this solicitation/contract and shall be cited to properly enforce the Higher Level Contract Quality requirements.

The Quality Assurance Provisions found in Section E of this solicitation and in Sections E and Quality Assurance Provisions and Packaging Requirements for component Prime Documents cited in this solicitation are required for contractor, Army Veterinary, and USDA inspection, unless otherwise specified by this solicitation/contract. The Analytical Requirements found in Commercial Item Descriptions cited as Prime Documents by this solicitation are required for contractor, Army Veterinary, and USDA inspection, unless otherwise specified by this solicitation/contract. When Quality Assurance Provisions and Packaging Requirements cite analytical content levels different from those cited in the Commercial Item Description, use those analytical content levels cited in the Quality Assurance Provisions and Packaging Requirements.

Saving and reserving all rights under the general inspection requirements of DLAD Clause 52.246-9023, the procedures for inspection and acceptance will be as follows:

E-1. 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/ASQC Q9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQC Q9001. 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, third party certification by any third parties, 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

SECTION E

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 Supplier Support Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline:

QSP General Outline

I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN

II. TRAINING

III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS

IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT

(IAW ANSI/NCSL Z540-1 or ISO 10012-1)

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 Product

VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER-SUPPLIED PRODUCT (Government-furnished material)

VII. RECEIPT INSPECTION AND TESTING

VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:

1. Manufacturing Process Controls Techniques (DLAD MPC Clause)
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.).

SECTION E

2. Integrated Pest Management and Sanitation Programs

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

XI. INTERNAL AUDITS

XII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM

XIII. IMPROVEMENT

NOTE: Integrated Pest Management Plan: The IPM Plan is not required to be submitted but the questions concerning the facility's IPM in Section IX Regulatory Controls, Area 2, of the QSP must be addressed.

The documented QSP will be evaluated by the Quality System Audit Team (composed of DLA TROOP SUPPORT-FTSB, USDA-AMS, and VETCOM's Quality Systems Auditors), USDA-AMS/VETCOM Operational Rations Program Coordinators, and the Government In-Plant Quality Assurance Representatives (QAR) assigned to perform Government QA functions at contractors' facilities. Government personnel will use the Supplier Support Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline (in conjunction with the standard or other 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/ASQC Q9001, 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: Although Government inspection personnel (USDA-AMS/U.S. Army Veterinary Services) are required to evaluate the contractors' QSPs, the QSP rating will be determined and assigned by DLA TROOP SUPPORT-FTSB's Quality Systems Auditors.

Offerors/Contractors may request a copy of Workbook I by contacting the applicable contracting officer or DLA TROOP SUPPORT-FTSB. Workbook I is also available online in PDF format at the following website: http://www.dscp.dla.mil/subs/support/quality/QSP.pdf. 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

SECTION E

requirement is for contractors to improve process capability, 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 DLAD MPC Clause 52.246-9001 Manufacturing Process Controls and In-Process Inspection 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 Clause or the SPC QAP) need only be addressed once in the QSP. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1 or ISO 10012-1.

B. **A QSP is required** but **SPC techniques are optional** for the following items: Beverage bases, cheese spreads, cookies (CID AA - 20295, PCR-C-031, PCR-C-046), dairy component powders (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, etc), nut raisin 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 requiring SPC techniques from their subcontractors for all products on their own accord.

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.

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:

SECTION E

A. ONE COPY SHALL BE MAILED **(AT TIME OF BID SUBMITTAL)** TO:

DLA TROOP SUPPORT

ATTN: DLA TROOP SUPPORT-FTSB (Quality Systems Audit Team or Applicable Contracting Officer)

700 ROBBINS AVE., BLDG 6

PHILADELPHIA, PA 19111-5092

(NOTE: It is important for BLDG. 6 to be included in the address above for timely delivery, especially for express deliveries.)

B. **AFTER CONTRACT AWARD** ONE COPY SHALL BE MAILED **PRIOR TO THE INITIATION OF PRODUCTION** TO EACH OF THE **FOLLOWING** GOVERNMENT INSPECTION 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. **HEAD, DEFENSE CONTRACT INSPECTION SECTION**

USDA,AMS,FFV,PPB **(202) 720-5021**

ATTN: Richard Boyd/Donna Burke-Fonda

1400 INDEPENDENCE AVE. SW

STOP 0247, ROOM 0726, SOUTH BLDG.

WASHINGTON, DC 20250-0247

b. **USDA-DCIS OPERATIONAL RATIONS PROGRAM COORDINATOR**

USDA, AMS, FV, PPB **(630) 790-6957**

800 ROOSEVELT ROAD

BLDG A, SUITE 380

GLEN ELLYN, IL 60137-7688

SECTION E

c. **USDA-AMS INSPECTION AREA OFFICE:** The contractor/subcontractor shall contact USDA-DCIS for the applicable area office address (Weslaco, TX, East Point, GA, North Brunswick, NJ, South Bend, IN, Richmond, VA, etc).

2. **US ARMY VETERINARY COMMAND (VETCOM):** When Army Veterinary inspectors (AVIs) are responsible for performing Government source inspection at operational rations assembly plants, one copy shall be personally delivered to the resident AVI/QAR prior to the initiation of production/assembly. The contractor/subcontractor shall contact VETCOM for questions regarding AVI's inspection services.

COMMANDER

U.S. ARMY VETERINARY COMMAND (MCVSF-OPERATIONAL

RATIONS SECTION – MRE Program Coordinator)

2050 WORTH ST., SUITE 5

FT. SAM HOUSTON, TX 78234-6005

3. **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.

DCMAO GARDEN CITY

605 STEWART AVE.

GARDEN CITY, NY 11530-4761

DCMAO DAYTON

1507 WILMINGTON PIKE

DAYTON, OH 45444-5300

4. **GOVERNMENT IN-PLANT INSPECTOR/GQAR:** When a Government (USDA-AMS, AVI, or DCMA) 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.**

SECTION E

Aforementioned Government inspection personnel and In-Plant Government QARs shall fax, e-mail, or mail (via priority mail) their evaluations and comments to 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 noncompliances within **one working day** using the Corrective Action Request (CAR) Form. QSP evaluations and CARs shall be faxed to the DLA Troop Support-FTSB Quality Systems Audit Team at fax number (215) 737-0379, the current DLA Troop Support-FTSB's personnel E-mail addresses or mailed to the following address **(the preferred and most expeditious method is via E-mail or fax):**

DLA TROOP SUPPORT

ATTN: DLA TROOP SUPPORT-FTSB (Quality Systems Audit Team)

700 ROBBINS AVENUE, Bldg. 6

PHILADELPHIA, PA 19111-5092

During the Acquisition Phase: During the acquisition phase (prior to contract award), the documented QSP will only be considered either sufficient or insufficient for production (no unacceptable/acceptable rating will be assigned). If a plan as presented is determined to be insufficient for production (which would occur if it does not address the aforementioned minimum elements and include documents/procedures indicated in Workbook I as applicable, or if it is determine that the plan as presented will result in an increase in the consumer's risk, production of nonconforming products or does not meet specification requirements/acquisition needs), the contracting officer, at his/her discretion, may provide the contractor with DLA TROOP SUPPORT-FTSB's QSP evaluation comments as to cause(s) of why the plan was considered insufficient for production and with the opportunity to resubmit a revised QSP. **If a contractor has previously submitted a QSP and the rating was, at a minimum, marginally acceptable, the contractor may reference this QSP by date and only changes (if deemed necessary) need to be submitted at time of bid submittal for this or for future contracts.**

After the Acquisition Phase: After the Acquisition Phase (after contract award), if the contractor submitted a new QSP, DLA TROOP SUPPORT-FTSB will assign a rating of acceptable, marginally acceptable or unacceptable (to a QSP rated sufficient for production during the acquisition phase) within 60 days of contract award. **If a contractor's QSP is rated unacceptable after contract award, the QSP must be revised to receive, at a minimum, a marginally acceptable rating within 90 days of contract award.** The contractor will also be provided with an opportunity to submit changes to improve the plan throughout the life of the contract.

SECTION E

DLA TROOP SUPPORT-FTSB Quality Systems Auditors evaluate, assign QSP ratings, and approve or disapprove changes to the QSP. **QSP procedures or changes to a QSP that may involve a change to a specific contractual requirement (cited in the contract TDP/ items specification/CID) must be coordinated and approved by the Contracting Officer.** 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 faxed, E-mailed, or mailed to DLA TROOP SUPPORT-FTSB and each applicable office for their review. The GQAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DLA TROOP SUPPORT-FTSB after the contractor submits the change to DLA TROOP SUPPORT. The contractor's documented QSP is considered a living document and continuous improvements are highly encouraged.

Implementation, compliance, effectiveness, and continuous improvement of the QSP and the implemented quality system will be monitored by on-site quality systems compliance audits conducted throughout the life of the contract by the 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 **ALL** 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/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 Clause 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 contractor's should cross-reference each applicable section of their QSP.

E-1-B. The following DLAD Clause 52.246-9001 is applicable to this contract:

52.246-9001 MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS

(JUN 1998)-DLAD

This clause supplements paragraph 4.9 (Process Controls) of ANSI/ASQC Q9001, or equivalent standards with process controls, and is applicable when the contract requires a higher-level quality system in accordance with FAR 46.202-4. The contractor shall:

(A) Ensure that all manufacturing operations are carried out under controlled conditions that 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, 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 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. In the event appropriate corrective and preventive action fails to rectify the product noncompliance; correct the out of control conditions; and/or if these actions are not documented to ensure, to the satisfaction of the Government, that the production lot offered to the Government does not contain nonconforming product, then end item acceptance inspection, and/or acceptance of the end item by the Government may be denied IAW FAR 46.102 and 46.407.

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

SECTION E

(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; 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 for 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 legal 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 an 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 documented QSP and implemented system compliance and effectiveness will be made through the use of yearly on-site compliance systems audits conducted by the Quality Systems Audit Team and In-Plant GQARs 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

DSCP-H-94-001

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 Clause 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

SECTION E

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. General Requirements:

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

E. **Exclusion of documented QSP submission: If a contractor has previously submitted a QSP and the rating was, at a minimum, marginally acceptable, the contractor may reference their QSP by date** and only changes (if deemed necessary) need to be submitted at time of bid submittal for this or for future contracts.

1. Offerors who consider themselves eligible for exclusion of the documented QSP at bid submittal, based on satisfactory utilization of a previously approved QSP for identical or similar supplies, are to submit a written request for exclusion (RFE) to the Procuring Contracting Officer (PCO).

The offeror shall identify in the RFE the contract number(s) under which the supplies were previously furnished by them and accepted by the Government; and the applicable item nomenclature and National Stock Number(s); and the date of the documented QSP. QSP changes/revisions/updates, if applicable, need to be submitted along with the RFE at time of proposal. NOTE: Changes/revisions/updates must be well identified, dated and organized to facilitate posting to the QSP.

SECTION E

2. If techniques selected (MPC, SPC, or combination of both) were determined to be adequate (in a QSP previously submitted and approved by DLA TROOP SUPPORT-FTSB), the offeror shall certify that these techniques are still adequate to effectively control the processes and that the system implemented is still capable of consistently producing conforming product.

II. SPECIFIC REQUIREMENTS:

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.**

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

C. A documented QSP determined to be Insufficient for Production during the acquisition phase or seriously deficient may preclude the offeror from receiving an award. However, the PCO has the final authority and he/she may permit an offeror to revise a deficient QSP provided it is reasonably capable of being made sufficient for production or acceptable. Failure to negotiate a sufficient for production and/or acceptable QSP, as applicable, may also preclude the offeror from receiving an award.

D. **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,

SECTION E

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.

E. **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 technique) 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.

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

G. **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.

H. **Manufacturing Controls: (IAW DLAD Clause 52.246-9001 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).

I. **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):

SECTION E

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.

J. 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 QARs/inspectors, when Government source inspection is required, in accordance with the Supplier Support Documented QSP Evaluation Workbook I, the regulation/file code of the respective inspection agency, and the particular requirements detailed in the contract.

E-2. 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. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the specifications may be performed by the Government to

assure compliance with the specifications. FAR Clause 52.246-15 shall also apply to bond strength tests on retort pouches.

E-3. Operational Ration Component Lot Number and Lot Inspection

The component lot number for thermostabilized (retorted) products packaged in flexible pouches shall be defined as the Julian calendar date lot number assigned at the origin manufacturer's plant and the inspection lot shall include only product produced in one work-shift. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing sub-samples 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 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).

E-4. Government verification inspection and testing.

Government verification inspection and testing (conducted by the GQAR or Government laboratory) shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the 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-including analytical testing) provided to the GQAR indicates conformance to ALL contractual requirements.

E-5. End Item Testing.

Compliance with applicable primary acquisition documents (Military Specifications, Military Details, Performance-based Contract Requirements (PCR), Product Contract Requirements (PCR) or Commercial Item Description (CID) etc.,) requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the components primary acquisition documents, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual 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-6. Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.

The "Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End Item Verification Inspections for Operational Rations", dated March 2001, are applicable to current and future contracts. The switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes shall not be used for Government verification inspections. 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 GQAR shall initiate skip-lot inspection based on Government verification inspections results of each product and notification that the contractor's Quality System Plan (QSP) was rated acceptable by DLA TROOP SUPPORT-FTSB. The Government verification inspection may be further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best Interest of the Government.

The sampling plans switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used only by the contractors during the performance of contractor's end item verification inspections. Producers using the switching procedures, cited in ANSI/ASQC Z1.4, during the performance of their end item inspections must train personnel and follow **all of the switching rules** cited in the standard. As indicated in the standard, the sampling scheme is a combination of sampling plans with switching procedures, and each sampling plan has its own set of rules by which a lot is to be inspected and accepted or rejected. Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each sublot during production of the lot), 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"). 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 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.

SECTION E

E-7. Additional Sanitary Conditions Requirement for Dairy

For dairy component powders and freeze dehydrated dairy products (cocoa beverages, dairy shakes, puddings, flavored coffees, non-dairy creamer, granola with milk and blueberries, ice cream sandwich, etc), all processing and packaging plant(s) and all plants providing dairy ingredients to the dairy processing plant(s) must be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command as cited in paragraph (1) of DLAD Clause 52.246-9044 SANITARY CONDITIONS (AUG 2008) as used in this solicitation. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) of DLAD Clause 52.246-9044 SANITARY CONDITIONS (AUG 2008). The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

E-8. General Inspection (Examination/Testing) Requirements

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

1. Produce and inspect a new lot.

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

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

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

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

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

SECTION E

(B.) The contractor may petition the Government (through the Contracting Officer) for skip lot or a reduction in verification inspection at such time that the contractor believes his quality program is fully acceptable and reliable. There will be no "skip lot" or "reduced" inspection option for critical defects.

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

Rework Of Nonconforming Product: The 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 Verification Inspection (Receipt, In-Process And End-Item Inspections): Unless otherwise specified below, all reworks and screening inspections conducted prior to the Government verification inspection 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. For reworks requiring the Government's approval (as specified below), the contractor may submit a standard rework procedure (SRP), 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-FTR, FTSB, and approved by the applicable contracting officer.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. When a contractor determines as a result of his 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 Contracting Officer for a waiver for the nonconforming requirement. If the Contracting Officer approves the waiver request for a specific requirement, the written waiver approval shall be provided to the GQAR when the supplies are presented for Government Verification Inspection (the skip-lot inspection does not apply in this case). The GQAR shall only inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request nonconforming supplies to be inspected by the GQAR, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

SECTION E

B. The Following Reworks Must Be Coordinated With The Supervisory GQAR And Approved By The Applicable DLA TROOP SUPPORT-FTR Office.

1. **Insect or Rodent Infestation/Contamination:** Reworks must be approved by FTR/FTSB.

2. **Food Safety and Foreign Material:** All corrective actions performed on product due to foreign material and/or processed/unprocessed container mix-ups must be approved by FTR. Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is presented for Government end item verification inspection. If the producer fails to provide enough information/data in the case of a deviation, the GQAR shall contact FTR for approval to proceed with the Government end item verification inspection. These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).

"Retesting/reinspection/rework of product that tested positive for food borne pathogens (salmonella, e. coli, etc.) is not authorized."

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

3. **Container Integrity Defects:** All reworks due to container integrity defects (critical defects only) noted during the producer's end item inspection, the Government's final lot end item verification inspection, the Government's or assembler's receipt inspection, or noted when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly operation must be approved by the applicable contracting officer, unless a 100% container rework of the entire lot is conducted at source or at the assembler. All containers exhibiting the same or other container integrity defects must be removed during the 100% 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 (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

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

SECTION E

5. Nonconformances Noted During The Government End Item Verification Inspection: All rework requests submitted for defects noted during Government end item verification inspections must be approved by the applicable contracting officer, unless exempted under paragraph 3 above.

C. Contractor's Quality History:

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

2. If product is found nonconforming during the Government end item verification inspection following contractor corrective action for the same defect (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. 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.**

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

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. See "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".

E-10. Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconform-ing Supplies

(A.) When contractor inspection or QSP, or Government verification by the QAR, reveals a process deviation or nonconforming lot, the contractor's written request for deviation, waiver, rework or reinspection of the nonconforming lot(s) must be furnished, as appropriate to the Contracting Officer and cognizant Government QAR and shall at a minimum contain the following:

SECTION E

1. Contractor's name and address.

2. Contract number, lot number(s), and quantity.

3. Item nomenclature and NSN, whether a component or end item.

4. Specification number, table/paragraph number, sample size, AC/REJ number(s), defect number(s), number of defects. Identify the pouch codes of defective units.

5. Classification of defects: Critical _____ Major _____ Minor _____

6. Cause of nonconformance or deviation, and corrective and preventive action.

a) State the root cause of the deficiency.

b) State the corrective action and the preventive action contractor has taken/will take to preclude recurrence.

c) If preventive action is not possible, state why.

7. If deviation/nonconformance is of a recurring nature, the frequency of occurrence and date/contract/lot number of last occurrence.

8. Effect on cost/price.

9. Effect on delivery schedule.

10. Full justification for request for deviation, waiver, rework or reinspection.

11. Submit in-process data (MPC,SPC) and contractor and Government end-item records for the involved lot(s). Submit retort records, copy of process schedule and letter from the Processing Authority if a process deviation.

12. Applicable to the defect found or class of defects for critical defects, identify the situations where the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

(B.) When a valid technical reason for reinspection is offered and permission is granted by the PCO, the contractor shall take corrective action to eliminate the cause of the inspection revealed

failure; reinspect the nonreworked lot after taking the corrective action, and evaluate the results of the initial inspection and the reinspection by means of recognized statistical methods.

1. If the statistical tests reveal no significant difference between the results of the two inspections, acceptability will be based on reinspection results. A significant difference is one that is real and not

due to chance variation. Statistically, a difference which has a 0.05 probability of occurring by chance alone is usually considered a significant difference.

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

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

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

E-11. Shipping and Commingling of Lots

E-11-A. In order to facilitate lot traceability at the assembler's plant, the following is required (GFM and CFM):

(1.) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc) and/or as authorized by the Contracting Officer.

(2.) Each shipping case shall normally contain only one manufacturer's lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within. See the following sub-paragraph entitled "Mixed Code Lots" for exception.

(3.) Each unit load shall contain only one production lot, as a rule. However, when a partial unit load remains at the end of a production day, the contractor is permitted to complete the unit load with another lot's material. In this instance a unit load may consist of two lots to facilitate shipment.

(4.) When two lots are incorporated on one pallet, the lots shall be distinctly separated by the use of paper or other material suitable for this purpose. When this occurs, the contractor shall affix a unit load placard on two adjacent sides of the unit load, identifying each lot number on the load and the quantities of pouches/items within each lot.

SECTION E

(5.) Assemblers shall assemble one (1) component lot at a time, i. e., one (1) component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow.

(6.) Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250, WAWF Receiving Report.

E-11-B. Mixed Code Lots

In addition to the above, the following requirements shall apply to the shipment of "mixed code lots":

(1.) A "mixed code lot" is defined as a lot consisting of small quantities of components representing different lots. These components usually accumulate as the result of sampling for the purposes of incubation, USDA standby samples or for similar reasons.

(2.) Unit loads containing mixed code lots shall be identified by the use of unit load placards. The placards shall list all the lots and the quantities of pouches/items within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers and corresponding lot quantities shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250, WAWF Receiving Report.

(3.) Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.

(4.) When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot, a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

E-11-C. Split Lots

(1) The entire lot shall be shipped to only one assembler and received in accordance with the applicable Quality Systems Plan.

(2) Whole lots may be split in two (2) portions for separate shipments.

(a) Split lot shipments may be shipped to more than one (1) assembler but not more than two (2) assemblers.

SECTION E

(b) No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.

(c) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.

(d) The origin manufacturer assumes full liability for both portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, both portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portion, regardless of where the product was assembled.

(e) Associated lot shipping documentation will reflect split lot status, original lot quantities.

(f) Both portions of all split lots will be stored in approved facilities only.

E-12. Inspection at Origin and Acceptance 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:

All items delivered (CFM and GFM) will be inspected in accordance with the assembler's receipt inspection program as outlined in the assembler's Quality Systems Plan (QSP). The receipt inspection shall be, at a minimum, for count, condition, identity, and the presence of any internal infestation or foreign material. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot.

Receipt examinations for pouch integrity (CFM and GFM) shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread and each production lot of product packaged in accordance with MIL-PRF-44073. Samples for receipt inspection (ex. 200 samples items packed in accordance with MIL-PRF-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. Other receipt inspections shall be at a minimum inspection level of S-3 of ANSI/ASQC Z1.4. At no time may the assembler's receipt inspection be more severe than the

origin inspection criteria for GFM. Defect classification shall correspond to the origin specification defect classification.

The contractor's receipt inspection program will be verified by the U. S. Army Veterinary Inspection (AVI) personnel at the assembly plant. Defects found on GFM deliveries will be verified by the AVI. Final responsibility for acceptance or rejection of GFM product will rest with the Government inspector, however, the Government may base its decision on the contractor's inspection results. In addition, the AVI may perform their own receipt inspection before making a final determination of acceptance or rejection of product. Any inspection failure shall be considered to be representative of the entire production lot and shall be cause for rejection of the entire production lot.

Grand lotting of more than one production lot of homogeneous components within a shipment for the purpose of receipt inspection may be performed, except for pouch integrity as cited above. There will be no grand lotting of thermostabilized items (entrees, starches and soups, fruits) for pouch integrity inspection. When the total shipment is inspected as a single lot, the identity of the items must be maintained and samples must be drawn from each lot in proportion to its size. Homogeneous components are defined as follows: items procured by identical prime documents (identical PCRs, Commercial Item Descriptions) except for items packaged in accordance with MIL-PRF-44073 and PCR-C-039.

The reliability of the contractor's receipt inspection system will be determined by the AVI in accordance with paragraph "Reliability Conditions" cited in the assembly solicitation. However, the frequency of verification of the contractor's receipt inspections will remain at the discretion of the Government.

E-13. Production Standard Replenishment for Food Items:

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

Every 12 months, the Government Quality Assurance Representative (GQAR) will randomly select 32 replenishment samples for Natick and 70 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 Natick. This replenishment may occur earlier if necessary to ensure an adequate supply of PDM samples. The Contractor will also use samples from this same lot as the production standard."

SECTION E

Replenishment sample lots will be contractor and Government tested for compliance with all applicable analytical, nutrient, moisture, and microbiological requirements.

E-14. Periodic Review Samples

All food components that are inspected by USDA/AMS will be subject to periodic review sampling and examination/testing during contract production in accordance with the following criteria: For each calendar month of production, the USDA/AMS inspector will randomly select twelve sample units from a conforming lot of each item (i.e., each type, flavor, etc.) produced and inspected for product examination by USDA/AMS. As instructed by DLA TROOP SUPPORT, the USDA/AMS inspector shall ship nine of the samples, at the contractor's expense, to the

addresses below, once per month.

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

HEAD, DEFENSE CONTRACT INSPECTION SECTION

USDA,AMS,FFV,PPB (202) 720-5021

1400 INDEPENDENCE AVE. SW

STOP 0247

WASHINGTON, DC 20250-0247

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

US ARMY RESEARCH, DEVELOPMENT & ENGINEERING COMMAND

NATICK SOLDIER RESEARCH, DEVELOPMENT & ENGINEERING CENTER

ATTN: RDNS-CFF

15 KANSAS STREET

NATICK, MA 01760-5056

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

E-15. FAR and DLAD Clauses

NOTE: Where "DD Form 250, Material Inspection Receiving Report (MIRR)", "DD Form 250 (MIRR)", "DD Form 250", etc., is cited in the FAR and DLAD Clauses contained in this section,

SECTION E

read the citation as "DD From 250, Material Inspection Receiving Report (MIRR) or Wide Area Work Flow Receiving Report", as applicable.

52.246-9023 GENERAL INSPECTION REQUIREMENTS (APR 2008) – DLAD

(a) Inspection.

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

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

(3) The Government will perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform with contract requirements, the inspector shall report the findings of his inspection to the appropriate DLA TROOP SUPPORT office (Operational Rations Business Unit, Food Services Business Unit, Produce Business Unit, Product Services Office, etc.). The applicable DLA TROOP SUPPORT office shall report the findings to the Contracting Officer or the Ordering Officer, who shall in turn notify the Contractor.

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

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

SECTION E

(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.

(1) Inspection by USDA, AMS, Fruit and Vegetable Division, Poultry Division or Dairy Division: When DD Form 250, Material Inspection Receiving Report (MIRR), is not used, the Contractor shall obtain official USDA inspection certificate, which shall:

(i) Contain the following statement in the grade section of the certificate:

(A) Supplies listed hereon conform to all quality requirements of the contract.

(B) Container condition meets all requirements of the contract.

(C) Visual examination indicates conformance to packaging, packing, unitization, labeling and marking requirements of the contract.

(ii) Indicate that supplies shipped are those inspected. This may be satisfied by means of one of the following:

(A) Each primary container must be embossed, stamped or stenciled with a code mark prior to inspection, which corresponds with the code marks listed on the USDA grade certificate.

(B) The USDA grade certificate bears a statement that all of the shipping containers comprising the inspection lot have been stamped with the official USDA stamp impression.

(C) The USDA certificate of loading, if issued, bears a cross-reference to the applicable USDA inspection document.

SECTION E

(iii) Indicate that the contractor has furnished a certificate of conformance for packaging, packing, labeling, marking and unitization materials.

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 700 Robbins Avenue, Philadelphia, PA 19111 in accordance with DLA TROOP SUPPORT clause 52.246-9P20.

(v) Indicate the applicable contract or order number.

(2) Inspection by USDA, AMS, Livestock, Meat, Grain and Seed Division: For all shipments, whether DD Form 250 (MIRR) is required or not, the Contractor shall obtain a USDA agricultural products acceptance certificate (Form LS 5-3), which shall contain the information specified in paragraph (c)(1). The Contractor shall also include the applicable lot number(s).

(3) Inspection by USDA, GIPSA, Field Management Division: When DD Form 250 (MIRR) is not required, the Contractor shall obtain an official USDA inspection or examination certificate, as appropriate. In addition to the entries required by the GIPSA, the certificate shall contain the following certification: "Supplies listed hereon conform to all quality and condition requirements of the contract".

(d) Distribution of Certificates.

Copying machine duplicates of USDC certificates and USDA certificates other than USDA Form LS 5-3 are not acceptable. Copying machine duplicates of USDA Form LS 5-3 are acceptable only as provided in paragraph (2) and (3) below. Copying machine duplicates of the original signed DD Form 250 are acceptable. In addition to the prohibited use of copying machine duplicates, USDC certificates must also be embossed with the official seal of the USDC. The contractor shall distribute certificates as follows:

(1) When DD Form 250 (MIRR) signed by the inspector is provided, a copy of the USDA/USDC inspection certificate need not be furnished to the designated paying office. (Exception: When the contract or specification provides for acceptance of product with a price adjustment to the contractor" invoice, e.g., excess fat in ground beef, the original signed USDA/USDC inspection certificate must be attached to the top of the commercial invoice which is submitted to the designated paying office.)

(2) When DD Form 250 (MIRR) is not required, the original signed USDC inspection certificate or USDA inspection certificate other than USDA Form LS 5-3 must be attached to the top of the commercial invoice, which is submitted to the designated paying office. When the services of the USDA, AMS, Livestock, Meat, Grain and Seed Division are employed, the original signed USDA Form LS 5-3 or a copying machine duplicate of the original form LS 5-3 with an

original signature must be attached to the top of the commercial invoice which is submitted to the designated paying office.

(3) As appropriate for any shipment, one blue or green signed copy of the original USDA Fruit and Vegetable Division certificate; one green or yellow carbon copy of the original signed USDA, AMS Dairy Division or Poultry Division certificate; one copy of the original signed USDA, GIPSA or USDC certificate; one copy of the original signed USDA Form LS 5-3 or a copying machine duplicate of the original USDA Form LS 5-3 with an original signature shall accompany each shipment to each destination and be marked ATTN: Subsistence Inspector.

(4) In the event the Contractor does not include appropriate certificate(s) with each shipment to each destination as required, the Government reserves the right to arrange for government grading/inspection and certification at destination at the Contractor's expense.

(e) Lot Identification.

The Contractor shall code or distinctively mark by embossing, stamping, printing or stenciling each shipping container for every lot of supplies offered for acceptance so as to identify the lot from any other lot produced by the Contractor. Under both in-process (on line) and stationary lot inspections, the maximum lot size, unless otherwise specified in the contract, shall be defined by the assigned inspection agency.

(f) Particular Inspection Requirements.

(1) Primary Containers: Examination of primary containers for external condition and labeling shall be in accordance with the U.S. standards for condition of food containers, except that when requirements are contained in the specification, examination shall be performed in accordance with that specification. When additional requirements are specified in the specification, examination for these requirements shall be in accordance with the specification.

(2) Unit Loads: Examination of unit loads shall be in accordance with MIL-L-35078.

(3) All Other: Examination shall be in accordance with the specification.

52.246-9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS (APR 2008) DLAD

Optional Contractor Testing of Contractor Furnished Materials.

(a) Option Statement.

To expedite shipment, the contractor has the option to perform or have performed by an independent laboratory, contractually required tests of end item or component material not specified

SECTION E

by the U.S. Standards of Grade. The inspector for the government agency having jurisdiction upon 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 contractor's testing system is determined reliable. It is the intent of the government to rely on the contractor's test results 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 contractor's test system is reliable as to each of the required characteristics. Where the contractor's test system is determined unreliable, product compliance will be based solely on government test results. In the event that the government detects irregularity in contractor's testing system, the designated government inspector may withhold approval until government test results indicate product conformance to contract requirements. For Meal, Ready-to-Eat (MRE) items, if government laboratory test results show that product is nonconforming, although previously approved by the government inspector, the product shall be withheld from final assembly and subject to return and replacement by the component contractor.

(c) Reliability Conditions.

(1) The contractor's testing system will be considered reliable as long as its test results are comparable to the government test results unless the government agency having jurisdiction has inspected the item produced at the contractor's plant within the previous 120 days, the inspector will select random samples of the first three lots of end items reliable, the government inspector will sample product for verification testing on a skip-lot basis. Unless otherwise required by DLA TROOP SUPPORT or the inspection activity, skip-lot verification shall be done by random selecting not less than one lot in six consecutive lots presented for inspection of a specific item. 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), randomly select one of them for inspection. If lot 4 were selected, the next lot would be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 were chosen at random, the next selection would be from lots 9, 10, 11, 12, 13, or 14, and so on.

(2) Contractor's testing system will be considered unreliable when the government verification results indicate product nonconformance to contract requirements and a significant disparity exists between government laboratory results and contractor's testing results. When a contractor's test system is determined to be unreliable, compliance testing will revert to the government. Items must be government inspected prior to shipment.

SECTION E

(3) Contractor's testing system will be considered doubtful when a significant disparity exists between government laboratory results and contractor's test results and the former indicates significantly poorer quality than the latter; however, 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.

(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. Telephonic notification and copies of these determinations will be provided to the government by DLA TROOP SUPPORT-FTR.

(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. Government verification testing shall be withheld, at a minimum, until the contractor's completed inspection/test results are presented to the Government. The GQAR shall review the certification and test report submitted by the supplier to ensure accuracy and contr4actor's conformance with contractual requirements prior to initiating any Government verification testing.

(2) Verification Actions. The government shall 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 with a DD Form 1222, request for and results of tests. Copies of the results of testing performed by the government shall be given to the government inspector by the government laboratory that performed the tests. The results of nonconforming lots will be faxed to DLA TROOP SUPPORT-FTR, (215-737-4115). The government reserves the right to increase the rate or amount of verification testing to and including full lot-by-lot testing, in the event the contractor does not furnish reliable test results or certificates, or to obtain additional data when significant disparities exist between the contractor's results and the results of the government laboratory. 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 each and every test. Testing by the government will continue until such time as the contractor's reliability is again established.

(3) Standby Test Samples. The government reserves the right to withdraw and hold standby test samples of component or finished product or both (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 will be charged the costs of lot-by-lot inspection during the period that its test system status is considered unreliable. These charges will be processed by and approved by the contracting officer.

(f) Format for Contractor/Subcontractor Test Report.

Name & Address of Contractor:

Name & 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 item by supplier's laboratory or by subcontractor's laboratory.

SECTION E

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 to government inspector. Copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

***NOTE**: Amend Distribution as follows: "Original and 1 copy to government inspector of which one copy will be forwarded by the GQAR promptly to DLA TROOP SUPPORT-FTSB along the results of the Government verification test results. Copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)"*

52.246-9025 REINSPECTION OF NONCONFORMING SUPPLIES (APR 2008) DLAD

(a) When origin inspection is performed by the U.S. Department of Agriculture or U.S. Department of Commerce 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

SECTION E

decision of the USDA/USDC representative as to conformance or nonconformance shall be final. It will be within the discretion of USDA/USDC whether to assess reinspection costs against the contractor.

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

(1) Reinspection of nonconforming supplies for grading factors, suspicion of fraud or substitution shall be conducted by the applicable origin inspection agency (USDA for meats and poultry, or USDC for waterfoods). 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 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.

SECTION E

(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.

NOTE: *If there is any discrepancy between this clause, 52.246-9025 Reinspection of Nonconforming Supplies (APR 2008) DLAD, and the Section E clauses entitled "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance", the requirements of "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance" shall take precedence. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.*

52.246-9013 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (SEP 2007) DLAD

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.

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this

SECTION E

contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

> I certify that on _____ *[insert date]*, the ____ *[insert Contractor's name]* furnished the supplies or services called for by Contract No._____ via ____ *[Carrier]* on _____ *[identify the bill of lading or shipping document]* in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.
>
> Date of Execution: _____
>
> Signature: _____
>
> Title: _____

52.246-9003 MEASURING AND TEST EQUIPMENT (Jun 1998) – DLAD

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 ISO 10012-1 or ANSI/NCLS Z540-1.

52.246-9004 PRODUCT VERIFICATION TESTING (Jul 2008) – DLAD

SECTION E

(a) References: The applicable documents are the issues of Federal Acquisition Regulation (FAR) clause 52.246-02, "Inspection of Supplies-Fixed Price," and ANSI/ASQC Z1.4, Sampling Plan and Tables for Inspection by Attributes, which are in effect on the date of solicitation for awards resulting from Invitation for Bids and the date of award for all other contractual actions. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-02 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.

(b) The contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of this contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(c) On any given contract, the Government may require PVT through a Government designated testing laboratory on the contract or production lot at Government expense. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. When material under the contract is designated by the Contracting Officer/Administrative Officer for each test, the Government inspector will select a random sample from the contract or production lot, and send the samples to a designated laboratory for testing. Where origin inspection is specified, the Contractor agrees to make available, at the Government's request, at the manufacturing facility, subcontracting facility, and/or final point of inspection, the quantity selected by the Contract Administrative Office Quality Assurance Representative to verify that the entire lot tendered meets the requirements of the contract. the Government shall be permitted to select such samples at random from the production lot tendered for acceptance.

(d) [This subparagraph pertains only to contracts and bilateral purchase orders.]

(1) The PVT samples will be sent, by the Government at Government expense, to a Government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 working days of receipt of the samples by the Government. If the Government fails to act within the period set forth herein for notification, the contracting officer shall, upon timely written request, equitably adjust, under the Changes clause of this contract, the delivery or performance dates and/or the contract price and any other contractual terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after the receipt of the PVT test results.

(2) The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVT testing. Any defects found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot

to additional PVT testing. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. In such case, the Government reserves all rights to remedies to which it is otherwise entitled by law, regulation, or this contract.

(e) [This subparagraph pertains only to unilateral purchase orders.]

(1) The PVT samples will be sent by the Government and at Government expense, to a Government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 days after receipt of the samples. If the Government fails to act within the specified time period set forth herein for notification, the contracting officer shall, upon timely written request from the contractor, incorporate FAR clause 52.243-1, "Changes-Fixed Price," into the purchase order, and equitably adjust the delivery or performance date and/or the price and any other terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after the PVT test results.

(2) The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVT. Any defects so found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order.

E-16 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

52.246-9029 Inspection and Acceptance Points– DLAD

(a) Inspection and Acceptance are:

Inspection point: [ ] Destination [X] Origin

Acceptance point: [X] Destination [ ] Origin

NOTE: Acceptance will be execution of DD Form 250, or Receiving Report via Wide Area Work Flow, by the authorized government representative.

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

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

Plant: _____

Street: _____

SECTION E

City/State/Zip: _____

NOTICE: The following Federal Acquisition Regulation clauses are incorporated by reference:

52.246-16 RESPONSIBILITY FOR SUPPLIES - (Aug 1996)

52.246-2 -- Inspection of Supplies -- Fixed-Price (Aug. 1996) FAR

(a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected

SECTION E

supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either

(1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or

(2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time --

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor:

(1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant

SECTION E

and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

52.246-9014 Certificate of Conformance (SEP 2007) – DLAD

(a) Unless otherwise specified in the contract, the contractor shall furnish a certificate of conformance for packaging, packing, labeling, marking and unitization materials and their performance in use in lieu of government sampling and testing. Performance in use applies to joint strength of strapping and tension of unit load strapping. The unitization materials covered by the certificate of conformance shall not include pallets. Examination and testing of pallets shall be performed in accordance with specification requirements unless otherwise stipulated in the contract.
(b) When specified, the contractor may also furnish a certificate of conformance for certain components/ingredients or end item characteristics. The contractor may still furnish a certificate covering any of the foregoing even though a subcontractor provided the materials. In such event, the contractor is responsible for assuring that the materials met all contract requirements. For this reason, the contractor should request a certificate of conformance from the subcontractor.
(c) The certificate of conformance should be worded substantially as follows:
(1) I certify that all (indicate type of material) called for by the contract conform to applicable contract requirements in every particular. (For meats only, the contractor must also state that "no distressed, reconditioned meat has been used.")
(2) Such materials consist of the following: (Specify quantity, manufacturer and nomenclature for each item.)
Signature and Title of Certifying Official
Distribution: One copy to origin inspector, when applicable. One copy with shipment when origin USDA/USDC inspection is not required. One copy with invoice for payment when DD Form 250 is not used.
(d) It is the intent of the government to be able to rely on the certificate of conformance. To assure that the certificate is reliable, the government reserves the right to perform verification testing of each component for which specifications are established in the contract. Random samples shall be personally selected by the cognizant government inspector. Random samples of packaging, labeling, packing and marking materials shall be submitted to the DLA analytical laboratory with a copy of the DD Form 1222 furnished to DLA TROOP SUPPORT-HSQ. Food component materials shall be sent to the laboratory servicing the inspector's organization. All costs incident to the sampling and submittal of materials shall be borne by the contractor. The reliability of the contractor's certificate of conformance will be determined on the basis of government verification results.
(1) When it is determined by DLA TROOP SUPPORT-HSQ that the DLA analytical laboratory test samples meet the contract requirements, the certificate of conformance for these materials is considered reliable.
(2) When DLA TROOP SUPPORT finds the materials do not meet the contract requirements based on recognized statistical methods, the certificate of conformance is considered unreliable. The

SECTION E

contractor shall be so advised and the particular deficiencies which render such certificate unreliable shall be identified. The unreliability status may be continued from contract to contract regardless of the particular contract on which the verification tests, or submission by contractor of nonconforming material, has occurred. The contractor is responsible for all costs incurred by the government in performing tests of future samples submitted for testing after such time as the government has informed the contractor of the unreliability status and until reliability is again established to the satisfaction of the contracting officer. Testing and administrative costs shall be assessed at the prevailing rate.

252.246-7000 Material Inspection And Receiving Report (MAR 2008) – DFARS
(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.
(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

52.246-9018 Shipping Documents Supplied to Assembly Contractors(APR 2008) – DLAD
The assembly contractor will be supplied with a DD Form 250 prior to shipment for use in effecting shipments. The DD Form 250 shall contain shipping and marking instructions, except for that shipping information to be obtained and entered by the assembly contractor. The assembly contractor shall be required to print copies of the completed DD Form 250 sufficient for shipping and distribution requirements and invoicing purposes.

52.246-9019 Material and Inspection Report (APR 2008) – DLAD
(a) The Contractor shall create a Receiving Report in Wide Area Workflow Receipt and Acceptance (WAWF-RA), which serves as the Material Inspection and Receiving Report (MIRR)) (DD Form 250). Once the Receiving Report is created and the Government has accepted the material, an electronic signature of the Government representative responsible for acceptance will appear on the Receiving Report.
(b) In addition to the Receiving Report via WAWF-RA, the Contractor shall include hard copies of the Receiving Report (which includes an electronic signature of the Government representative responsible for acceptance if acceptance is at origin) in the exterior and interior shipping documentation.

SECTION F

DELIVERIES OR PERFORMANCE

52.211-16 -- Variation in Quantity (Apr 1984) FAR

(b) The permissible variation shall be limited to:

_.5%__ Percent increase _0%_ Percent decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e 0001AA. The variation (if any) shall be shipped with quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

52.211-9062 Delivery Requirements (SEP 2009) – DLAD

(a) The government will insist on delivery in strict accordance with the contractual delivery schedule. The dates specified for delivery are the dates required for arrival of the supplies at destination. When transportation terms are F.O.B. origin, in order for this delivery to be satisfied, the contractor should release shipment to the carrier 15 days prior to the date shown in the schedule.

(b) When DLAD clause 52.211-9020 entitled "Time of Delivery - Accelerated Delivery" applies, the contractor may deliver any time prior to, but no later than the specified delivery date as defined in paragraph (a)above.

(c) If accelerated delivery is not authorized, i.e., DLAD 52.211-9020 is not included in the award, the contractor may deliver as follows without prior authorization of the contracting officer:

(1) For an F.O.B. Origin award, contractor may release the shipment 15 to 30 days prior to the delivery date cited in the contract.

(2) For an F.O.B. Destination award, contractor may deliver up to 15 days prior to the scheduled delivery date.

52.211-9069 Time of Delivery – Ordering Office (NOV 2009) – DLAD

Material ordered under the terms of this contract shall be delivered within _60_ days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).

SECTION F

NOTICE: The following clauses are incorporated by reference:

52.211-17 -- Delivery of Excess Quantities (Sep 1989) FAR

52.242-15 -- Stop-Work Order (Aug. 1989) FAR

52.247-34 -- F.O.B. Destination (Nov 1991) FAR

52.247-9029 Shipping Instructions (APR 2008) – DLAD

SECTION G

CONTRACT ADMINISTRATION DATA

G-1 Contract Administration

Contract administration will be performed by the cognizant DCMA office listed in block 6 of form SF26 or other contract document used at the time of award of any resultant contract(s).

G-2 Correspondence

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

G-3 Invoices

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

G-4 Wide Area Workflow

Any references to form DD250 contained in this solicitation are considered to be the same as the requirements to post receipts and acceptances in Wide Area Workflow (WAWF). WAWF is the Department of Defense's (DoD's) enterprise system for submission of vendor invoices and receiving reports. See Section E for information regarding the requirements of WAWF. Also additional information on WAWF may be found at: https://wawf.eb.mil

Other websites for DFAS E-invoice payment information:

http://www.defenselink.mil/dfas/money/vendor/Cust_Phone_Numbers.htm OR
https://myinvoice.csd.disa.mil

G-5 Manufacturing Directive Numbers

Manufacturing Directive Numbers (MDN) will be assigned to any contract(s) awarded off of this solicitation and included on any resultant delivery orders issued against the contract(s). MDN's will be used by all contractors to identify all Government Furnished Material (GFM) transactions. MRE component items are considered to be GFM.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

52.211-9046 FDA COMPLIANCE (APR 2008) - DLAD

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 continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to $100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

52.246-9044 SANITARY CONDITIONS (AUG 2008) - DLAD

(a) Food Establishments.

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

SECTION H

the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

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

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

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

(iii) Shell eggs may be supplied from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published electronically by the USDA, Agriculture Marketing Service (AMS) (available 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 electronically by the USDA FSIS (available at: http://www.fsis.usda.gov/Regulations_&_Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

SECTION H

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

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: http://www.cfsan.fda.gov/~ear/ims-toc.html). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade 'A' Pasteurized Milk Ordinance"

(PMO) published electronically by the USDHHS, FDA (available at: http://www.cfsan.fda.gov/~ear/pmo03toc.html).

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

(viii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" (ICSSL), published electronically by the USDHHS, FDA (available at: http://www.cfsan.fda.gov/~ear/shellfis.html).

(3). Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; 1-800-553-6847; or download from web site: http://www.usapa.army.mil/ .) For the most current listing of exempt plants/products see the Worldwide Directory (available at: https://vets.amedd.army.mil/vetcom).

SECTION H

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

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

(b) Delivery Conveyances.

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

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

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

(1) Shipped in interstate commerce,

(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.

SECTION H

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

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

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

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

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

52.246-9049 STORAGE OF SEMIPERISHABLE COMPONENTS FOR MEAL, READY-TO-EAT (MRE) AND TRAY PACK (AUG 2008) – DLAD

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.

SECTION H

(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 GFM. 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 GFM, pallets will be stacked one high unless the contractor determines the cases will withstand higher stacking without damaging GFM.

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (APR 2008) DLAD

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

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

52.246-9047 ENTRY INTO PLANT BY GOVERNMENT EMPLOYEES FOR MEAL, READY-TO-EAT (MRE) AND TRAY PACK ITEMS (AUG 2008) – DLAD

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

SECTION I

CONTRACT CLAUSES

I-1 – Contract Clauses Incorporated by reference and in full text

NOTICE: THE FOLLOWING PROVISIONS AND/OR CLAUSES PERTINENT TO THIS SOLICITATION ARE HEREBY INCORPORATED BY REFERENCE

52.202-1 -- Definitions (July 2004) FAR

52.203-3 – Gratuities (Apr 1984) FAR

52.203-5 -- Covenant Against Contingent Fees (Apr 1984) FAR

52.203-6 -- Restrictions on Subcontractor Sales to the Government (SEP 2006) FAR

52.203-7-- Anti-Kickback Procedures (OCT 2010) FAR

52-203-8 -- Cancellation, Rescission, Recovery of Funds For Illegal or Improper Activity (JAN 1997) FAR

52.203-10 -- Price or Fee Adjustment for Illegal or Illegal or Improper Activity (JAN 1997) FAR

52.203-14 – Display Of Hotline Poster(s) (DEC 2007) FAR

52.203-12 -- Limitation on Payments to Influence Certain Federal Transactions (OCT 2010) FAR

52.203-13 – Contractor Code Of Business Ethics And Conduct (APR 2010) FAR

52.204-4 -- Printed or Copied Double-Sided On Recycled Paper (AUG 2000) FAR

52.204-7 -- Central Contractor Registration (Apr 2008) FAR

252.203-7001 -- Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies (DEC 2008) DFARS

252.203-7000 -- Requirements Relating To Compensation Of Former DOD Officials (Jan 2009) DFARS

252.203-7002 – Requirement To Inform Employees Of Whistleblower Rights (JAN2009) DFARS

52.211-5 -- Material Requirements (AUG 2000) FAR

52.211-9004 -- Priority Rating For Various Long Term contracts (MAR 2000) DLAD

52.211-9014 -- Contractor Retention Of Traceability Documentation (OCT 2008) DLAD

52.214-9008 -- Rounding Off Of Offer And Award Prices (AUG 2008) DLAD

SECTION I

52.215-2 -- Audit And Records Negotiation (OCT 2010) FAR

52.215-8 -- Order Of Precedence – Uniform Contract Format (OCT 1997) FAR

52.215-14 – Integrity Of Unit Prices (OCT 2010) FAR

52.215-9013 – Production Facility Changes (MAR 2008) DLAD

52.215-9018 – Authorized Limitations (APR 2008) DLAD

52.219-28 – Post Award Small Business Program Representation (APR 2009) FAR

52.219-9004 -- Small Business Program Representations (JUL 1999) – DLAD

252.204-7003 – Control Of Government Personnel Work Product (APR 1992) DFARS

52.209-6 -- Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed For Debarment (DEC 2010) FAR

252.209-7004 -- Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006) DFARS

252.205-7000 -- Provision Of Information To Cooperative Agreement Holders (DEC 1991) DFARS

52.222-1 – Notice To The Government Of Labor Disputes (FEB 1997) FAR

52.222-19 – Child Labor-Cooperation With Authorities and Remedies (JUL 2010) FAR

52.222-20 – Walsh-Healey Public Contracts Act (OCT 2010) FAR

52.222-21 – Prohibition Of Segregated Facilities (FEB 1999) FAR

52.222-26 – Equal Opportunity (March 2007) FAR

52.222-35 – Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2010) FAR

52.222-36 – Affirmative Action For Workers With Disabilities (OCT 2010) FAR

52.222-37 – Employment Reports On Veterans (SEPT 2010) FAR

52.222-50 – Combating Trafficking In Persons (Feb 2009) FAR

52.223-6 -- Drug Free Workplace (May 2001) FAR

SECTION I

52.225-13 – Restrictions On Certain Foreign Purchases (JUN 2008) FAR

252.225-7001 -- Buy American Act And Balance Of Payments Program (JAN 2009) DFARS

252.225-7002 – Qualifying Country Sources As Subcontractors (APR 2003) DFARS

252.225-7005 – Identification Of Expenditures In The United States (JUN 2005) DFARS

252.226-7001 – Utilization Of Indian Organizations, Indian-Owned Economic Enterprises, Native Hawaiian Small Business Concerns (SEP 2004) DFARS

52.227-1 – Authorization And Consent (DEC 2007) FAR

52.227-2 – Notice and Assistance Regarding Patent And Copyright Infringement (DEC 2007) FAR

52.229-3 – Federal, State and Local Taxes (APR 2003) FAR

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 (OCT 2010) FAR

52.232-23 – Assignment Of Claims (JAN 1986) FAR

52.232-25 – Prompt Payment (OCT 2008) FAR

52.232-33 – Payment By Electronic Funds Transfer – Central Contractor Registration (OCT 2003) FAR

252.232-7003 – Electronic Submission Of Payment Requests And Receiving Reports (MAR 2008) DFARS

252.232-7010 –Levies On Contract Payments (DEC 2006) DFARS

52.233-1 – Disputes (JUL 2002) FAR

52.233-3 – Protest After Award (AUG 1996) FAR

52.233-4 – Applicable Law For Breach Of Contract (OCT 2004) FAR

SECTION I

52.242-13 – Bankruptcy (JUL 1995) FAR

252.243-7001 – Pricing Of Contract Modifications (DEC 1991) DFARS

252.243-7002 – Requests For Equitable Adjustment (MAR 1998) DFARS

52.244-5 -- Competition In Subcontracting (DEC 1996) FAR

52.244-6 – Subcontracts For Commercial Items (JUN 2010) FAR

252.244-7000 – Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (AUG 2009) DFARS

52.245-9025 Contractor Control Of Government-Furnished Property (GFP) (JUL 2008) DLAD

52.246-23 – Limitation Of Liability (FEB 1997) FAR

252.246-7003 – Notification Of Potential Safety Issues (JAN 2007) DFARS

52.246-9054 – Warranty – Acceptance Of Supplies (SEP 2008) DLAD

52.248-1 – Value Engineering (OCT 2010) FAR

52.249-2 – Termination For Convenience Of The Government (Fixed-Price) (May 2004) FAR

52.249-8 -- Default (Fixed-Price Supply And Service) (APR 1984) FAR

52.253-1 – Computer Generated Forms (JAN 1991) FAR

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)

(a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

SECTION I

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of $25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at http://www.fsrs.gov for each first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

SECTION I

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at http://www.ccr.gov, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of $25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

SECTION I

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of $25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was $20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was $550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was $25,000 or more.

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

52.210-1 Market Research (APRIL 2011)

(a) Definition. As used in this clause—

"Commercial item" and "nondevelopmental item" have the meaning contained in Federal Acquisition Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to—

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that—

SECTION I

(i) Meet the agency's requirements;

(ii) Could be modified to meet the agency's requirements; or

(iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

252.216-7006 Ordering (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of award through 5 years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

52.216-19 Order Limitations (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than _1 Pallet, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **150%** of the estimated quantity of that single line item;

(2) Any order for a combination of items in excess of **150%** of the estimated quantity of the combination of those line items.

(3) A series of orders from the same ordering office within **30 calendar days** that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of

SECTION I

any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within __2__ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 180 days after contract expiration.

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 2 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _5_ years.

SECTION I

52.219-4 -- Notice of Price Evaluation Preference for HUBZone Small Business Concerns.

Notice of Price Evaluation for HUBZone Small Business Concerns (Jan 2011)

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) 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.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

__ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone

SECTION I

small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)

(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

SECTION I

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award f this contract. The HUBzone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBzone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

52.219-6 -- Notice of Total Small Business Set-Aside (June 2003)

Note: Lines 0001, 0002, 0006, 0010, 0011, and 0012 are not set-aside for Small Business. Lines 0003, 0004, 0005, 0007, 0008, 0009, 0013, 0014, 0015, and 0016 are set-aside for Small Business.

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.219-8 -- Utilization of Small Business Concerns (JAN2011)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business

SECTION I

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

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

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

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

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

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

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer, that--

(1)

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

SECTION I

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

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

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

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

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

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

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

(d)

(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting the SBA. Options for contacting the SBA include—

SECTION I

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm ; or http://www.sba.gov/hubzone ;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov .

52.219-9 -- Small Business Subcontracting Plan (JAN 2011)

Note: Lines 0001, 0002, 0006, 0010, 0011, and 0012 are not set-aside for Small Business. Lines 0003, 0004, 0005, 0007, 0008, 0009, 0013, 0014, 0015, and 0016 are set-aside for Small Business.

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

SECTION I

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantages business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

SECTION I

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to –

SECTION I

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns, and
(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

SECTION I

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov . The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

SECTION I

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

SECTION I

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone

SECTION I

small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive

SECTION I

Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

SECTION I

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $650,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

SECTION I

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

52.219-16 -- Liquidated Damages -- Subcontracting Plan (Jan 1999)

Note: Lines 0001, 0002, 0006, 0010, 0011, and 0012 are not set-aside for Small Business. Lines 0003, 0004, 0005, 0007, 0008, 0009, 0013, 0014, 0015, and 0016 are set-aside for Small Business.

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion, or in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying

SECTION I

the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans; the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by that commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-54 -- Employment Eligibility Verification (JAN 2009) FAR

(a) Definitions. As used in this clause—
"Commercially available off-the-shelf (COTS) item"—
(1) Means any item of supply that is—
(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.
"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—
(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.
"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
"United States," as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

SECTION I

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(1) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only t new employees assigned to the contract.

(2) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

SECTION I

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify .
(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
(e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—
(1) Is for—
(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
(2) Has a value of more than $3,000; and
(3) Includes work performed in the United States.

252.204-7004 Alternate A, Central Contractor Registration (SEP 2007)

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

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

SECTION I

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active." The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

252.204-7008 Export-Controlled Items (APR 2010)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or

the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The

term includes:

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

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

(b) The Contractor shall comply with all applicable laws and regulations

regarding export-controlled items, including, but not limited to, the requirement for

SECTION I

contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions

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

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

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations,

including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App.

2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130);

and

(6) Executive Order 13222, as extended;

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

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (OCT 2010)

Note: Lines 0001, 0002, 0006, 0010, 0011, and 0012 are not set-aside for Small Business. Lines 0003, 0004, 0005, 0007, 0008, 0009, 0013, 0014, 0015, and 0016 are set-aside for Small Business.

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

SECTION I

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual at the department or agency level who is registered in eSRS and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2362e.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded—

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan is approval by the Contractor's cognizant contract administration activity.

SECTION I

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h) (1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) Except as provided in (h)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(iv) The authority to acknowledge receipt or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the SSR Coordinator who acknowledges receipt or rejects the SSR.

(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge receipt or reject this report in eSRS resides with the contracting officer who acknowledges receipt or rejects the ISR.

252.225-7012 Preference for Certain Domestic Commodities (JUN 2010) DFARS

(a) Definitions. As used in this clause—

(1) "Component" means any item supplied to the Government as part of an end product or of another component.

(2) "End product" means supplies delivered under a line item of this contract.

SECTION I

(3) "Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:
Australia
Austria
Belgium
Canada
Denmark
Egypt
Finland
France
Germany
Greece
Israel
Italy
Luxembourg
Netherlands
Norway
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

(4) "United States" means the 50 States, the District of Columbia, and outlying areas.
(5) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:
(1) Food.
(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.
(3) Tents, tarpaulins, or covers.
(4) Cotton and other natural fiber products.
(5) Woven silk or woven silk blends.
(6) Spun silk yarn for cartridge cloth.
(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

SECTION I

(8) Canvas products.
(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
(c) This clause does not apply—
(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—
(i) Is not more than 10 percent of the total price of the end product; and
(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;
(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
(5) To chemical warfare protective clothing produced in a qualifying country; or
(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—
(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include□
(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or
(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—
(i) Shall be taken from the sea by U.S.-flag vessels; or
(ii) If not taken from the sea, shall be obtained from fishing within the United States; and
(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

SECTION I

52.242-17 Government Delay of Work(APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

52.243-1 Changes—Fixed-Price(AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

SECTION I

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

NOTE: Fill in is required on the clause below if the offeror does not agree to use Alternate Disputes Resolution (ADR).

52.233-9001 Disputes: Agreement to Use Alternative Dispute Resolution (ADR) (JUN 2001) - DLAD

DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (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 FAR 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 counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

52.249-9000 – Administrative Costs Of Reprocurement After Default (May 1988) DLAD
If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of $1350.00 as payment in full for the administrative costs of such repurchase. **This assessment of damages for administrative costs shall** apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

52.252-2 -- Clauses Incorporated by Reference (Feb 1998) FAR
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

SECTION I

FAR: http://acquisition.gov/comp/far/loadmainre.html

DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

DLAD: http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.html

52.252-6 -- Authorized Deviations in Clauses (Apr 1984) FAR
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-2 Product Protection

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

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

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

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

I-3 Surge and Sustainment Plan

Surge and Sustainment (S&S) Requirements

SECTION I

This solicitation includes items that are critical to support Department of Defense's ability to conduct contingency operations. These items are designated as surge and sustainment items. The S&S delivery requirements are identified in the schedule of supplies and are in addition to normal peacetime contract deliveries. The objective of the S&S in this solicitation is to obtain contractual coverage to meet the S&S requirements for a Monthly Wartime Rate (MWR) or other delivery terms of the identified items in the schedule. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors are required to meet the terms and conditions of S&S requirements. Offerors are evaluated on their ability to meet the terms and conditions of the S&S requirement. The following information defines the requirements of the Defense Logistics Agency (DLA) S&S requirements:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and or accelerated delivery requirements, using production and or supplier base capabilities, in support of DoD contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S are identified on an individual item basis, based on the Services' wartime planning requirements. The company profile and the "Committed Time-Phased Surge" production data shall be the Production Surge Plan under the contract, and the contractor shall be obligated to accelerate deliveries under the terms of this clause up to the quantities entered in the Production Surge Plan. S&S quantity and delivery requirements are above and beyond the production requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously referred to as the "Surge Plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping (e.g., S&S quantity and delivery requirements is for 10 feet of wire every 30 days, and the wire is sold to the government in 100 ft rolls. A single delivery of one roll in the first 30 days would meet the requirement for ten 30-day delivery periods).

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements (e.g., the schedule calls for 20 o-ring seals each 30-day period, but the vendor needs a 30 day ramp up and could deliver 40 in the second period and 20 each delivery period thereafter).

(d) Agreement to Participate in S&S Validation/Testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to validate the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's

SECTION I

S&S capability. Validations will be conducted on items, identified in the solicitation/contract, by the Industrial Specialist and occur through final contract delivery. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources, and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(e) Supplier Notification of S&S Capability Changes. Changes that negatively impact S&S capability must be reported in writing to the CO within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to Surge and Sustainment (a) for instructions on submitting changes to the CAP.

(f) Government Changes, Additions and Deletions to S&S Requirements. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the CAP during the contingency.

(g) Early or Unexpected S&S Requirements. The supplier agrees to support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the CAP, or (2) for requirements exceeding those agreed upon in the CAP. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the contractor of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S quantities and the S&S quantities agreed to in the CAP during the contingency.

(h) Return of Unused Government Furnished Material. The contractor shall agree to return any and all unused Government Furnished Material (GFM), used in times of Surge and Sustainment, to DLA, TROOP SUPPORT after completion of the contract.

Surge Spreadsheet for Beverage Base Rations Component Items

Please annotate the maximum Surge quantity you can provide for each MRE component item for the listed time frames of the attached spreadsheet below. 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 from 15 to 180 days. This information should be in Excel spreadsheet format and submitted on a CD submitted with each of the offeror's technical proposals by the closing date of the solicitation in accordance with the requirements in cited in L-4.

C+15, etc... means the quantity you can provide within 15, etc... days of the beginning of a surge event.

SECTION I

C+15 C+30 C+60 C+90 C120 C150
C180 TOTAL

8960-00-170-8446
Cocoa, Plain
PCR-C-041, Change 06, 16 DEC 2008

8960-01-527-8228
Cocoa, Hazelnut
CID-A-A-20189B, 14 December 2006,
Packaging & QAP CID
A-A-20189B, 16 December 2008

8955-01-484-9676
Cappuccino, French Vanilla
CID A-A-20336A, 31 July 2006,
Packaging & QAP CID A-A-20336A,
28 September 2007

8955-01-484-9677
Cappuccino, Mocha
CID A-A-20336A, 31 July 2006,
Packaging & QAP CID A-A-20336A,
28 September 2007

8955-01-556-0077
Cappuccino, Irish Cream
CID A-A-20336A, 31 July 2006,
Packaging & QAP CID A-A-20336A,
28 September 2007

8960-01-505-4234
Beverage Base, Type I,
Carbohydrate Electrolyte, Fruit Punch
PCR-B-013A, 25 October 2004

SECTION I

8960-01-505-4236 C+15 C+30 C+60 C+90 C120
C150 C180 TOTAL
Beverage Base, Type I,
Carbohydrate Electrolyte, Grape
PCR-B-013A, 25 October 2004

8960-01-505-4238
Beverage Base, Type I,
Carbohydrate Electrolyte, Lemon-Lime
PCR-B-013A, 25 October 2004

8960-01-505-4240
Beverage Base, Type I,
Carbohydrate Electrolyte, Orange
PCR-B-013A, 25 October 2004

8960-01-523-6344
Beverage Base, Type II,
Formulation D, Orange
CID A-A-20098E, 23 February 2009,
Packaging & QAP CID
A-A-20098E 23 September 2009

8960-01-523-6346
Beverage Base, Type II,
Formulation D, Lemon-Lime
CID A-A-20098E, 23 February 2009,
Packaging & QAP CID
A-A-20098E 23 September 2009

8960-01-523-6348
Beverage Base, Type II,
Formulation D, Tropical Punch
CID A-A-20098E, 23 February 2009,
Packaging & QAP CID
A-A-20098E 23 September 2009

SECTION I

C+15 C+30 C+60 C+90 C120 C150 C180 TOTAL

8960-01-527-8377
Beverage Base, Type III,
Non-Nutritive Sweetener, Lemonade
Formulation A
CID A-A-20098E, 23 February 2009,
Packaging & QAP CID A-A-20098E 23 September 2009

8960-01-527-8378
Beverage Base, Type III,
Non-Nutritive Sweetener, Raspberry
Formulation A
CID A-A-20098E, 23 February 2009,
Packaging & QAP CID A-A-20098E 23 September 2009

8960-01-584-8726
Beverage Base, Type III,
Non-Nutritive Sweetener, Orange
Formulation H
CID A-A-20098E, 23 February 2009,
Packaging & QAP CID A-A-20098E 23 September 2009

8940-00-782-3161
Creamer, Non-Dairy
CID A-A-20043B, 26 March 2004, Packaging & QAP
CID A-A-20043A, Change 01, 14 August 2003

I–4 Integrated Pest Management Plan

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

I. Scope and Applicability:

A. All contractors and/or subcontractors who manufacture, repackage, store, assemble, or ship Government Furnished Material (GFM) and/or Contractor Furnished Material (CFM) used in the production and/or assembly of operational rations are required to have an integrated pest management program in place. The IPM program implemented needs to adequately protect products

SECTION I

from infestation and/or contamination by insects (or other arthropods), rodents, birds, or other animals. Contractors/ subcontractors supplying other than subsistence items for the Operational Rations programs are exempt from this requirement. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.

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

C. SECTION RESERVED

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

1. A statement on whether service is in-house or provided by an external provider. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.

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

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

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

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

II. Integrated Pest Management (IPM) Program Concepts

SECTION I

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

A. Sanitation, Housekeeping, and Good Manufacturing Practices

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

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

SECTION I

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

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

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

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

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

B. Product/Facility Inspections and Pest Surveillance

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

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

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

3. Insect surveillance will be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species

SECTION I

commonly infesting processed foods and ingredient items. NOTE: If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.

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

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

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

C. Facility Design, Maintenance, and Pest Exclusion

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

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

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

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

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

SECTION I

D. Stock Handling and Warehousing Techniques

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

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

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

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

E. Mechanical Control and Trapping Strategies

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

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

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

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

F. Pesticide Selection and Application

SECTION I

1. Applicator and Pesticide Documentation

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

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

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

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

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

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

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

SECTION I

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

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

IV. Required Notifications

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

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

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

The requirements of the solicitation, contained in section I-2 through I-4 above, will be evaluated for their acceptability. Weaknesses found during evaluation must be corrected prior to the start of production under any award.

SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

All documents, CID's, PCR's and special technical and/or quality requirements cited elsewhere in this solicitation or not already presented in full text may be may be obtained by accessing the DLA Troop Support Subsistence Directorate website at:

http://www.dscp.dla.mil/subs/support/specs/procure.asp

In addition, the Subcontracting Plan Guide can be obtained by accessing the following website:

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

ATTACHMENTS:

Product Protection Plan

Surge and Sustainment Plan

Integrated Pest Management Plan

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.204-8 -- Annual Representations and Certifications.

Annual Representations and Certifications (May 2011)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is ___311999/311514___ *[insert NAICS code]*.

(2) The small business size standard is ____500____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[_] (i) Paragraph (d) applies.

[_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

SECTION K

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

SECTION K

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

SECTION K

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

SECTION K

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) 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 clause 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 Clause	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 posted on ORCA.

252.204-7007 Alternate A, Annual Representations and Certifications (MAY 2010) DFARS

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at https://orca.bpn.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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 clause 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 Clause #	Title	Date	Change

SECTION K

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.207-4 -- Economic Purchase Quantity – Supplies (Aug. 1987) FAR
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____
_____
_____
_____

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

52.209-2 -- Prohibition on Contracting with Inverted Domestic Corporations—Representation (Jul 2009) FAR
(a) *Definition.* "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that

SECTION K

the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

52.209-7 Information Regarding Responsibility Matters (JAN 2011)

(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

SECTION K

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

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

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

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

52.225-18 – Place of Manufacture (Sep 2006) FAR

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

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

52.225-20 – Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug 2009) FAR

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

SECTION K

"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 pursuant to 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.
(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification (SEPT 2010)

(a) *Definition.*

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definiation; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) *Certification.* Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the

SECTION K

offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. 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.

(c) *Exception for trade agreements.* The certification requirement of paragraph (b) of this provision does not apply if—

(1) This solicitation includes a trade agreements certification (*e.g.*, 52.225-4, 52.225-11 or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L-1 Solicitation Clauses and Provisions

NOTICE: THE FOLLOWING PROVISIONS AND/OR CLAUSES PERTINENT TO THIS SOLICITATION ARE HEREBY INCORPORATED BY REFERENCE

52.214-34 – Submission Of Offers In The English Language (APR 1991) FAR

52.214-35 – Submission Of Offers In U. S. Currency (APR 1991) FAR

52.215-1 – Instructions To Offerors – Competitive Acquisition (JAN 2004)

52.215-5 – Facsimile Proposals (OCT 1997) FAR

52.233-9000 – Agency Protests (SEP 1999) DLAD

52.211-2 -- Availability of Specifications, Standards, and Data Item Descriptions Listed In The Acquisition Streamlining and Standardization Information System (ASSIST) (Jan 2006) FAR

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

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

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

(1) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

NOTE: It is recommended that all offerors check the Subsistence Directorate / Operational Rations Division website initially for any technical and/or quality spec's or plans cited this solicitation prior to searching the above references. The Subsistence website is as follows: http://www.dscp.dla.mil/subs/support/specs/procure.asp

SECTION L

52.215-9008 Facsimile Bids and Proposals (JUL 2005) – DLAD

(a) Facsimile bids, proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will be considered only if authorized in the solicitation by FAR 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). Fax machines should be programmed to include the telephone number as the distant station ID. This information is required to assist in properly documenting receipt.

(b) DLA/DSCC Internet Bid Board System (DIBBS) and Internet Quoting System (IQS). DIBBS and IQS do not permit facsimile proposals. Facsimile proposals in response to DIBBS or IQS solicitations will be rejected and returned to the offeror.

(c) DSC Richmond. The telephone number of the receiving facsimile equipment is 804-279-4165. For bid/proposal security reasons facsimile equipment is not located in the place designated for receipt of offers. Regular interoffice pick-up of facsimile transmissions occurs daily at 10:30 a.m. and 1:30 p.m., Eastern time zone.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.
(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

Alternate II
(c) DSC Philadelphia. The telephone number of the receiving facsimile equipment is 215-737-9300/01.

52.216-1 -- Type of Contract (Apr 1984) FAR
The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

52.216-27 Single or Multiple Awards FAR (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

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:

DLA Troop Support-FTRC
Attn: Contracting Officer
700 Robbins Avenue

SECTION L

Philadelphia PA 19111-5092
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998) FAR
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
http://www.dla.mil/j-3/j-336/icps.htm

52.252-5 – Authorized Deviations In Provisions (APR 1984) FAR
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any Defense Logistics Agency Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L-2 E-Mail Transmission Of Proposal Revisions

E-mail transmissions of proposal ***revisions*** are acceptable if discussions are warranted and the offeror wishes to send a limited amount of information electronically. The amount of information permitted to be sent by e-mail will be determined by the Contracting Officer at the time discussions are warranted. If and when a proposal revision or revisions are requested, the date and time receipt of proposal revisions, if applicable, will be designated in that request.
E-mail transmissions shall meet the requirement found at FAR 15.208(b)(1):
(b)(1) Any proposal, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals is "late" and will not be considered unless it is received before award is made, the contracting officer determines that accepting the late proposal would not unduly delay the acquisition ; and—
(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or
(iii) It was the only proposal received.

SECTION L

L-3 Submission Of Offers

DLA Troop Support will use Low Price Technically Acceptable Source Selection procedures for this acquisition. Offerors are required to submit a separate technical proposal in accordance with paragraph L-3 below. Information and any Product Demonstration Models (PDM's) must be received no later than the time set for closing of offers. It is critical to Source Selection that you address each of the informational requirements listed in paragraph L-4 to facilitate the government's review in conducting a proper, thorough and timely review of your proposal. The complete proposals should be specific; stating clearly how you will meet all of the requirements of the solicitation. Proposal will be evaluated to determine compliance with all characteristics listed for evaluation in Section M. Failure to furnish all of the required information and PDM's 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 in separate parts as follows:

Part	Title	# of copies
1	Completed solicitation	1
2	Technical Proposal	5
3	Business Proposal (Prices)/CD's	5
3	Business Proposal (Prices)/Hard Copy	1

L-4 Technical Proposals

The following information is required for technical proposals:

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

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

SECTION L

2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on a production line, which will result in rejection of the product

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

4. PDMs shall be submitted as follows:

A total of 112 samples of each GFM item shall be submitted as stated below:

A total of 32 PDM's shall be sent to:

U.S. Army Research, Development, and Engineering Command
NATICK Soldier Center
Attn: AMSRD-NSC-CF-F (Jill St. Jean)
15 Kansas Street
Natick, MA 01760-5018

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

A total of 70 samples of each individual component shall be sent to the cognizant in-plant Government inspector. In this instance, the offeror shall advise the Government inspector prior to 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 Natick. The offeror shall submit this statement(s) with this balance of PDM samples submitted to DLA Troop Support.

SECTION L

The remaining 10 samples each of the same product lot code as those submitted to Natick and the USDA government inspector, shall be mailed along with your technical proposal to the address indicated on block 6 at DLA Troop Support (attn. Stephen Granato) on the first page of the solicitation.

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

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

5. Every 12 months the Government Quality Assurance Representative (GQAR) will randomly select 32 replenishment samples for Natick and 70 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 Natick. This replenishment may occur earlier if necessary to ensure an adequate supply of PDM samples. The contractor will also use samples from this same lot as the production standard.

6. Offerors are advised they may have to submit more than one PDM in order to be determined acceptable under the terms of the solicitation.

2.0 Past Performance:

Offerors may submit any information they want the Government to consider regarding their performance on these items or similar type item(s) during the period July 1, 2010, through June 30, 2011, to include Quality and Delivery History. Offerors may describe their experience since that time in providing the same or similar items and quantities as offered. Offerors are requested to submit any information about any unfavorable instances of past performance that occurred since July 1, 2010, and the corrective actions taken to preclude any such recurrences.

L-5 Business Proposals

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

SECTION L

b. The business proposal must include one hard copy and 5 copies of CD's that contain the required pricing spreadsheets listed below. The offeror's pricing spreadsheets shall be in Excel format for the base and four option years.

SAMPLE PRICING SPREADSHEET FORMAT (see following pages)

Offerors shall use the pricing format on the following pages when submitting their base and option year pricing information on an Excel spreadsheet CD as mentioned above and addressed previously in Section B-2. Also, please refer to the quantity requirements on pages 4-6 of section B.

SECTION L

Base Year

Item #	Item Description	Unit Price FOB Destination AmeriQual	Unit Price FOB Destination Sopakco	Unit Price FOB Destination Wornick	Average Unit Price
001	Cocoa Beverage Powder NSN: 8960-00-170-8446				
002	Cocoa Beverage Powder, Chocolate Hazelnut NSN: 8960-01-527-8228				
003	Cappuccino Inst. Powder, French Vanilla NSN: 8955-01-484-9676				
004	Cappuccino, Inst. Powder, Mocha NSN: 8955-01-484-9677				
005	Cappuccino, Irish Cream NSN: 8955-01-556-0077				
006	Creamer, Non Dairy Dry NSN: 8940-00-782-3161				
007	Orange, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 1, Fortification D NSN: 8960-01-523-6344				
008	Lemon Lime, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 4, Formulation D NSN: 8960-01-523-6346				
009	Tropical Punch, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 10, Formulation D NSN: 8960-01-523-6348				
010	Lemonade Powder, Beverage Base, Non Nutritive Sweetener, Type III, Flavor 8, Formulation A NSN: 8960-01-527-8377				
011	Raspberry Powder, Beverage Base, Non Nutritive Sweetener, Type III, Flavor 13, Formulation A NSN: 8960-01-527-8378				
012	Orange Powder, Beverage Base, Sugar Free, Non Nutritive Sweetener, w/ascorbic acid & calcium, Type III, Flavor 1 , Formulation H NSN: 8960-01- 584-8726				
013	Fruit Punch, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor I, Design B NSN: 8960-01-505-4234				
014	Grape, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor II, Design B NSN: 8960-01-505-4236				
015	Lemon-Lime, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor III, Design B NSN: 8960-01-505-4238				
016	Orange, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor IV, Design B NSN: 8960-01-505-4240				

SECTION L

Option Year 1

Item #	Item Description	Unit Price FOB Destination AmeriQual	Unit Price FOB Destination Sopakco	Unit Price FOB Destination Wornick	Average Unit Price
001	Cocoa Beverage Powder NSN: 8960-00-170-8446				
002	Cocoa Beverage Powder, Chocolate Hazelnut NSN: 8960-01-527-8228				
003	Cappuccino Inst. Powder, French Vanilla NSN: 8955-01-484-9676				
004	Cappuccino, Inst. Powder, Mocha NSN: 8955-01-484-9677				
005	Cappuccino, Irish Cream NSN: 8955-01-556-0077				
006	Creamer, Non Dairy Dry NSN: 8940-00-782-3161				
007	Orange, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 1, Fortification D NSN: 8960-01-523-6344				
008	Lemon Lime, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 4, Formulation D NSN: 8960-01-523-6346				
009	Tropical Punch, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 10, Formulation D NSN: 8960-01-523-6348				
010	Lemonade Powder, Beverage Base, Non Nutritive Sweetener, Type III, Flavor 8, Formulation A NSN: 8960-01-527-8377				
011	Raspberry Powder, Beverage Base, Non Nutritive Sweetener, Type III, Flavor 13, Formulation A NSN: 8960-01-527-8378				
012	Orange Powder, Beverage Base, Sugar Free, Non Nutritive Sweetener, w/ascorbic acid & calcium, Type III, Flavor 1 , Formulation H NSN: 8960-01- 584-8726				
013	Fruit Punch, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor I, Design B NSN: 8960-01-505-4234				
014	Grape, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor II, Design B NSN: 8960-01-505-4236				
015	Lemon-Lime, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor III, Design B NSN: 8960-01-505-4238				
016	Orange, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor IV, Design B NSN: 8960-01-505-4240				

SECTION L

Option Year 2

Item #	Item Description	Unit Price FOB Destination AmeriQual	Unit Price FOB Destination Sopakco	Unit Price FOB Destination Wornick	Average Unit Price
001	Cocoa Beverage Powder NSN: 8960-00-170-8446				
002	Cocoa Beverage Powder, Chocolate Hazelnut NSN: 8960-01-527-8228				
003	Cappuccino Inst. Powder, French Vanilla NSN: 8955-01-484-9676				
004	Cappuccino, Inst. Powder, Mocha NSN: 8955-01-484-9677				
005	Cappuccino, Irish Cream NSN: 8955-01-556-0077				
006	Creamer, Non Dairy Dry NSN: 8940-00-782-3161				
007	Orange, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 1, Fortification D NSN: 8960-01-523-6344				
008	Lemon Lime, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 4, Formulation D NSN: 8960-01-523-6346				
009	Tropical Punch, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 10, Formulation D NSN: 8960-01-523-6348				
010	Lemonade Powder, Beverage Base, Non Nutritive Sweetener, Type III, Flavor 8, Formulation A NSN: 8960-01-527-8377				
011	Raspberry Powder, Beverage Base, Non Nutritive Sweetener, Type III, Flavor 13, Formulation A NSN: 8960-01-527-8378				
012	Orange Powder, Beverage Base, Sugar Free, Non Nutritive Sweetener, w/ascorbic acid & calcium, Type III, Flavor 1 , Formulation H NSN: 8960-01- 584-8726				
013	Fruit Punch, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor I, Design B NSN: 8960-01-505-4234				
014	Grape, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor II, Design B NSN: 8960-01-505-4236				
015	Lemon-Lime, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor III, Design B NSN: 8960-01-505-4238				
016	Orange, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor IV, Design B NSN: 8960-01-505-4240				

SECTION L

Option Year 3

Item #	Item Description	Unit Price FOB Destination AmeriQual	Unit Price FOB Destination Sopakco	Unit Price FOB Destination Wornick	Average Unit Price
001	Cocoa Beverage Powder NSN: 8960-00-170-8446				
002	Cocoa Beverage Powder, Chocolate Hazelnut NSN: 8960-01-527-8228				
003	Cappuccino Inst. Powder, French Vanilla NSN: 8955-01-484-9676				
004	Cappuccino, Inst. Powder, Mocha NSN: 8955-01-484-9677				
005	Cappuccino, Irish Cream NSN: 8955-01-556-0077				
006	Creamer, Non Dairy Dry NSN: 8940-00-782-3161				
007	Orange, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 1, Fortification D NSN: 8960-01-523-6344				
008	Lemon Lime, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 4, Formulation D NSN: 8960-01-523-6346				
009	Tropical Punch, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 10, Formulation D NSN: 8960-01-523-6348				
010	Lemonade Powder, Beverage Base, Non Nutritive Sweetener, Type III, Flavor 8, Formulation A NSN: 8960-01-527-8377				
011	Raspberry Powder, Beverage Base, Non Nutritive Sweetener, Type III, Flavor 13, Formulation A NSN: 8960-01-527-8378				
012	Orange Powder, Beverage Base, Sugar Free, Non Nutritive Sweetener, w/ascorbic acid & calcium, Type III, Flavor 1 , Formulation H NSN: 8960-01- 584-8726				
013	Fruit Punch, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor I, Design B NSN: 8960-01-505-4234				
014	Grape, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor II, Design B NSN: 8960-01-505-4236				
015	Lemon-Lime, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor III, Design B NSN: 8960-01-505-4238				
016	Orange, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor IV, Design B NSN: 8960-01-505-4240				

SECTION L

Option Year 4

Item #	Item Description	Unit Price FOB Destination AmeriQual	Unit Price FOB Destination Sopakco	Unit Price FOB Destination Wornick	Average Unit Price
001	Cocoa Beverage Powder NSN: 8960-00-170-8446				
002	Cocoa Beverage Powder, Chocolate Hazelnut NSN: 8960-01-527-8228				
003	Cappuccino Inst. Powder, French Vanilla NSN: 8955-01-484-9676				
004	Cappuccino, Inst. Powder, Mocha NSN: 8955-01-484-9677				
005	Cappuccino, Irish Cream NSN: 8955-01-556-0077				
006	Creamer, Non Dairy Dry NSN: 8940-00-782-3161				
007	Orange, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 1, Fortification D NSN: 8960-01-523-6344				
008	Lemon Lime, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 4, Formulation D NSN: 8960-01-523-6346				
009	Tropical Punch, Beverage Base, w/ Ascorbic Acid and Maltodextrin, Type II, Flavor 10, Formulation D NSN: 8960-01-523-6348				
010	Lemonade Powder, Beverage Base, Non Nutritive Sweetener, Type III, Flavor 8, Formulation A NSN: 8960-01-527-8377				
011	Raspberry Powder, Beverage Base, Non Nutritive Sweetener, Type III, Flavor 13, Formulation A NSN: 8960-01-527-8378				
012	Orange Powder, Beverage Base, Sugar Free, Non Nutritive Sweetener, w/ascorbic acid & calcium, Type III, Flavor 1 , Formulation H NSN: 8960-01- 584-8726				
013	Fruit Punch, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor I, Design B NSN: 8960-01-505-4234				
014	Grape, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor II, Design B NSN: 8960-01-505-4236				
015	Lemon-Lime, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor III, Design B NSN: 8960-01-505-4238				
016	Orange, Beverage Powder, Carbohydrate Electrolyte, Type I, Flavor IV, Design B NSN: 8960-01-505-4240				

SECTION L

L-6 Additional Submission Requirements:

1. **Product Protection Plan**: In accordance with Product Protection requirement identified in Section H, the offeror shall submit its Product Protection Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. An electronic copy of the DLA Food Security Checklist is available at http://www.dscp.dla.mil/subs/fs_check.pdf.

2. **Surge and Sustainment (S&S)**: Offerors shall provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a validation/test plan. Offerors shall submit a CAP that describes the method and capability to meet the surge requirements identified in the solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and all other information contained in Section I-2, Surge and Sustainment (S&S) Requirements, of the solicitation. Offeror must complete and print the CAP summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part of the offer. The Surge and Sustainment plan submitted in reference to this solicitation will be rated on its merits on an acceptable/unacceptable basis. In order to ensure adequate surge coverage, the surge numbers provided will be used to determine the number of items any one firm can receive on award.

3. **Integrated Pest Program**: Contractors and subcontractors of products with Higher Level Quality Requirements (documented Quality Systems Plan required) must submit the following to DLA, TROOP SUPPORT-FTS as part of their Quality System Plan (see section I-3 for further details):

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

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

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

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

SECTION M

EVALUATION FACTORS FOR AWARD

M-1 Overview

A. Overview:

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. Each evaluation factor will be evaluated separately and then an integrated assessment of the offer will be made by the Contracting Officer. If a decision is made to hold discussions, the Contracting Officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one or more proposals will be selected for award by the SSA, as described in paragraph (B), below. The source selection authority's assessment will strive to determine the overall acceptability of each offer and judgment on the part of the Government evaluators is implicit in the entire process.

B. Evaluation Process:

1. Technical Evaluation: Offerors are required to submit technical proposals, including a Product Demonstration Model(s) as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical factors specified in this section, M. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, and excluded from the competitive range regardless of the prices offered. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

2. Business Evaluation: Each proposal will be evaluated against the requirements of this solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305.

3. Selection: The final technical and business evaluation reports will be furnished to the contracting officer. When offers are determined to be technically acceptable for non-price factors the price evaluation will be conducted and award made based on the lowest price to the Government for each line item. The number of line items awarded to any one firm will be limited by the amount of capacity for surge and sustainment that is provided. For example, if one offeror is technically

acceptable and low priced on 8 of the 16 line items but only has provided enough surge capacity to meet the requirement for 4 of these lines then that offeror is limited to an award of 4 line items.

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

The Government will use best value continuum procedures, specifically the overall lowest price, technically acceptable process, in evaluating proposals. The Government will make award to the responsible offerors whose proposals conform to the minimum requirements of the solicitation. Award shall be made to the lowest price offerors by component item who have also achieved an acceptable technical rating.

1.0 Evaluation of Product Demonstration Models (PDMs)

The Government will evaluate the PDMs for compliance with the item descriptions and product specifications and will also evaluate the sensory qualities of the food product to include appearance, odor, flavor and texture using a 9-point quality scale to determine product acceptability, where 9 is the highest score and 1 the lowest score. A score of 6 or higher is deemed to be acceptable while 5 and below will be unacceptable. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

The overall PDM rating for each specific component item evaluated by Natick will be no higher than the rating of the lowest-rated characteristic. If any one of the characteristics is rated "unacceptable," the overall PDM rating will be " unacceptable" for the particular PDM item, even if other characteristics for that particular PDM are rated "acceptable or pass." An "unacceptable" rating for any one characteristic will result in an "unacceptable" overall PDM rating.

The offeror is required to submit PDMs for as many of the 16 beverage base component items for which they are offering. DLA Troop Support shall use Natick's ratings for each PDM on an individual basis per item. Any singular item that achieves an acceptable rating can be considered for award. Each PDM stands alone. There will not be an overall rating of acceptable/unacceptable for PDMs based on any number or percentage acceptable of the total number of different items for which an offer was submitted. Eligibility for award will be based on only those items with acceptable PDMs. For example, if an offeror submits PDMs on 5 different beverage base component items and only one of them achieves an acceptable rating, they can still be considered for award of that one item.

If negotiations are opened, 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

beverage base PDM determined acceptable. Revised or alternate PDMs submitted during negotiations shall be evaluated for the same criteria detailed above.

2.0 Past Performance:

The Government will evaluate and rate the experience and past performance of each offeror for the period from July 1, 2010, through June 30, 2011, regarding product quality and timely delivery, and, based on that evaluation, will determine each offeror to be acceptable or unacceptable. The Government will evaluate the offeror's record of past performance as reflected in its performance of previous Government contracts within the identified time period as both suppliers and subcontractors and the contractor's reliability in providing product that conforms to the solicitation requirements.

This assessment will be based on information provided by the offeror in its proposal, information contained in records maintained by the Government, (for example but not limited to PPIRS, FAPIIS, warranty action, destination failures, late deliveries, substitutions, waivers reworks, deviations, etc.) and possibly by investigation of the contractor's record of performing commercial contracts. The Government will mainly rely on its own, internal data/records for performance of government contracts. The Government will consider all relevant facts and circumstances, and therefore encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred since July 1, 2010. More recent trends in contractor performance/delivery will be given more weight since they are deemed more indicative of the offeror's future performance. That is (considering only the period since July 1, 2010) more recent aspects of performance - if they seem to be more than isolated instances - may be viewed as more significant than less recent aspects of performance.

For evaluation purposes, an offeror is Acceptable if, based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. An offeror is Unacceptable, if based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

M-3 PRICING OF PROPOSALS

Price evaluation is based on the unit of issue. The offerors proposed price/cost will be evaluated on the basis of reasonableness. The Government reserves the right to require other data or if necessary certified cost or pricing data at a later time in accordance with FAR 15.403.

SECTION M

Offers will be evaluated on the total cost of the base and four option years at the minimum quantity. The unit price that will be used is the average of the unit prices offered for the three destinations. The Government will consider offers which limit the items offered, provided that said limitations are clearly defined and expressed. No limitation may be expressed in terms of quantity; a limitation may be expressed only in terms of items. (For example if a supplier makes an offer on Items 0001, 0002, and 0003, it may provide in its offer that, if awarded Items 0001 and 0002, no award may be made to it on Item 0003.) A limitation expressed in terms of quantity shall render the offer unacceptable/non-responsive. It is understood that by not submitting a price on certain line(s) the supplier is clearly limiting its offer to the line(s) on which it did submit pricing.

Evaluation for award will be based on low price per line item. Award will be made to the technically acceptable offeror who is otherwise low on each line item. The contract document will reflect the total number of line items for which each offeror is determined to be the low price technically acceptable offer.

In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating offers, that $500.00 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combination of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

M-4 Additional Evaluations

These required submissions will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

1. Product Protection Plan will be evaluated to determine acceptability. To begin production for an award resulting from this solicitation, you must have an acceptable plan.

2. Surge and Sustainment (S&S)

Surge and Sustainment capability is a requirement in this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP). The offeror's proposal may be deemed unacceptable for failure to submit the required S&S information in accordance with the solicitation. The Government reserves the right to require additional information if necessary.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness and the technical merits of the offerors ability to meet the proposed quantity and delivery requirements; and the ability to achieve these without Government investment. To begin production for an award resulting from this solicitation, you must have an acceptable plan.

SECTION M

3. An Integrated Pest Management Plan will be evaluated to determine acceptability. To begin production for an award resulting from this solicitation, you must have an acceptable plan.

ADDITIONAL CLAUSES / PROVISIONS

52.217-5 -- Evaluation of Options (Jul 1990) FAR
Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

NOTICE: THE FOLLOWING PROVISIONS AND/OR CLAUSES PERTINENT TO THIS SOLICITATION ARE HEREBY INCORPORATED BY REFERENCE

52.211-9011 -- Business Systems Modernization (BSM) Delivery Terms and Evaluation (MAY 2006) DLAD