AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶ RATING DO-C1

2. CONTRACT (Proc. Inst. Indent.) NO. SPM3S1-12-D-Z107

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQUEST/PROJECT NO 0040445714

5. ISSUED BY CODE SP0300
DIR. OF SUB DLA TROOP SUPPORT
Contracting and Production Div
700 Robbins Avenue
Philadelphia PA 19111-5096
Frank Tallent 215-737-2969

6. ADMINISTERED BY (If other than Item 5) CODE S3605A
DCMA Dayton
Building 30 Area C
1725 Van Patton DR
Wright Patterson AFB OH 45433-5302

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
AMERIQUAL GROUP, LLC
225 W MORGAN AVE STE C
EVANSVILLE IN 47710-2515
CODE 08KA0 FACILITY CODE

8. DELIVERY
[X] FOB ORIGIN [ ] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM 12

11. SHIP TO/MARK FOR CODE
See Schedule

12. PAYMENT WILL BE MADE BY CODE SL4701
Defense Finance and Accounting SVC BSM
P O Box 369031
Columbus OH 43236-9031 EFT: T

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION.
[X] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA
97X49305X 5CBX001 S33189

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	Meal, Ready-to-Eat, Individual (MRE 32) NSN 8970-00-149-1094	750,000	Case	69.00	51,750,000
0002	Humanitarian Daily Ration (HDR) NSN 8970-01-375-0516	10,050	Case	41.90	421,095.00

15G. TOTAL AMOUNT OF CONTRACT ▶ $ 52,171,095

16. TABLE OF CONTENTS

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

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ONE copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.)
Your bid on Solicitation Number
including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or Print)
John D. Knapp Sr Vice President

20A. NAME OF CONTRACTING OFFICER
JAMES A. LECOLLIER

19B. NAME OF CONTRACTOR
BY (Signature of person authorized to sign)

19C. DATE SIGNED 11-16-11

20B. UNITED STATES OF AMERICA
BY (Signature of Contracting Officer)

20C. DATE SIGNED 11/16/11

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is NOT usable

STANDARD FORM 26 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

Section "B" Supplies and Prices

Base Year

The effective period of this contract is from date of award through November 16, 2016.

Line	Item Description	Unit Price	F.O.B.
0001	Meal, Ready-to-Eat, Individual NSN 8970-00-149-1094		Origin

Minimum Quantity: 750,000 CS $69.00
Minimum Dollar Value: $51,750,000.00

Maximum Quantity: 37,500,000 CS *

* The contract maximum above represents the Government Overall Maximum (GOMAX), which is the aggregate total program maximum (without the surge requirement being invoked) that can be ordered in the five year contract period under all three contracts awarded under Solicitation SPM3S1-11-R-7074. The total of the orders placed under the initial award and all subsequently competed orders will not exceed the above quantity. In the event of a surge, the contract maximum will be increased by the maximum surge quantities identified by each offeror in their Capability Assessment Plan (CAP).

0002	Humanitarian Daily Ration NSN 8970-01-375-0516		Origin

Minimum Quantity: 10,050 CS $41.90
Minimum Dollar Value: $421,095.00

Maximum Quantity: 3,750,000 CS*

* The contract maximum above represents the Government Overall Maximum (GOMAX), which is the aggregate total program maximum that can be ordered in the five year contract period under all three contracts awarded under Solicitation SPM3S1-11-R-7074. The total of the orders placed under the initial award and all subsequently competed orders will not exceed the above quantity.

Inspection and Acceptance points for this contract shall be as follows:

Item	Inspection	Acceptance
0001	Origin	Origin
0002	Origin	Origin

Page 1, block 17 continued: In addition to Solicitation SPM3S1-11-R-7074, this contract incorporates Amendments 001 through 0005, the offeror's proposal, negotiation letter dated September 2, 2011, final revised proposal letter dated October 26, 2011, and the responses to these letters dated September 6, 2011 and October 27, 2011.

Clause 52.230-1 Cost Accounting Standards Notices and Certification (Oct 2008) is deleted from this contract. Solicitation page 112

Place of Performance
AmeriQual Group, LLC D/B/A
AmeriQual Packaging
225 West Morgan Avenue
Evansville IN 47710

Inspection Offices
Army Veterinary Activity (AVI)

Inspection Offices
USDA, AMS, FV, PPB
Anthony G. Chartrand, OIC
4318 North Technology Drive
South Bend, IN 46628-9752

Retort Items:
Place of Performance
AmeriQual Foods
18200 Highway 41 North
Evansville, IN 47711

Inspection Office
Same as above

Miscellaneous Items:
Place of Performance
TransPackers, Inc.
419 Vandervoort Ave.
Brooklyn, NY 11222-5313

Inspection Office
USDA, AMS, FV, PPB
William Wright, OIC
Park Plaza Professional Bldg., Ste. 304
622 Georges Road
North Brunswick, NJ 08902-3377

Place of Performance
Sterling Foods Inc.
1075 Orion Parkway
San Antonio, TX 78216

Inspection Office
USDA, AMS, FV, PPB
Dwain Parrish, OIC
3622 Moreland Drive
Weslaco, TX 78596-9131

Place of Performance
Interbake Foods Inc.
900 Terminal PL
Richmond, VA 23261

Inspection Office
Kathryn G. Hernandez, OIC
USDA, AMS, FV, PPB
600 North 5th Street, Room B38
Richmond, VA 23219

Flameless Ration Heater:
Place of Performance
Trutech, Inc.
680 Elton Street
Riverhead, NY 11901-2585

Inspection Office
DCMA Long Island
605 Stewart Avenue
Garden City, NY 11530-4761

Authorized Production Standards:

Entrees and Side Items	Lot #
Asian Beef/veg	1109A
Beef Ravioli	0268B
Beef Roast w/veg	1060B
Beef Stew	1082A
Brisket	1068A
Cheese Tortellini,	0343A
Chicken Fajita fill,	0350A
Chick/Noodles veg s,	1087A
Chicken Pesto Pasta,	0229B
Chick w/tomat&Feta,	1117A
Chili w/Beans	0273C
Chili & Mac	0326A
Meatballs/Marinara,	0327B
Mex Style Chick Stew,	1111A
Penne Pasta w/veg,	1067A
Pork Rib,	1054B
Pork Saug Patty,	1082A
Pork Sausage	1112A
Ratatouille	1066A
Sloppy Joe	1056B

Spag w/Beef&Sauce,	1111B
SW Beef &BLBeans,	1094B
Veg Lasagna,	0224A
AU Gratin Potato,	1126A
Cornbread Stuff,	0357A
Garlic Mashed Pot	1043B
Pot Ched Soup	1111A
Refried Beans,	1036A
Santa Fee Rice&Bean,	0333A
Turkey Bites	1143
Crackers,	1087
Cheddar Cracker,	1104
Cheddar Cracker,	1101
Jalapeno Cracker,	1059
Pep Pizza Cracker,	1096
Snack Cracker, H&S,	1081
Vegetable Crackers	1011
Ched. Ch. Pretzel,	1052
Pretzels,	1095
Nacho Pretzel	1094
Choclettos,	1102
M&M Plain,	1039
M&M Peanut,	1092
Reese's Pieces,	1075
Skittles, Berry,	1085
Skittles, Orig.,	1079
Skittles, Sour,	1027
Tootsie Rolls	1097
Twizzlers,	1018
Mints, caffeinated,	1056
Gum	1104
Osmotic Cranberry,	1119B2
Osmotic Raisins,	1150B2
Pat. Sugar Cookie,	1090
Br. Sug. Toaster Past.,	1152
Toaster PastChoc Chip,	1095
Cheery Blue Cobbr,	1122A
Corn Nuts,	1097
Butter Buds	1054
Coffee,	1073
Salt	1074
Splenda,	1131
Sugar,	1068
HDR,	1164

Heater Rations,	1104
Hot BevBags,	1143
Matches,	1069
Towelette,	1071

Remittance Address:

AmeriQual Packaging
c/o Fifth Third Bank
Cincinnati, OH 45263-3031

This is a five (5) year contract. The effective period of the contract will be from date of award through five (5) years after date of award. The contract includes five delivery year periods. For each delivery period respectively, see F-1. This applies to item 0001, MRE and item 0002, HDR. The Government intends to issue at least one delivery order for each delivery period.

U.S. SMALL BUSINESS ADMINISTRATION
OFFICE OF PROCUREMENT CENTER REPRESENTATIVE
DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111

From: Ricardo J. Sacidor, SBA-PCR, 215-737-5912, Fax 215-737-2711

Solicitation #: SPM351-11-R-7074 Date: 7/14/11
Contractor: Anni Quel
Contracting Officer: J. Talbot Phone:
Plan Type: Individual Concur with this Plan: (Yes / No)

References: P.L. 95-507 (Sec. 211), 99-661 (Sec. 1207), 103-355 (Sec. 7106), 106-50 (Sec. 501 & 502), FAR 19.701, FAR 19.704, 52.219

Requirement		*Acceptable to PCR*	*Non-Acceptable to PCR*
• FAR 52.219-9(d) 1 (d) 2 – Goals Expressed			
Small Business	65.4 %	✓	
HUBZone	3.0 %		
SDB	5.0 %		
WOB	5.0 %		
Veteran	3.0 %		
Service Disabled Veteran	3.0 %		
• FAR 52.219-9(d)(3) - Types of supplies and services to be subcontracted		✓	
• FAR 52.219-9(d)(4) - Methods used to develop goals		✓	
• FAR 52.219-9(d)(5) - Method used to identify sources		✓	
• FAR 52-219-9(d)(6) - Indirect Costs		✓	
• FAR 52.219-9(d)(7) - Name of individual to administer Plan		✓	
• FAR 52.219-9(d)(8) - Description of efforts		✓	
• FAR 52-219-9(d)(9) - Flowdown Clause		✓	
• FAR 52.219-9(d)(10) - Cooperation in studies		✓	
• FAR 52.219-9(d)(11) - Types of records maintained		✓	

ADDITIONAL COMMENTS: (Please review comments below where blocks are checked)

( ) Goals marked with an asterisk (*) do not meet statutory requirements.
( ) 0 % goals are not acceptable and should be challenged. A positive goal (more than 0%) demonstrates a Prime Contractors good faith effort to subcontract. (DFARS 219.705-4)
( ) For DoD, an SDB Goal less than 5% must be approved one level above the Contracting Officer.
( ) Indirect costs should be considered to increase goals.
( ) Although the SBA non-concurs, DoD Agencies may follow DCMA advice in accordance with DFARS.
(✓) Prior to acceptance, check with DCMA relative to firms past performance in subcontracting.
(✓) Forward a copy of approved plan to SBA Area Office in accordance with FAR 19.705-6(a)

DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5096

IN REPLY
REFER TO *T*

Date: July 14, 2011

SUBJECT: Small Business Subcontracting Plan
Firm: AmeriQual Group, LLC d/b/a/ AmeriQual Foods
Solicitation: MRE SPM3S1-11-R-7074
Item: Meal, Ready-To-Eat (MRE)
TO: Mr. Frank Tallent, DLA-FTRC, x2969
Reference Acquisition Specialist' package dated July 13, 2011.

_____ *DCMA Small Business Office Representative Review is not enclosed.*

RECOMMENDATION:
__X___ *Concur: The six mandatory elements are present.*
_____ *Non-Concur:*
_____ *Plan lacks the required elements.*
_____ *Firm did not exhibit good faith efforts to locate SB, HUBZone, SDB, WOSB, VOSB and SDVOSB Vendors.*
_____ *Conditional Concurrence: SDB goal is less than 5% and requires approval at one level above the Contracting Officer.*
_____ *Conditional Concurrence: Zero goal(s) require approval at a level above the Contracting Officer. (Also refer to DGPA 19.705(b)(2)(i).*
_____ *Insufficient subcontracting opportunities to warrant use of Plan. Delete FAR 52.219-9 from solicitation with approval at a level above the Contracting Officer. (Also refer to DGPA 19.705(b)(1)(ii)*
_____ *Plan should be signed by an executive of the firm and not the designated plan administrator.*
_____ *Signature missing*
__X___ *Provide written delegation of administration of subcontracting plan to cognizant DCMA Small Business Office with a copy to DSCP-T. A copy should be provided to the local SBA office.*
___X___ *Attached is a sample delegation letter.*
_____ *Other: The goals for VOSB, and SDVOSB concerns are unacceptable. Please discuss the possibility of increasing these goals with the vendor.*

Andrea Ingargiola AI
Small Business Specialist

Date:

__✓__ *Concur* _____ *Nonconcur* __✓__ *See attached*

RICARDO J. SACIDOR
SBA Procurement Center Rep

SAMPLE FORMAT – DELEGATION LETTER

MEMORANDUM FOR ASSOCIATE DIRECTOR OF SMALL BUSINESS, DCMA _____

SUBJECT: Delegation of Administration of the Small Business Subcontracting Plan

Reference FAR 42.202, Support Contract Administration. Contracts administered by the Defense Supply Center Philadelphia that exceed $550,000 and contain FAR Clause 52.219-9 require delegation of administration of the Small Business Subcontracting Plan to the Cognizant DCMA Small Business Office for support administration.

Your office is hereby requested to perform all administrative duties associated with the Subcontracting Plan submitted by _____ under Solicitation _____. On _____, Contract SPM_____was awarded to _____. (When applicable be sure to mention that the delegation covers a base year and ____ option years). A copy of the contract and the subcontracting plan are enclosed.

If additional information is needed, please contact _____ at 215-737-_____.

Sincerely,

Attachments

cc: DSCP-T
Charles Sharp, DCMAC-CW Chicago
Local SBA Office

SMALL BUSINESS SUBCONTRACTING PLAN

June 13, 2011

AmeriQual Group, LLC d/b/a AmeriQual Foods
18200 Highway 41N
Evansville, IN 47725

Contract:
End Item:
Plan Type: Individual
Total Contract Dollar Value: Base Year $

The following elements of our Small Business Subcontracting Plan detail the commitment to our small business development program during the contract performance period.

1. TYPE OF PLAN: (Check only one).

__X__ INDIVIDUAL PLAN: *In this type of plan all elements are developed specifically for this contract and apply for the full term of this contract.*

2. PROGRAM ADMINISTRATOR:

Name: Mark Bradley

Title: Director of Quality Systems

Position: Same

Address:18200 Hwy 41 N, Evansville, IN 47725

Telephone: 812-867-1444

Duties: The Program Administrator's responsibility for AmeriQual's subcontracting program is developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties may include, but are not limited to the following activities.

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business concerns.

B. Assisting Purchasing in developing and maintaining bidders' lists of small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business concerns from all possible sources.

C. Assist Purchasing in assuring that small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

D. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business concerns.

E. Ensuring that the purchasing department documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business concerns.

F. Overseeing the establishment and maintenance of contract and subcontract award records.

G. Attending or arranging for the attendance of company representatives at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

H. Directly or indirectly counseling small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business concerns on subcontracting opportunities and how to prepare bids.

I. Conducting or arranging training for purchasing personnel

J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.

K. Preparing and submitting timely reports.

L. Coordinating the company's activities during compliance reviews by Federal agencies.

3. GOALS:

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

ESTIMATED DOLLAR VALUE OF ALL PLANNED SUBCONTRACTING				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
$30,059,379	$	$	$	$
100%	100%	100%	100%	100%

B. Estimated dollar value and percentage of total planned subcontracting to large business concerns. (all business concerns classified as other than small)

SUBCONTRACTING TO LARGE BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
$10,400,545	$	$	$	$
34.6%	%	%	%	%

C. Estimated dollar value and percentage of total planned subcontracting to small business concerns is: (Include Small, Small Disadvantaged, Women-Owned Small Business, HUBZone, Veteran-Owned, and Service-Disabled Veteran-Owned,)

SUBCONTRACTING TO SMALL BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
$19,658,834	$	$	$	$
65.4%	%	%	%	%

D. Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns is:

SUBCONTRACTING TO SMALL DISADVANTAGED BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
$ 1,502,969	$	$	$	$
5%	%	%	%	%

E. Estimated dollar value and percentage of total planned subcontracting to women-owned small business concerns is:

SUBCONTRACTING WOMEN-OWNED SMALL BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
$ 1,502,969	$	$	$	$
5%	%	%	%	%

F. Estimated dollar value and percentage of total planned subcontracting to HUBZone small business concerns is:

SUBCONTRACTING TO HUBZONE SMALL BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
$ 901,781	$	$	$	$
3%	%	%	%	%

G. Estimated dollar value and percentage of total planned subcontracting to veteran-owned small business concerns is:

SUBCONTRACTING TO VETERAN-OWNED SMALL BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
$ 901,781	$	$	$	$
3%	%	%	%	%

H. Estimated dollar value and percentage of total planned subcontracting to service-disabled veteran-owned small business concerns is:

SUBCONTRACTING TO SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS				
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION
$ 901,781	$	$	$	$
3%	%	%	%	%

3. The following table outlines the types of goods and services that will be purchased in the performance of our contract and our subcontracting plans for each expenditure type:

Products/Services	L/B	S/B	SDB	WOSB	HZSB	VOSB	SDVOSB
Raw Material	X	X					
Retort Pouch Material	X						
Pouch Cartons	X						
Labor		X		X	X		
Maint/Mech	X	X	X	X	X	X	X
Auto/Truck	X						
Dues	X	X		X		X	
Donations	X	X					
Education/Train/ Employee Relations	X	X		X		X	
Employee Testing	X	X					
Grading	X						
Insurance	X	X					
Janitorial/Sanitation	X	X	X	X		X	
Lab Supplies	X	X		X		X	
Licenses/Fees	X						
Logistics Services	X	X					X
Supplies	X	X	X	X	X	X	
Pest Control		X					
Prof Fees	X	X	X	X		X	
Rent Equip	X	X		X		X	
Rent Bldg/Offsite Storag	X	X	X		X		
Safety	X	X		X		X	
Security		X				X	
Uniforms	X	X		X			
Travel	X	X		X			

Utilities/Telephone	X	X				X	

4. The goals in Section 1 of this plan were established using our estimated expenditures with existing and new vendors identified during the solicitation/bidding process. We have and/or will provide the FAR small business definitions to our supplier base and we have asked each vendor to provide a certification of their business size status (SDB and HZSB status requires certification by the Small Business Administration). The information is gathered and calculated to determine the total dollars and percentages subcontracted to SB, SDB, WOSB, HZSB, VOSB, SDVOSB, and ABILITY ONE entities.

5. AmeriQual will use a variety of sources to search for and identify potential SB, SDB, WOSB, HZSB, VOSB, SDVOSB, and ABILITY ONE vendors as subcontractors under our Government contracts. We are a member of the Indiana Business Diversity Council ("IBDC") and continue to use this resource as well as various state and local government offices to identify and contact potential small business suppliers. We also have a representative, the Program Administrator, on the steering committee of the Southern Indiana district of the IBDC. As a member of the IBDC, we also have access to the vendor/member database of National Minority Supplier Development Council and use this resource to identify potential suppliers as well. We will use the CCR Dynamic Small Business Search database to locate potential vendors and will post subcontracting opportunities on the SBA SUB-Net website.

   In addition to the efforts outlined above, AmeriQual representatives attend multiple annual trade shows; some specifically targeting small businesses. Trade shows allow us to identify potential subcontractors and provide a forum to discuss potential opportunities directly with multiple companies. The shows allow us to provide information to firms on future procurements and existing opportunities as well as the guidelines for becoming a supplier to AmeriQual.

6. We have included indirect costs in establishing the subcontracting goals included in this plan. Indirect costs are allocated to this solicitation/contract proportionally based on the units of production.

7. We will accumulate sales/purchases data for each small business category and will periodically provide this data to DSCP as required. Our Small Business Subcontracting Plan outlines other types of data and records we will maintain to demonstrate our efforts to locate and utilize SB, VOSB, SDVOSB, HZSB, WOSB, SDB and ABILITY ONE firms. Our Purchasing Departments at the AmeriQual Foods and Packaging, along with the Small Business Liaison Officer ("SBLO") for AmeriQual Group, are responsible for locating and negotiating successful subcontracts/purchase orders for our Government contracts. The SBLO for AmeriQual is the primary contact for many of the agencies we use to locate SB, VOSB, SDVOSB, HZSB, WOSB, SDB and ABILITY ONE businesses.

8. AmeriQual will perform the following functions to assure that SB, VOSB, SDVOSB, HZSB, WOSB, SDB, and ABILITY ONE firms have an equitable opportunity to compete for subcontracts:

a. Assist SB, VOSB, SDVOSB, HZSB, WOSB, SDB, and ABILITY ONE firms by arranging the solicitations, time for preparation of proposals, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns.
b. Provide adequate and timely consideration of the capabilities of SB, VOSB, SDVOSB, HZSB, WOSB, SDB, and ABILITY ONE firms in all "make or buy" decisions.
c. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HZSB, WOSB, SDB, and ABILITY ONE firms.

Companies that contact or are contacted by AmeriQual and are interested in becoming a supplier will be furnished a package of information outlining our vendor requirements. The package will include information for on-time delivery and quality program requirements as well as the specification requirements for the item(s) the company is interested in providing. Our purchasing department will work closely with these potential suppliers to answer any questions and provide any assistance needed in understanding the requirements.

9. We will include the "Utilization of Small Business, Small Disadvantaged Business, and Woman Owned Concerns" clause in all subcontracts that offer further subcontracting opportunities. We will also require all subcontractors that receive contracts in excess of $550,000 to adopt a subcontracting plan similar to the plan we have adopted under our primary contract.

10. REPORTING AND COOPERATION

AmeriQual will cooperate in any studies or surveys as may be required, submit periodic reports which show compliance with the subcontracting plan, submit Individual Subcontract Reports and Summary Subcontract Reports through the eSRS website and ensure that subcontractors agree to submit Individual Subcontract Reports and Summary Subcontract Reports through the eSRS website (as necessary).

11. TIMELY PAYMENTS TO SUBCONTRACTORS

AmeriQual utilizes a fully integrated accounting system. Receipts are tied directly to purchase orders and said receipts are subsequently matched and tied to inbound payables. All vendors are setup in the system with their agreed payment terms, and the system generates payments to cover those defined payment terms.

12. RECORDKEEPING

AmeriQual will maintain the following records that demonstrate we have followed this subcontracting plan:

a. Source lists, guides, and other data that identify SB, VOSB, SDVOSB, HZSB, WOSB, SDB and ABILITY ONE companies.

b. Organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HZSB, WOSB, SDB and ABILITY ONE companies.
c. Documentation for each subcontract solicitation resulting in an award of more than $100,000 including (1) whether SB, VOSB, SDVOSB, HZSB, WOSB, SDB firms were solicited and if not, why not, and (2) if applicable, the reason an award was not made to a small business concern.
d. Documentation for any outreach efforts to contact (1) trade associations, (2) business development organizations, and (3) conferences and trade fairs to locate SB, VOSB, SDVOSB, HZSB, WOSB, SDB and ABILITY ONE sources.
e. Documentation of internal guidance provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program requirements.

13. DESCRIPTION OF GOOD FAITH EFFORT

In order to meet the above goals, AmeriQual has assigned Socioeconomics as a responsibility to the Director of Quality Systems, and has hired a Quality System Coordinator whose primary job is to act as Socioeconomic Representative.

The Director of Quality Systems:

- Is a member of the Southern Indiana Minority Supplier Steering Committee in Evansville Indiana
- Directs the Quality System Coordinator
- Attends Southern Indiana Minority Supplier Development Council meetings, shows and events.

The Quality System Coordinator:

- Responsible for spearheading the program with Purchasing assistance
- Coordinate the effort to update and acquire new information on small business designation of all the current suppliers, and maintain a report identifying all small businesses utilized by AmeriQual.
- Assist the purchasing department in determining new small business organizations that may be able to supply AmeriQual with services or products, and keep a record of those small businesses contacted.
- Maintain records of supplier status, efforts to acquire new small business suppliers, and attend small business shows and events.
- Maintain records to support award data including the name, address and business size of each subcontractor.
- Keep records on all subcontract solicitations over $100,000

SIGNATURES REQUIRED

This subcontracting plan was submitted by:

Signature: Mark A Bradley

Typed Name: Mark A. Bradley

Title: Director QS Date: 06/13/2011

This subcontracting plan was accepted by:

Signature:

Typed Name:

Title: Contracting Officer Date:

This subcontracting plan was reviewed by:
Signature:

Typed Name:

Title: Small Business Technical Advisor
Date:

This subcontracting plan was reviewed by:
Signature:

Typed Name:

Title: SBA PCR Date:

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

IN REPLY
REFER TO

FTRC-Frank Tallent (215-737-2969)

OCT 26, 2011

Mr. John D. Knapp
AmeriQual Group, LLC
18200 Highway 41 North
Evansville, Indiana 47725

Dear MR. Knapp:

Discussions under solicitation SPM3S1-11-R-7074 for Meal, Ready-to-Eat, Individual (MRE) and Humanitarian Daily Ration (HDR) menus are hereby concluded. You are hereby requested to respond with your Final Revised Proposal by 3:00p.m. local time October 27, 2011. Faxed offers to this request for Final Revised Proposal are hereby authorized. The authorized FAX numbers are 215-737-9300; 9301; 9302; 9303; 9216; 8414.

All other terms and conditions of the subject solicitation and Amendments 0001 thru 0005 remain unchanged. Final Revised Proposals shall acknowledge receipt of Amendments 0001 thru 0005. Offeror must state agreement to all terms and conditions of the solicitation, amendments and this letter.

Each offeror shall certify that all items produced and offered to the Government under any resultant contract shall conform to all packaging, labeling and packing requirements and to all nutritional and analytical value requirements of the applicable item specifications/descriptions.

To further DLA's progress in reducing its material cost we request you consider the departments goal regarding material cost reduction. A component price breakdown from each offeror for each tier is required.

You are required to submit final pricing on the pricing spreadsheets for each quantity level of the Government's Overall Minimum Requirement (GOMR) attached to amendment 0003 and the unit price for the HDR on page 4 of the solicitation.

All qualifications not previously accepted via Amendment are denied.

If you fail to respond to this request by the date and time specified above, your proposal will be evaluated based upon your most recent offer.

James A. LeCollier

JAMES A. LECOLLIER
Contracting Officer

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

IN REPLY
REFER TO

DSCP-FTRC

SEP 2, 2011

Mr. John Knapp
AmeriQual Group, LLC D/B/A
AmeriQual Packaging
18200 Highway 41 North
Evansville, IN 47725

Dear Ms. Knapp:

The following is a record of negotiations held over the telephone on August 26, 2011 for the Meal, Ready-to-Eat (MRE) solicitation SPM3S1-11-R-7074. The AmeriQual representatives were Mr. John Knapp Sr. Vice President, Marketing, and Mr. Tim Brauer, President. The Philadelphia Troop Support representatives were Mr. James A. Lecollier, Contracting Officer; Mr. Russell Manuel, Contract Specialist and Mr. Frank Tallent, Contract Specialist.

Issues covered in the negotiation are as follows:

1. AmeriQual's technical proposal was determined acceptable because they had less than five unacceptable MRE Product Demonstration Models (PDMs). However, the following PDM was found unacceptable: Disks, Fruit Flavored, Sour, Type III, M&M Mars, lot 104CWWAC08. Remarks; Appearance – Appears to have melted/been heat abused, colors bled onto other pieces, fine sugar coating melted in spots and not evenly distributed, dull sheen.

   Humanitarian Daily Ration PDMs were rated acceptable. The following comments were provided by the DSCA evaluators. Please note that the suggested changes to the packaging may not be in compliance with the specification, but may be considered for future specification improvements:

   The package (external and internal) is very difficult to open. Several members had to use scissors. Recommend evaluating possibility of adding a zip liner or tabbing to the outer package to alleviate difficulty in opening. For branding continuity, recommend the caption on the aluminum "Oatmeal Cookie" package read: "Food Gift from the People of the United States of America." (Currently, only states "United States of America"). Visual instructions might be considered deceiving as the inserted instructions indicate the package opens horizontally for eating vice vertically as seen in the instructions.

2. Your Pest Management Plan, Surge and Sustainment Plan and Product Protection Plan were all acceptable.

3. Request for exception. Page 31, H-9 of the solicitation, Linear Tear Retort Pouches: AmeriQual wants to eliminate this requirement as stated in their letter dated June 10, 2011. Relief from "Linear Tear Package" was granted through March 2012 and a future amendment will incorporate it into this solicitation.

4. AmeriQual must either resubmit a PDM for Disk, Fruit Flavored, Sour, TypeIII – Lot M&M Mars 104CWWAC08 or use the acceptable item AmeriQual lot 1027 for their PDM.

5. Pricing was discussed at each tier and a request for revised offers except for PDMs is due on September 6, 2011 by 4:00 p.m. EST. A deadline for revised PDMs will be provided at a later date.

Your response to this letter can be faxed to the 215-737-9300; 9301; 9302; 9303; 9216; 8414 by September 6, 2011 by 4:00 p.m. EST.

If you need additional information please contact Frank Tallent on 215-737-2969.

Sincerely,

JAMES A. LECOLLIER
Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0005	SEP 2, 2011		

6. ISSUED BY CODE SP0300

Dir. of Sub. DLA Troop Support
Contracting and Production Division
700 Robbins Avenue
Philadelphia, PA 19111-5096
Frank Tallent 215-737-2969

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(X) ☒ 9A. AMENDMENT OF SOLICITATION NO. SPM3S1-11-R-7074

9B. DATED *(SEE ITEM 11)* 05/18/2011

☐ 10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Continued on the following page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JAMES A. LECOLLIER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Changes to Technical Data Package

Tab 3, page 8 **C-2 Date of Pack** Add

2. "Acceptance will be limited to product manufactured and packed subsequent to date of award."

Tab 3, page 8 **C-2 Date of Pack** Add

3. "No product shall be older than 90 days (from time of product production) at time of receipt. No product shall be older than 180 days (from date of product production) at time of final assembly, unless authorized by the contracting officer. These timelines are not applicable if a shorter time is required by the contract or the product document (ACR, PCR, CID, etc.)"

Tab 3, page 11

Insert the following after **C-3 Miscellaneous Requirements**

"C-4 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

For all documents that cite the Association of Official Analytical Chemists' Official Method of Analysis 985.15 (AOAC OMA 985.15) for fat testing, add the following alternate test methods: 991.36, 2007.04, 2008.06."

Tab 4, page 2 **D-5 Marking** Delete

"1/ The shipping containers shall contain all of the required markings. The ration assembler shall be responsible for applying the required markings. The shelf life for the assembled ration is 36 months, and shall be used in computing the Inspection/Test date."

Tab 4, page 2 **D-5 Marking** Add

"1/ The shipping containers shall contain all of the required markings. The ration assembler shall be responsible for applying the required markings. The shelf life is 36 months at 80° Fahrenheit for the assembled ration, and shall be used in computing the Inspection/Test date. "

Non-linear Tear

Thermoprocessors are allowed to use non-linear tear pouches through the first three months of calendar year 2012 until deliveries of directional tear component films and pouches can get back on schedule.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	CONTRACT CODE	PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0004			

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Dir of Sub DLA Troop Support Contracting and Production Div 700 Robbins Avenue Philadelphia, PA 19111-5096 Frank Tallent 215-737-2969	SP0300		

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
	X	SPM3S1-11-R-7074
		9B. DATED *(SEE ITEM 11)* 05-18-2011
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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12. Accounting and Appropriation Data *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc)*. SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Continued on the following page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JAMES A. LECOLLIER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED

52.215-5 -- Facsimile Proposals.

The clause is referenced on page 117 section L of the solicitation. Insert the following facsimile numbers in paragraph (c):

(c) The telephone number of receiving facsimile equipment is: [215 737 9300; 9301; 9302; 9303; 9216; 8414].

The date and time for this solicitation closing has not been extended by this amendment.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	NTRA CODE	PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0003			

6. ISSUED BY CODE SP0300	7. ADMINISTERED BY *(If other than Item 6)* CODE
Dir of Sub DLA Troop Support Contracting and Production Div 700 Robbins Avenue Philadelphia, PA 19111-5096 Frank Tallent 215-737-2969	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
	X	SPM3S1-11-R-7074
		9B. DATED *(SEE ITEM 11)* 05-18-2011
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

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12. Accounting and Appropriation Data *(If required)*

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(X)	
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	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Continued on the following page.

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		JAMES A. LECOLLIER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED

Page 132 paragraph M-3 insert the following sentence: "Offerors must be technically acceptable on all factors for all line items to be found technically acceptable for award".

Page 30, H-7, f: delete the paragraph and replace it with the following: The Government will not be liable for assembly delays due to non-availability of GFM components if the MRE assembler does not advise the Contracting Officer in writing at least 10 days prior to such non-availability. If, despite proper notification, a final assembly shutdown occurs solely due to the lack of GFM components, the Government shall only be liable for 1) additional and unavoidable direct costs incurred by the contractor as a result of the shutdown, and 2) unabsorbed indirect costs (i.e. manufacturing, O/H or G&A) incurred by the contractor solely due to the shutdown causing performance to be completed outside the timeframe required by a delivery order(s).

Page 76 under FAR 52.246-17, paragraph (4)(c)(1) Delete 7 and insert 1 month, "within 1 month".

Page 11 section F, change section 5 to section F-6 Clauses. Insert the following under section F-5: During the final delivery in an assembly period, the contractor may be required, at the determination of the Contracting Officer, to assemble and deliver additional cases consistent with the number of components and packaging materials available, and with any substitutions or changes that may be authorized by the contracting officer.

Page 27, H-7, b., 5. Delete the percentage signs from the table.

Delete the Ranger Bar from the pricing spreadsheet. See attached

Delete the column marked "Firm Fixed Cost/Cs" from the pricing spreadsheets. See attached.

Delete Paragraph b page 10 and insert the HDR delivery schedule as specified in accordance with clause 52.216-9007 see page 47.

On page 124, paragraph 2 insert Ramon Davis in place of Erycka Reid. His phone number is 703-601-3652; email: Ramon.Davis@dsca.mil

The following pertains to the Technical Data Package:

Tab 6, page 7 of 15, D-2 b. Delete " In addition, a handclasp emblem shall be printed on each package in accordance with figure one, attached. The clasped hands outline and the words

"UNITED STATES OF AMERICA" shall he black. The emblem may be on one side of the material and the dimensions shall be not less than 7/8 inch wide and 1 1/4 inch high. The handclasp emblem is not required on condiments or spreads."

Insert "in addition, a Meal Pictograph shall be printed on each package in accordance with figure one, attached. The Meal Pictograph outline and the words "UNITED STATES OF AMERICA" shall be black. The Meal Pictograph may be on one side of the material and the dimensions shall be not less than 7/8 inch wide and 1 1/4 inch high. The Meal Pictograph is not required on condiments or spreads."

Tab 6, page 9 of 15, D-4 c. Delete "and with a handclasp emblem"

Insert "and with a meal pictograph"

The following contains changes to Type V Multigrain snack bread; PCR-S-009C, Snack Bread, Fortified, Packaged in a Flexible Pouch, Shelf Stable; for use in MRE™ 32 for all current, pending and future procurements.

Tab 3, page 3

a. Section C-2, C(1) line 5: after "Types I-III" insert "and V"

b. Section C-2, C(1) line 6: after "Types I-III" insert "and V"

c. Section C-2, C(1) line 9: delete sentence "For Type V, surface may be slightly uneven and shall not contain docker holes."

d. Section C-2, C(6) line 1: after "bread" insert "surface"

e. Section C-2, C(6) line 2: after "color" delete "with a visible mixture of ground grains on surface"

f. Section C-2, C(6) line 2: delete "Surface ground" and insert "Ground"

g. Section C-2, C(6) line 3: after "but" insert "are"

h. Section C-2, C(6) line 6: after "color" insert "with a visible mixture of ground grains distributed throughout"

i. Section E-5, TABLE I. Product defects #105, after "Types I-III" insert "and V"

j. Section E-5, TABLE I. Product defects #201, after "Types I-III" insert "and V"

k. Section E-5, TABLE I. Product defects #211, after "Type V" insert "surface"; after "not" insert "a" for editorial. Delete "or not with a visible mixture of ground grains on surface

l. Section E-5, TABLE I. Product defects #212, after "not" insert "a"; after "color" insert "or not with a visible mixture of ground grains distributed throughout".

The following pertains to the Technical Data Package:

Tab 3 - Technical Data Package, page 11 of 11, after C-3 paragraph 5 insert:

"C-4 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS:

For all documents that cite the Association of Official Analytical Chemists' Official Method of Analysis 985.15 (AOAC OMA 985.15) for fat testing, add the following alternate test methods: 991.36, 2007.04, 2008.06."

The date and time for this solicitation closing has not been extended by this amendment.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	1

2. AMENDMENT/MODIFICAITON NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicble)
0002	Jun 20, 2011		

6. ISSUED BY CODE SPM300

DLA Troop Support
700 Robbins Avenue
Philadelphia, PA 19111-5098
FTRC/Priscilla Reed
Telephone:215-737-2869/Fax:215-737-7774

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICIATION NO. SPM3S1-11-R-7074

9B. DATED (SEE ITEM 11) May 18, 2011

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a)By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPIRATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

NSN:8970-00-149-1094 and NSN:8970-01-375-0516

This Amendment is issued on the MRE solicitation to extend the closing day until June 22, 2011 3:00 p.m.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		JAMES A. LECOLLIER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT SOLICITATION MODIFICATION OF CONTRACT	ITRA CODE	PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0001			

6. ISSUED BY	CODE SP0300	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Dir of Sub DLA Troop Support Contracting and Production Div 700 Robbins Avenue Philadelphia, PA 19111-5096 Frank Tallent 215-737-2969			

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
	X	SPM3S1-11-R-7074
		9B. DATED *(SEE ITEM 11)* 05-18-2011
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

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☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc)*. SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The closing date is extended to June 21, 2011.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JAMES A. LECOLLIER	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)	RATING DOC1	PAGE 1 OF 134 PAGES

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	SPM3S1-11-R-7074	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	05/18/2011	0040445714

7. ISSUED BY CODE SP0300
DLA, Troop Support, Directorate of Subsistence
700 Robbins Avenue, Philadelphia, PA 19111-5096

8. ADDRESS OFFER TO (If other than Item 7)
DLA, Troop Support Business Opportunity Office
Bldg. 36, 2nd Floor, Rm. 2035, 700 Robbins Avenue
Philadelphia, PA 19111-5096

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

SOLICITATION

9. Sealed offers in original and 1 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 RM until 3:00 p.m. (Hour) local time 06/17/2011 (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
	Frank Tallent	215	737	2969	Frank.Tallent@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	1-2	X	I	CONTRACT CLAUSES	35-92
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3-8			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	attachm	X	J	LIST OF ATTACHMENTS	93-94
X	D	PACKAGING AND MARKING	attachm			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	attachm	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	95-115
X	F	DELIVERIES OR PERFORMANCE	10-19				
X	G	CONTRACT ADMINISTRATION DATA	20-21	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	116-129
X	H	SPECIAL CONTRACT REQUIREMENTS	22-34	X	M	EVALUATION FACTORS FOR AWARD	130-134

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)

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
(CONTINUATION SHEET)

SECTION A

A-1

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 9 of the Form SF33.

E-mail transmissions are acceptable for any proposal revisions. Frank Tallent (Frank.Tallent@dla.mil or James Lecollier (James.Lecollier@dla.mil) may receive the e-mailed proposal revisions. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, if applicable, will be designated in that request. Transmissions shall meet the requirement found at FAR 15.208(b)(1).

A-2

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)

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 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)

SECTION B – SUPPLIES OR SERVICES AND PRICES

The items in B-1 below are set-aside as follows:

Item(s)	Set-Aside/Unrestricted	NAICS	SB Employee #
0001	Unrestricted as to Business Size Restricted to Contractors that Comprise the Industrial Base	311422	1000
0002	Unrestricted as to Business Size Restricted to Contractors that Comprise the Industrial Base	311422	1000

B-1 Supplies **Estimated Requirements**

Line Description/NSN

0001 Meal, Ready-to –Eat	Delivery Period 1	3,000,000 CS
(MRE), Menus No 1-24,	Delivery Period 2	3,000,000 CS
12 menus per Case	Delivery Period 3	3,000,000 CS
NSN: 8970-00-149-1094	Delivery Period 4	3,000,000 CS
F.O.B. Origin, Type Pack-2	Delivery Period 5	3,000,000 CS

Note: Delivery Periods are defined under Section F-1.

0002 Humanitarian Daily Ration			Ceiling Price
	Delivery Period 1	30,000 CS	$42.00
HDR Each meal bag is for one person	Delivery Period 2	30,000 CS	$42.50
for one day, no beef, pork, poultry, fish	Delivery Period 3	30,000 CS	$43.00
or any other animal or animal by-product	Delivery Period 4	30,000 CS	$43.50
including animal based cooking fats or oils,	Delivery Period 5	30,000 CS	$44.00
except as permitted by this document			
NSN: 8970-01-375-0516			
F.O.B.: Origin, Type Pack-2			

Note: The Ceiling Price is the maximum unit price the Government will pay for each HDR.

Note: MREs contain 12 menus per case. Each pallet contains 24 Case A menus and 24 Case B menus. Vendors will alternate menu items between Cases in accordance with the technical requirements. HDRs contain 10 menus per Case

Note: Price evaluation is based on the unit of issue- Case. Other component prices are obtained for comparison with future alternate components.

B-2 Indefinite Quantity Contracts (IQCs)/Multiple Sourcing:

1. The quantities shown in B-1 represent the estimated annual quantities for each item, i.e., those quantities expected to be ordered in each program year. For the entire contract, the IQC minimum quantities and IQC maximum quantities for each line item are as follows:

ITEMS	Government Overall Minimum Quantity (GOMR)	Government Overall Maximum Quantity (GOMAX)
0001 MRE Assembly	2,500,000 Cases	37,500,000 Cases
0002 HDR	30,000 Cases	3,750,000 Cases

The Government Overall Minimum Requirement (GOMR) is the total guaranteed minimum under this solicitation and will be apportioned among the successful offerors under this solicitation. The GOMAX is the contract maximum that can be ordered under this solicitation without using the surge option provisions.

The referenced minimum and maximum quantities are for the aggregate of all awards and the GOMR will be split based on evaluation procedures spelled out in section M.

2. Pricing for line item 0001 shall be offered in 5% increments as follows:

IQC-Minimum Quantity Tiers	Price
20% (500,000 cs)	Offerors are required to submit prices on the attached spreadsheet found at the end of Section B
25% (625,000 cs)	
30% (750,000 cs)	
35% (875,000 cs)	
40% (1,000,000 cs)	
45% (1,125,000 cs)	
50% (1,250,000 cs)	

3. Pricing for item 0002, the HDR, shall be submitted below.

Delivery Period 1 _____

B-3 General Information:

1. This will be a five (5) year contract. The effective period of the contract will be from date of award through five (5) years after date of award. The contract includes five delivery year periods. For each delivery period respectively, see F-1. This applies to item 0001, MRE and item 0002, HDR. The Government intends to issue at least one delivery order for each delivery period.

2. A plan to address the Surge and Sustainment requirements is required for this solicitation. Offerors are required to provide the Surge and Sustainment Plan providing the surge capability numbers they will produce under a surge situation. To that end, offerors should refer to the Surge and Sustainment clauses in Section I.

B-4 New Items:

Continuous menu improvements in the Operational Rations program may result in new menu items over the life of this contract. The replacement of one product for another will be accomplished through a unilateral change order in accordance with clause 52.243-1, Changes Fixed Price. Requests for adjustment to the contract price upward or downward, if any, shall be submitted to the Administrative Contracting Officer. Also, see clause 52.243-7 Notification of Changes in section I.

B-5 Meal, Ready-to-Eat (MRE) Component Items:

MRE contractors shall supply the following components in item 1 as contractor furnished materials (CFM). CFM material is defined as components listed in below paragraph 1 and paragraph 2.

1. **The 24 entrees are as follows:**

Asian Pepper Steak Fry
Beef Brisket
Beef Ravioli w/Meat Sauce
Beef Stew
Boneless Pork Rib
Cheese Tortellini (Veg)
Chicken Fajita
Chicken Pesto and Pasta
Chicken w/Noodles
Chicken w/Tomato and Feta
Chili & Macaroni
Chili w/Beans
Maple Sausage
Meatballs w/Marinara
Mexican Style Chicken Stew
Penne w/ Vegetable Sausage

Pork Sausage w/Gravy
Pot Roast w/Vegetables
Ratatouille
Sloppy Joe Filling
Southwest Beef and Black Beans
Spaghetti w/Meat Sauce
Tuna, Lemon Pepper
Vegetable Lasagna

2. The following components shall be supplied:

Baked Cracker (Cheese; Hot & Spicy)
Beef Snacks
Butter Buds
Caffeine Mints
Choclettos
Cinnamon Roll
Cobbler, Cherry- Blueberry
Coffee
Corn Bread
Corn Bread Stuffing
Corn Nuts
Crackers (Veg) 2 PK
Crackers 2 PK
Cranberries
Dairy Shake, Chocolate
Dairy Shake, Strawberry
Dairy Shake, Strawberry/Banana
Dairy Shake, Vanilla
Dry Roasted Peanuts
Filled Apple Pastry
Filled Cracker (Pepperoni; Cheddar; Jalapeno)
Filled Pretzel (Cheddar; Nacho)
First Strike Bar, Apple Cinnamon
First Strike Bar, Chocolate
Flameless Ration Heater
Fried Rice
Granola with Banana
Granola with Blueberries
Ground Red Pepper
Hot Beverage Bag
Hot Sauce
Italian Bread Sticks
Jalapeno Cashews
Licorice Bits
Mashed Garlic Potatoes
Matches

Multi Grain Snack Bread
Nut Raisin Mix
Pan Coated Candy Disk, Peanut Butter
Pan coated disk, Fruit Flavored, Original
Pan Coated Disk, Plain
Pan Coated Disk, Peanut
Pan coated disk, Sour
Pan coated disk, Wild Berry
Patriotic Cookie
Potato Au Gratin
Potato Cheddar Soup
Pretzels
Pudding, Chocolate
Pudding, Vanilla
Raisins
Raisin Nut Mix With Chocolate Candies
Refried Beans
Salt
Santa Fe Style Rice & Beans
Seasoning Blend
Smoked Almonds
Spoon (Mandatory Item)
Sugar Substitute
Sugar
Toaster Pastries, Frosted Brown Sugar
Toaster Pastries Chocolate Chip
Toffee Rolls - Choc. Flavored
Toilet Tissue (Mandatory Item)
Towelettes
Turkey Bites
Xylitol Chewing Gum

In addition to the above CFM, MRE assembly contractors shall provide all services and materials not specifically designated as government furnished material (GFM) which is necessary for the required assembly, palletization and unitization of completed cases and for the loading, blocking and bracing of complete pallets onto shipping conveyances. GFM components are listed on page 23.

Components will be assembled into menus 1-24 for the MRE as specified in ACR-M-32, 19 November 2010.

B-6 Product Demonstration Models (PDMs):

Production Standard Replenishment for Food Items:

Acceptable PDMs will be used as production standards. The approval of any PDM will not constitute waiver of the requirement that all delivered product must meet all other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements. PDMs must be submitted prior to the close of the solicitation and found to meet the standards as referenced elsewhere in the solicitation. Refer to Sections L and M for submission and evaluation instructions for PDMs.

During the course of contract performance, new items may be introduced for delivery during the next delivery period. PDMs are required for all new food items and shall be submitted 45 days prior to end of the current delivery period and the start of the delivery period in which the new items will be incorporated into the MRE. If approved specifications for new food items are not available to meet this requirement, PDMs shall be submitted within 30 days from the date the specification is published.

Every 12 months or as needed, the Government Quality Assurance Representative (GQAR) will replenish the Government's supply of PDM's at origin with 70 samples randomly selected from a lot accepted by the Government for all contractual requirements.

Every 12 months, the GQAR will randomly select 32 replenishment samples for Natick from a lot accepted by the Government for all contractual requirements. Contractor will be responsible for shipment to Natick.

Replenishment PDMs will be evaluated for appearance, odor, flavor and texture, must be equal to or better than the existing product standard for all characteristics, and must meet the requirements for those characteristics in the appropriate product technical requirements document or specification(s). Upon acceptance the replenishment PDM will become the new product standard.

Also, major changes in production methodology or packaging, such as implementation of new technology, may result in product which does not meet the production standard, which would require the submission and evaluation of alternate PDM's. Any alternate PDM submitted will be evaluated for appearance, odor, flavor and texture, must be equal to or better than the existing product standard for all characteristics, and must meet the requirements for those characteristics in the appropriate product technical requirements document or specification(s). Upon acceptance the alternate PDM will become the new product standard.

Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

SECTION C, D and E

Sections C, D and E are part of this solicitation and have been incorporated into a technical data package due to the volume of material contained therein and for ease of use by the technical/quality assurance community (See attachments labeled Tab 1-6).

For reference, the following is provided as a Table of Contents to the attachments.

Table of Contents

Tab One:

ACR-M-032, Meal, Ready-to-Eat (MRE), Assembly Requirements, 19 November 2010

Tab Two:

MIL-PRF-44073 Packaging of Food in Flexible Packages

Tab Three:

Section C - MRE Description Specification
Technical requirements for assembled MREs and CFM component items
a. Part I- - Technical Data for MRE Assembly
b. Part II – Technical Data for Contractor Furnished Material (CFM) Components

Tab Four:

Section D - MRE Packaging and Marking
Packaging requirements for assembled MREs and CFM component items
a. Part I- - Technical Data for MRE Assembly
b. Part II – Technical Data for Contractor Furnished Material (CFM)

Tab Five:

Section E – MRE Inspection and Acceptance
Inspection and Acceptance requirements for Assembled MREs and CFM components

Tab Six:

Humanitarian Daily Ration (HDR) specification requirements

SECTION F – DELIVERIES/PERFORMANCE

F-1 Item 0001 MRE Assembly/Item 0002 HDR:

a. MRE Assembly:

Delivery of the IQC minimum in Delivery Period 1 shall be January 01, 2012 through December 31, 2012 in equal quantities. Delivery of the Government's requirements for Delivery Period 2 is scheduled for January 01, 2013 through December 31, 2013. Delivery of the Government's requirements for Delivery Period 3 is scheduled for January 01, 2014 through December 31, 2014. Delivery of the Government's requirements for Delivery Period 4 is scheduled for January 01, 2015 through December 31, 2015. Delivery of the Government's requirements for Delivery Period 5 is scheduled for January 01, 2016 through December 31, 2016.

In order to maintain a warm production base and continuous delivery the following is provided: At contract award and prior to the beginning of a Delivery Period, the government intends to issue a delivery order for the estimated requirement referenced in B-1. Deliveries under this order will be scheduled separately and will occur over a 12 month period. The delivery date for each monthly delivery line will be the last working day of the month*. The contractor will be provided a minimum of 60 days lead time for the first monthly delivery requirement for each delivery order issued.

*The contractor may begin delivery at any time during the month the line is due.

Note: The delivery times are planned, however, operational situations may require deviation from the plan, although the overall objective of continuous production should still be achieved.

F.O.B. Origin terms are applicable. Inspection and Acceptance shall be at origin. Destination locations shall be forwarded to the contractor from DLA, TROOP SUPPORT via the basic contract/delivery orders or subsequent contract diversion modifications. Contractor shall coordinate with DLA Distribution Center regarding issuance of Government Bills of Lading (GBLs) and Commercial Bills of Lading (CBLs) and scheduling of shipping containers/van s/trucks, etc. DLA Distribution Center is responsible for issuing transportation with carriers.

b. HDR:

Delivery of the IQC minimum in Delivery Period 1 shall be January 01, 2012 through December 31, 2012 in equal quantities. Delivery of the Government's requirements for Delivery Period 2 is scheduled for January 01, 2013 through December 31, 2013. Delivery of the Government's requirements for Delivery Period 3 is scheduled for January 01, 2014 through December 31, 2014. Delivery of the Government's requirements for Delivery Period 4 is scheduled for January 01, 2015 through December 31, 2015. Delivery of the Government's requirements for Delivery Period 5 is scheduled for January 01, 2016 through December 31, 2016.

F-2 GFM Component Items:
Advance Notice of Shipment – GFM contractors shall provide Notice of Shipment to the assembly destinations to include the scheduled delivery date, the item nomenclature, the lot number and quantity being shipped. Such information shall be provided via facsimile or through the use of wide area work flow (WAWF).

F-3 Electronic Transmissions:
It is anticipated that the shipping and receipt of GFM components will be done electronically as follows:
In accordance with DFARS clause 252.246-7000, Material Inspection and Receiving Report (MIRR), GFM contractors will transmit their MIRR (DD250) via Wide Area WorkFlow – Receipt and Acceptance (WAWF-RA). Upon acceptable inspection by the Government source inspector at the GFM manufacturer an email transmission will be sent to the destination inspection and acceptance authority(s) advising of the shipment. It will be the responsibility of the destination MRE assembly inspector and acceptance authority to input and transmit the results of the Government's inspection and acceptance of the GFM shipment via WAWF-RA. This electronic process replaces the prior process using paper DD250s.

F-4 Section F Deliverables

The following deliverables are required under any contract resulting from this solicitation. These deliverables are not separately priced.

On Hand Inventory /Work –in-Process Reports: Due by the 7th of each month for the previous month's data (Section H-7)

Physical Inventory: Due 14 days after contract delivery year completion (Section H-7)

Monthly Damage Reports (DLA Troop Support form 2651): Due by the 7th of each month for the previous month's data (Section H-7)

Final Reconciliation: Due 30 days after completion of contract delivery year (Section H-7)

Annual CFM price lists: Due 30 days after the start of a new contract delivery year.

Production Progress Reports (DD form 375/375C): As required by ACO/PCO (Section H-8)

Nutritional Analysis: As required in accordance with Section C-3 COMPONENTS, para 2

F-5 Section F Clauses

NOTICE: The following clauses are incorporated by reference:

52.211-17 Delivery of Excess Quantities (SEP 1989)

52.242-15 Stop-Work Order (AUG 1989)

52.247-29 F.O.B Origin (FEB 2006)

52.247-32 F.O.B. Origin, Freight Prepaid (FEB 2006)

52.247-52 Clearance and Documentation Requirements -- Shipments to DoD Air or Water Terminal Transshipment Points (FEB 2006)

52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)

52.247-59 F.O.B. Origin -- Carload and Truckload Shipments (APR 1984)

52.247-65 F.O.B Origin, Prepaid Freight -- Small Package Shipments (JAN 1991)

NOTICE: The following clauses are incorporated in full text:

52.211-9020 Time of Delivery - Accelerated Delivery (Jun 2008) - DLAD
Unless otherwise authorized in the award, accelerated delivery is acceptable only if there is no additional cost or obligation to the Government for accelerated delivery.

52.211-9026 Delays In Shipment Of Products Requiring USDA Laboratory Analysis (SEP 2007) – DLAD

The specifications of this contract require a USDA Laboratory Analysis of samples of the product to be delivered. Offerors should consider this requirement when submitting offers so that appropriate consideration is given to planning production schedules. If there are delays in performing the USDA analysis of the samples, or if there are delays in receiving the USDA analysis due to the postal service, the contractor shall so notify the contracting officer. An extension in shipping time may be authorized when the conditions of (a) below, and if applicable, (b) below are satisfied.

(a) When all production lots intended in offered units were produced at least 12 calendar days in advance of the required delivery date (RDD) specified in the contract, and the laboratory results for the samples taken from these production lots are not made available to the contractor by the estimated shipping date (defined as date scheduled to ship in order to meet the RDD), the RDD will be extended by that number of days that receipt of the results by the contractor exceeds the estimated shipping date. (The adjusted RDD will be computed beginning with the day following receipt of the analysis from the USDA Laboratory.)

EXAMPLE:

RDD	Shipping Date	Receipt of Analysis	Adjusted RDD
30 Nov	27 Nov	28 Nov	1 Dec

b) If provisions in (a) above are met and the contractor elects to use a reserve sample for any production lot, an added extension to the RDD will be made on the formula provided above when the following conditions are met:

(1) The contractor notifies the USDA Inspector to mail the reserve sample within one day after the contractor is notified of results on the original sample (if notification is received on Saturday, the reserve sample is to be mailed no later than the next business day), and

(2) The reserve sample is in compliance with specifications.

252.242-7003 Application for U.S. Government Shipping Documentation/ Instructions DFARS (DEC 1991)

The Contractor shall request Government bills of lading by submitting a DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the—

(a) Transportation Officer, if named in the contract schedule; or

(b) Contract administration office.

52.246-9020 Distribution of Material Inspection and Receiving Report (APR 2008) – DLAD

(a) Whether processed manually or through Wide Area Work Flow Receipt and Acceptance (WAWF-RA), if this purchase is for Foreign Military Sale (FMS), the Contractor shall—

(i) Include hard copies of the Receiving Report (from WAWF-RA or if processed manually DD Form 250) in the exterior and interior shipping documentation for each package shipped to the freight forwarder.

(ii) Provide eight (8) additional hard copies of the DD Form 250/ WAWF-RA Receiving Report to the freight forwarder.

(b) In accordance with DFARS Appendix F, the Contractor shall include a hard copy of the DD Form 250/WAWF-RA Receiving Report in the exterior and interior shipping documentation for each additional package of a multi-package shipment.

52.247-9018 Utilization of Containers (Seavans) for Export Shipments (SEP 2007) – DLAD

(a) The government reserves the right, where the origin points of successful offerors permit containerized shipments, to direct any or all shipments on contracts resulting from this solicitation to be made in containers.

(b) The responsible transportation officer may direct container shipments on awards providing for delivery F.O.B. origin.

(c) Only the contracting officer is permitted to direct thru-container movement on F.O.B. destination offers or awards. When container shipment is directed, the government will bear the transportation costs. In such event, the offer/contract price of the supplies shall be reduced as follows:

(1) Shipments planned for transport by contractor-owned or leased truck(s), and so certified by the contractor, shall be reduced in contract price by an amount equal to 70% of the lowest applicable rate(s) published in common carrier tariffs as of the date of shipment

(2) Shipments planned for transport by common or contract carrier shall be reduced in contract price by the applicable published tariff rate(s) for commercial shipments by common carrier, or by the transportation rate(s), if any, agreed upon between the contractor and his carrier and which would have been payable.

(d) The conversion of F.O.B. terms will be by contract modification. However, the government further reserves the right to award any resulting contracts on the basis of an origin container movement where available container service is established before award at the origin point of a successful offeror. The contract price for such award will be that price adjusted downward on the basis set forth in paragraph (c) above.

(e) When thru-container movement is directed, the responsible government transportation officer (after coordination with the contractor) shall order the container(s) from the carrier for stuffing by the contractor, and furnish partially prepared government bills of lading (GBLs) or partially prepared transportation control and movement documents (TCMDs), and partially prepared seavan consists, DD Form 3542, with mailing envelopes, as applicable.

(f) The contractor will be responsible for:

(1) Advising the above transportation officer of the following:

(i) Requirements for GBLs.
(ii) Number of containers required for loading and placement of containers.
(iii) Date(s) containers are required.
(iv) If containers have not arrived as scheduled.

(v) If it is desired to change the placement of the containers.

(2) Stuffing (loading) and sealing the container.

(3) For perishable supplies:

(i) Maintaining seavan refrigeration if there are delays in loading.
(ii) Assuring that the thermostat is set at appropriate temperature when loading is completed.

(4) Documentation. Complete two copies of sea van consist, DLA, TROOP SUPPORT Form 3542, or equivalent automated listing which identifies the seavan and line item contents thereof, place them in waterproof envelope marked "MILSTAMP Documentation" and attach either to the interior of the loading door of the van or to one of the packages visible immediately upon opening. Instructions as to additional distribution of the document will be provided by the responsible government transportation officer. When partially prepared seavan consists are not furnished, place into the above-mentioned envelope two copies of a contract, delivery order, packing/loading list, or other document which identifies the contents, the transportation control number (TCN), date shipped, van number, seal number, van owner, seavan TCN, total pieces, total weight and total cube.

(5) Applying shipment address marking on a waterproof military shipping label (DD Form 1387), and attaching to the rear exterior of the seavan. (Note: No address markings are required to be applied to the supplies loaded in the container.)

(6) When partially prepared GBLs are furnished:

(i) Completing the GBL by inserting thereon the following:

(A) Seavan Number (not license number).
(B) Seal Number and whether carrier or shipper applied the seal.
(C) Total number of pieces in the seavan.
(D) total gross weight of all pieces in the seavan.
(E) Total cube of all pieces in the seavan.
(F) Date shipped.
(G) Include the statement: "Shipper's Load and Count".
(H) Signature of driver.

(ii) Distributing the completed GBL as follows:

(A) One signed original GBL (SF 1103) and four copies (1 blue, 1 pink and 2 white copies standard forms 1103B, 1104, 1105 and 1106) to carrier.
(B) Retain 1 yellow memorandum copy (SF 1103A).

(C) Forward 3 yellow memorandum copies (SF 1103A) to transportation officer.
(D) Attach 1 yellow memorandum copy (SF 1103A) marked "Invoice Copy" to invoice.

(7) When partially prepared TCMDs are furnished:

(i) Completing the TCMD by inserting thereon the following:
(A) Block 2 - Container Number.
(B) Block 15 - Date Shipped.
(C) Block 22 - Number of Pieces.
(D) Block 23 - Gross Weight.
(E) Block 24 - Total Cube.

(ii) Distributing as follows: (A) Attach signed original (marked "Invoice Copy") to invoice.

(A) Three copies to carrier.
(B) One copy to the transportation officer.
(C) One copy to be retained by contractor.

(8) Submitting a report of shipment (REPSHIP) by telephone to the transportation officer immediately after the seavan has been loaded, furnishing the following information:
(i) GBL Number(s).
(ii) Van Number(s).
(iii) Seal Number(s).
(iv) Commodity.
(v) Total Number of Pieces.
(vi) Total Weight
(vii) Total Cube.
(viii) Date Shipped.

(9) Any detention charge for each container not released to the carrier within the free time authorized by the carrier.

(10) Complying with any additional instruction peculiar to a particular commodity, when provided by the transportation officer.

52.247-9019 Shipments Direct to Port Terminals for Export (Sep 2007) -DLAD

(a) Contractor agrees to ship within the shipping period in the export release (when such release is required) for semiperishable subsistence, or in the contract/order for perishable subsistence. The contractor shall be responsible for any additional charges that may accrue at the port terminal due to non-acceptance because of untimely delivery.

(b) Transportation Control Number (TCN).

The principal means of export shipment identification is the 17 digit alphanumeric code known as the TCN, e.g., AK4WC 15090 7800 XAX.

(1) Configuration of the first 15 digits shall be set forth in the contract. When a determination is made to use seavan containers for semiperishable acquisitions, the responsible transportation officer shall furnish an additional TCN for use solely in the marking and control of the seavan.

(2) The last 2 digits shall be inserted by the contractor. The 16th digit shall be used to identify the partial and/or complete shipment. The 17th digit shall always be "X".

(i) If only one load constitutes a complete shipment, the 16th digit will be "X".

(ii) If there are 25 carloads/truckloads or less with the same TCN, the 16th digit shall reflect each partial shipment utilizing the letter "A" for the first load, "B" for the second, etc., except that the letter "X" shall not be used and the letter "Z" shall always be used to identify the final shipment.

(iii) When there are more than 25 carloads/truckloads, an additional TCN shall be provided by the responsible transportation officer to identify separately the 25th and each subsequent partial, including the last partial. The final shipment shall be indicated by using "Z" as the 16th digit in the TCN provided.

(c) Notice of Shipment. On the day shipment is made, contractor shall send a notice to the contracting officer who awarded the contract and to the DCMA administrative contracting officer when the contract has been assigned to DCMA for administration. The telegram shall indicate the contract number, purchase request number, quantity shipped, method of shipment, name of carrier and bill(s) of lading number(s).

(d) Advance Notice of Proposed Shipment.
The contractor shall provide the following information to the responsible transportation officer when the number of pieces, weight or cube for proposed shipments is other than set forth in the contract:

	(1) TCN (including all TCNs in a consolidated shipment). (2) Contract and purchase request numbers. (3) Planned shipment date. (4) Brief item nomenclature(s). (5) Number of pieces (for each TCN). (6) Weight and cube (for each TCN). (7) Origin point. (8) Planned mode of transportation (number of carloads, truckloads, seavans, etc.). (9) Name of contractor.

Such information must be furnished 10 days in advance of shipment if shipping point is outside the port terminal area or 3 days in advance for shipments originating in the port terminal area.

(e) Documentation to Accompany all Seavan Shipments.

Four copies of a document showing the contents of the van, and including the words "date stuffed" with such date, will be placed in a waterproof envelope marked "milstamp documentation" and attached either to the interior of the loading door of the van or to one of the packages visible immediately upon opening. (This document may be any one of the following: contract, delivery order, packing/loading list, DD Form 250, transportation control and movement document (TCMD), bill of lading or other document which identifies the contents.)

(End of Clause)

SECTION G – CONTRACT ADMINISTRATION DATA

G-1 Contract Administration:

Contract Administration will be performed by the designated Defense Contract Management Agency Office except that the contracting officer will retain the authority to accept non-conforming supplies.

G-2 Correspondence:

All pertinent correspondence relative to this contract shall be directed to the above office, except requests for acceptance of nonconforming supplies (including requests for deviation from specification) will not be delegated to the above office. Contractor's request for acceptance of nonconforming supplies should be submitted to the assigned Quality Assurance Representative, i.e., U.S. Army Veterinary Inspector (AVI), USDA Inspection or DCMA 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 DFAR clauses 252.232-7003 Electronic Submission of Payment Requests and 252.246-7000 Material Inspection and Receiving Report.

G-4 Manufacturing Directive Number (MDN):

An MDN will be assigned to any contract awarded for which the Government will provide Government Furnished Property (GFP) or Government Furnished Materials (GFM). This MDN will be used by all contractors to identify all GFP/GFM transactions. This number will be entered on receiving, shipping, or disposition documents prepared under contract terms, to identify each shipment of GFM components into the assembler's plant and each shipment leaving the assembler's plant. This applies to assembled rations and/or components, including shipments to other contractors, shipments to consignees, material shipped at the end of the contract, and material reported as destroyed. GFM transaction identification is required on the receiving document for components entering the contractor's plant and the shipping document for items leaving the assembly contractor's plant.

a. On each receiving report (DD Form 250 or other shipping document) for all shipments of components from GFM component suppliers (other than packaging, packing, or crating), the contractor will enter in the "Mark For" block the MDN and the last four digits of the assembly contract number, i.e., MDN XXX and Contract XXXX.

b. On any shipment by the assembly contractor, the MDN will be entered in Block 9 of the DD Form 250 directly under the prime contractor's name and address, i.e., MDN XXX.

THE MDNS SHALL BE PROVIDED AT TIME OF AWARD.

Section H – Special Contract Requirements

H-1 Replacement of Defective Components (applicable to GFM components):

For cases of bulk-packed component items, if upon opening the case or during assembly a number of defective units are discovered in the case which cannot be readily segregated from useable components, e.g. leaking spreads or excessive accessory pack issues, the case shall be removed from the assembly line and upon such verification from the Army Vet Inspector (AVI), the entire case shall be considered defective, and placed on hold. The Contracting Officer shall be given written notice of the defective product including the name and signature of the confirming AVI inspector. The assembler shall include information regarding defective components and replacement of such components in its inventory reports required at H-7 below. Assemblers are reminded that they are financially accountable for all GFM receipted into the assembly facility.

H-2 Storage of Component Items: (Applies to both GFM and CFM)

Components will be stored in such a manner as to protect them from damage due to temperature or humidity changes. DLA, TROOP SUPPORT may be contacted for assistance concerning individual component storage problems or concerns regarding proper method. Candy components (excluding type X and type XII candies) and chocolate covered 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 to assembly, they shall not be stored at a temperature higher than 60 degrees F.

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

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

4. GFM shall not be stored in a frozen state unless approved by the contracting officer.

5. If bulk-packaged components are removed from storage in a frozen condition, they shall not be exposed to high temperatures and/or humidity without first being tempered. Tempering shall be done by raising the temperature to no greater than 40 degrees F the first 24 hours; and to no more than 65 degrees F and 55 percent humidity the second 24 hours. Packaging material shall not be removed prior to completing the tempering procedure.

H-3 FIFO Requirements: (Applies to both GFM and CFM)

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

H-4 Bulk Component Packaging: (Applies to both GFM and CFM)

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

a. Strict adherence to Good Manufacturing Practices, in accordance with Code of Federal Regulations (CFR), Title 21, Chapter I, Part 110, is required.

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

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

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

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

H-5 Subassemblies: (Applies to both GFM and CFM)

Payment to MRE assemblers will be based upon the number of completed Cases assembled and delivered. No compensation will be allowed for subassemblies which are not incorporated into completed Cases. However, all such subassemblies which contain GFM components shall become the sole property of the Government and shall be accounted for as residual inventory at the end of each annual production cycle.

H-6 Title of Containers and Packaging Materials: (Applies to GFM)

As part of the consideration for the services to be performed, all containers and packaging materials in which GFM is delivered shall, upon separation from the contents, be retained by and title thereto shall vest in the contractor. Contractor agrees to re-use, without cost to the Government, such containers and packaging materials necessary to re-ship GFM as directed by the Contracting Officer.

H-7 Special Provisions - Government Furnished Material (GFM) - The Assembly Contractor is responsible for providing the below GFM in accordance with this provision. Below is the complete list of GFM.:

a. Delivery/Inspection of GFM Components:

Beverages: Cocoa, Cocoa-Hazelnut, Creamer, Cappuccino,(French Vanilla, Irish Cream, Mocha); Type I: Fruit Punch, Grape, Lemon-Lime, Orange; Type II: Lemon-Lime, Tropical Punch, Orange Formula D; Type III: Lemonade, Raspberry, Sugar Free Orange w/Vitamin C

Bakery: Cookies: Chocolate Chip, Kreamsicle, Oatmeal, Toffee Crunch; Cake: Almond Poppy, Carrot, Lemon Poppy Seed, Marble, Spice, Vanilla; Assort: Chocolate Banana Muffin Top, Fudge Brownie, Maple Muffin Top, Tortilla, Wheat Snack Bread, Wheat Snack Bread Twin Pack, Ranger Bars: Caramel Apple Bar, Cran-Apple Bar, Chocolate Chip Snack Bar

Spreads: Cheese Spread (Plain, Bacon, Jalapeno); Jam (Strawberry, Blackberry); Jelly (Grape, Apple) Peanut Butter (Plain, Chunky, Chocolate), BBQ Sauce, Fat Free Mayo, Table Syrup

Fruit: Applesauce (Raspberry, Carb Enhanced, Mango), Mixed Fruit, Pears, Spiced Apples

The following requirements apply to any GFM provided under this contract:

1. All component items received will be palletized. The GFM contractor will deliver any GFM components by truck or by rail, to the assembler's plant. The assembly contractor will promptly unload all GFM delivered to the plant.

The Government will not be liable in any manner or form for any demurrage charge accruing as a result of the contractor's failure or inability to unload cars promptly. It is the assembly contractor's responsibility to have adequate warehousing and offloading abilities for the GFM. Failure to have adequate offloading capabilities may result in Government storage of product, either at a Government or commercial facility, the cost of which would be charged to the assembly contractor. Any and all charges resulting from the contractor's failure to unload cars shall be the liability of the contractor.

2. Consistent with Section E, it will be the responsibility of the contractor to promptly inspect all GFM arriving at his plant for count, condition, and identity and to promptly annotate bills of lading and any Material Inspection and Receiving Reports (DD Form 250) furnished by the component contractor as to any shortage or damage, after notice to and verification by the Army Veterinary Inspector (AVI). The final responsibility for acceptance of the product, and signing any DD Form 250 submitted, rests with the Government inspector even though this acceptance may be based on the contractor's inspection results. It will be the responsibility of the contractor to promptly transmit the

EDI shipment acceptance ASC X 12 856 transactions, or manually forward acceptance DD Form 250 to the following:

One copy shall be sent by facsimile transmission daily and mailed weekly to:

Mr. James A. Lecollier
DLA, TROOP SUPPORT-FTRC
700 Robbins Avenue
Philadelphia, PA 19111-5092
Facsimile # 215-737-2988

One copy should be sent to the payment office.

Note: The use of WAWF-RA to record inspection results for GFM is the preferred method in lieu of the use of paper DD250.

Failure to forward this transaction set or documentation as stipulated which results in a delay of payment to the GFM contractor, will result in the findings by the PCO that the assembler is the cause of any delays in the assembly operations due to insufficient GFM supplied by subcontractor, and any lost payment discounts to the Government as a result of late submissions of the acceptance documents may be assessed against the responsible assembly contractor.

3. The assembly contractor shall promptly notify the Contracting Officer of any GFM shipments which are found to be nonconforming and unacceptable for use in the MRE.

4. Manufacturer/transportation damages not annotated at time of receipt inspection in accordance with section E will be considered assembler damage, unless promptly made available for verification by the AVI and the AVI determines damage not to be caused by assembler. In general, manufacturer/transportation damages shall be annotated at time of receipt inspection only, unless concealed damages can be ascertained by the AVI. See Section (b)(1) for a definition of the damage classifications.

b. Use of GFM Components:

1. Definitions:

a. "Unusable Subsistence" means a food item which is fit for human consumption but its condition is such that it must be issued within a limited time frame and due to its condition cannot be used as a component within the meal assembly, or a food item which is in such condition as to be unfit for human consumption and which must be destroyed by burning, burial, or other means. Disposition of such supplies will be directed by the contracting officer and will be at the expense of the contractor. The contractor is responsible for all handling, storage, preparation for shipment, and authorized destruction for all GFM at no cost to the Government.

b. "Manufacturer's damage" is defined as that damage to Government furnished property discovered at the time of ration assembler's inspection of incoming shipments as verified by the Government representative (except damage directly attributable to transportation) or found to be unusable during production operations due to defects obviously originating at the manufacturers plant.

c. "Assembler's damage" is defined as that damage to GFM ration components which is not attributable to manufacturers damage, concealed damage, inspection incurred damage, or transportation damage.

d. "Concealed damage" is defined as that damage where the cause of responsibility cannot be determined by the Government representative upon receipt inspection, is discovered subsequent to receiving inspection and not identifiable as manufacturer damage or assembler incurred, i.e., which are discovered after the components have been accepted by the assembler but prior to, or during, assembly. Concealed damage shall be verified by the AVI and shall be certified by the AVI as not being assembler damage.

e. "Inspection incurred damage" is defined as those components damaged or destroyed in verification examination, components submitted to the laboratory for destructive or special testing, and components destroyed by the contractor in required contractor examination and testing.

2. The Government reserves the right to substitute any of the GFM components or alternate components, and the contractor shall not be entitled to any additional compensation so long as the substituted items are of substantially the same size as the components for which they are substituted.

3. The contractor shall not incorporate any defective CFM or GFM components into the assembled meals, but shall, at no additional charge to the Government, screen, set aside, store, and handle such defective components in accordance with instruction provided by the contracting officer and the provisions herein. The contractor shall segregate all defective GFM components and identify such units with the Government representative's guidance and direction, under a GFM damage classification (i.e., manufacturer's, assembler's, or concealed damage). All damaged GFM, after screening by the contractor and verification by the Government representative, shall be reported to the contracting officer for disposition. Such information may be submitted on DLA, TROOP SUPPORT Form 2651 or may be submitted via the Inventory report as described in para. e. below. The report(s) shall be submitted on a monthly basis and numbered sequentially, i.e., the first months report will be #1, the second month's report #2, etc. DLA, TROOP SUPPORT Forms 2651-1, 2651-2, 2651-3, and 2651-4 will be supplied by the assigned Government representative. Monthly damage reports shall be provided to the contracting officer no later than the 7th of the following month. Failure to submit applicable DLA, TROOP SUPPORT Form 2651 or other authorized forms, on a monthly basis, will result in the findings by the PCO that the assembler is the cause of delays in the assembly operation by reason of insufficient GFM, and is therefore liable

for any resultant costs. The submitted DLA, TROOP SUPPORT Form 2651 or other report must be executed by the Government representative or the document will not be considered valid and therefore will not relieve the contractor of this requirement or of its liability for any assembly shutdown. In addition, nonconformances detected in GFM must be reported to the PCO on a daily basis.

4. In the event that the quantity of such defective GFM components exceeds 5% of the total quantity of that component furnished, an equitable adjustment shall be made in the contract price to compensate the contractor for its costs of storing and handling that quantity and the contract shall be modified in writing accordingly. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the contractor from proceeding with the contract. In addition, the cost data detailing contractor cost, if any, for storage and handling the quantity of defective components in excess of 5% of the total quantity of that component furnished must be submitted within 10 days of completion of the screening operation. If the assembly contractor fails to submit this cost data within 10 days of completion of this operation, then the assembly contractor agrees that it shall absorb the costs of this operation and not charge these to the Government. In the event that the contractor discovers excessive defects for any GFM component, the AVI should be notified immediately, so that they can perform a warranty inspection if such is determined applicable.

5. Assemblers will be permitted a tolerance for assembler damage of any components provided as GFM as follows:

COMPONENT	ALLOWABLE LOSS
Peanut Butter, Jellies, Jams, and Cheese Spread	.0001 %
Retort Items	.001 %
Cocoa, Beverage Items	.0003 %
Bakery Items	.0005 %
Accessory Components	.0003 %

The loss allowable rate will be applied against the unit net receipts under the resultant contracts; i.e., total shipments and residual transfers receipted minus any GFM transfer shipments out. See Section H-1 for reporting damages to GFM components.

6. On-Hand Inventory/Work-in-Process Reports:

a. MRE assemblers shall be responsible for keeping complete inventory and accountability records on any GFM delivered. To allow for careful monitoring of GFM deliveries and to ensure adequate and timely supplies for MRE assemblers, the following type of report shall be submitted by the assembly contractor for all GFM components (the dates, quantities, and notes below are for example only):

GFM as of 30 April 2011:

GFM Component: Peanut Butter

	ACTUAL	SCHEDULED	+/-	NOTES
Total Quantity Required:	1,800,000	1,800,000	0	
Residual & Transfers In:	5,046	0	+ 5,046	
GFM Contract Receipts:	912,000	900,000	+12,000	
Total Receipts:	917,046	900,000	+17,046	
On-Hold:				
Damages:	1,980	0	+1,980	
Losses:	267	900	-633	
Transfers Out:	0	0	0	
Assembled & Shipped Out:	600,000	600,000	0	
Work in Process:	2,943	0	+ 2,943	
Total Used:	605,190	600,900	+4,290	
Current Inventory:	311,856	299,100	+12,756	
Balance Needed:	882,954	900,000	-17,046	

Section H-1 Defective Qty Def: Qty Replaced:

Notes: 1. MRE XXX transfer (DLA, TROOP SUPPORT-FTRC letter of 14 February 2011).

2. ABC Contractor lot #00118.

b. The above Report, or similar contractor report showing the same information, shall be submitted on a monthly basis or whenever requested to the contracting officer by mail or facsimile transmission (215-737-2988). Reports shall be cumulative and include all inventories through the last day of the inventory month. Reports shall be due to the contracting officer by the 7th of the following month, e.g. April 2000 Report shall include all receipts/inventory data through 30 April 2000 and be provided to the contracting officer no later than 7 May 2000.

c. "Receipts" above shall include all quantities accepted. "Work in process" shall include all quantities assembled in accessory packets, cracker packets, menu bags, and final cases not yet accepted under FOB Origin Acceptance DD Form 250s.

d. Liability of the assembly contractor for loss and damages to GFM components

Liability shall be calculated as follows:

1. A final physical inventory will be performed by the assembly contractor and the results furnished to the procuring contracting officer (PCO) with a copy to the DCMA administrative contracting officer (ACO), within 14 business days after completion of each contract delivery period as described in Section F-1a. The final

physical inventory will be performed on an item by item basis and at a minimum give the quantities, dates of pack and use status for all components. The contractor will provide any and all resources necessary for DCMA verification of the final inventory at no cost to the Government.

2. Additionally, the contractor shall prepare a final reconciliation as described below and provide this report to the PCO and ACO within 30 calendar days from completion of each contract delivery period as described in Section F-1a. For the purpose of the final inventory reports, contract completion shall be the date the final assembled case is produced and accepted. Failure to comply with these timely submissions may result in the following:

a) The determination that the contractor is liable for the value of any and all GFM determined unsuitable for use in the following contract due to the age of such product, if such determination as to the suitability of the subject GFM is made within 21 days from receipt of the contractor's final physical inventory report.

b) The determination that the Government shall not be liable for any costs associated with start-up delays on any follow-up MRE assembly contract or delivery period requirements caused by unavailability of any GFM component(s).

3. The contractor will be responsible to reimburse the Government for any and all losses to the components based on the annual final inventory reconciliation report. The following final inventory reconciliation report (including each variety/flavor of the item) shall be prepared for each GFM component item:

- Quantity Received per Component (including Residuals and other Transfers)
- Quantity Shipped out in Completed Cases
- Quantity Transferred out on DD Form 250s
- Manufacturer, Concealed, and Inspection Damage
- Actual Assembler Damage
- Calculated Residual Quantity

4. The residual figure as calculated above will be compared to the physical inventory. If the actual physical inventory is less than the calculated residual, the contractor will be liable to the Government for the difference in the monetary value of that item. The dollar value will be calculated by multiplying the unit price or the weighted average price of the item by the number of components unaccounted for. Offsets may be made only in the area of homogenous items, described below. Offsets for homogenous items will be made based on the values of the items, e.g. a calculated shortage of $2,000 for peanut butter may be offset by a calculated overage of $2,000 for cheese spread. In no event shall the contractor be reimbursed if the value of actual physical inventory exceeds the value of calculated residual.

5. If the contractor's assembler damage exceeds the allowable loss percentage for an item, the contractor will reimburse the Government. The contractor's

liability will be calculated as follows: the unit price or weighted average price of the component multiplied by the number of units in excess of the allowable loss. The monetary loss of any one component due to excessive damage cannot be reduced by the savings from another component. Therefore, if the total dollar value of the contract damages (computed as the sum of the total dollar value of the damages allowed for each individual GFM item) is less than the total dollar value of the damages allowed under the contract, but various individual component items were damaged over the allowable tolerance, the contractor is still liable for the cost of these individual component damages. However, for homogeneous items offsets may be taken. Offsets will be calculated on a value basis as described above. For example, if the actual losses for cheese spread have exceeded the allowable losses but the actual losses for peanut butter, a homogeneous item, are less than the allowable loss quantity, the dollar difference between the actual and allowable losses for peanut butter can be applied to the value of the excess losses of cheese spread to reduce the contractor liability for the cheese spread. This procedure is allowed only for homogeneous items.

6. A 5% surcharge will be added to the total liability for loss and damages to account for administrative handling and transportation charges.

7. Homogeneous items are defined under residual paragraph 4 (above) for like items are:

Spreads: Peanut Butter and cheese spreads
Jelly/Jams: All types.
Sugar Beverage Base: All Flavors
Sugar Free Beverage Base: All Flavors
Carb Electrolyte Beverage Base: All Flavors
Cappuccino: All Flavors
Cocoa: All Flavors
Cakes: All Flavors
Wet Pack Fruit: All Flavors (except spiced apple)

e. Shipment/Documentation for GFM: DD Form 250, or other forms approved for use by the contracting officer, shall be used for all shipments of GFM from an assembly contractors plant. This includes and is not limited to return shipments of warranted GFM and GFM transferred from one assembly facility to another.

f. Government Liability for Delinquent Components: The Government will not be liable for assembly delays due to non-availability of GFM components if the MRE assembler does not advise the Contracting Officer in writing at least 10 days prior to such non-availability. In the event of a final assembly shutdown solely due to the lack of GFM components, the Government shall be liable for only those additional and unavoidable direct costs incurred by the contractor as a result of the shutdown. The Government shall not be liable for any claims of unabsorbed indirect costs (i.e.) manufacturing, OH or G&A.

g. The contractor will, if required, continue to store, handle and prepare for shipment or dispose of residual GFM for a period of ninety calendar days after agreement to the final inventory reconciliation has been reached between the contractor and the Government, at no cost to the Government. In the event the contractor storage of GFM exceeds this period, the Government will only be liable for those additional and direct costs incurred by the contractor as a result of this extended storage. Disposition will be in accordance with instructions from the contracting officer.

h. An amount of money not to exceed 5% of the total contract amount, or $50,000, whichever is smaller, will be withheld from final payment pending determination of contractor's liability for GFM.

i. The property administrator designated for this contract will be located at the assigned DCMA activity.

H-8 Distribution of Production Progress Reports:

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

H-9 Retort Pouches

Note: In an effort to protect the domestic base 50% of all preformed retort pouches used under this solicitation and resultant contract must be of domestic origin.

H-10 Mandatory Economic Evaluation

There will be a mandatory economic evaluation adjustment with respect to prime contractor's selection of subcontractors which utilize Government Furnished Equipment to manufacture MRE menu bags to be delivered under this contract.

The contractor shall, when considering potential sources to subcontract any portion of the work required in this contract to any other source, apply the following economic adjustment in its evaluation of prospective subcontracting sources:

Whenever a proposal, bid, offer or other arrangement is considered by the contractor in which Cadillac Products Inc. ("Cadillac") is to manufacture MRE menu bags utilizing government furnished equipment (GFE), to be delivered to the Government under this contract, the contractor shall add 2% to the offered unit price to obtain a total evaluated unit price. The contractor shall consider the total evaluated unit price as if it had been the unit price originally offered for the purposes of selecting a subcontracting source, to the extent that price is considered among competing offers for the same subcontracting opportunity. The provisions of the paragraph are intended to offset a competitive

advantage as a result of Cadillac's possession of GFE, where other competitors do not have the benefit of utilizing. The provisions of this paragraph shall not be construed to require a prime contractor to select subcontracting sources on the basis of price alone (i.e. other factors may be considered), nor shall the provisions of this paragraph be construed to require that price be accorded a particular level of importance relative to the consideration of other factors in the prime contractor's decision in selecting a particular subcontracting source.

H-11 Evaluation Factors for Delivery Orders Placed After the Initial Delivery Order for MRE Assembly (item 0001):

a.) After ordering the IQC minimum award quantity for MRE Assembly, from a particular contractor, the Government is under no obligation to order any additional quantities from that contractor. In accordance with FAR 16.505(b)(1), all offerors will be given a fair opportunity to be considered for each delivery order above the IQC minimum contract quantity.

b) It is anticipated that a delivery order will be issued to one or more of the three contractors each Delivery Period. The requirements covered by the delivery orders(s) will be apportioned among the contractors using the following delivery order award procedure, which is designed to maintain the industrial base. When pricing is requested, tiered pricing will be requested in accordance with the following format:

Pricing Tiers

20% (500,000 cs)
25% (625,000 cs)
30% (750,000 cs)
35% (875,000 cs)
40% (1,000,000 cs)
45% (1,125,000 cs)
50% (1,250,000 cs)

NOTE: Quantities shown are for example only. Actual quantities will be provided when the request for pricing is issued.

c) Other delivery orders for various quantities may also be issued during any of the Delivery Periods. For these delivery orders, submitted pricing will be based on the quantities requested. The determination as to the number of awards to be made for delivery orders will be based on the following: circumstances of the individual order, the quantity of the individual requirement and maintaining properly balanced sources of supply for meeting the unique requirements of the operational ration acquisition program in the interest of industrial mobilization.

d) The placement of all delivery orders after the initial delivery order will be determined based upon a separate evaluation of the factors and subfactors listed below. Award and, if applicable, allocations of requirements will be based on a determination of best value to the Government considering price and other specified factors. It is the Government's intent to evaluate each delivery order based on the overall lowest price. The Government reserves the right to evaluate past performance in addition to price. For those delivery orders where the government has determined to evaluate past performance, it will be substantially more important than price. The Government will utilize adjectival ratings for those evaluations.

For each delivery order pricing request the following factor shall always be used for evaluation.

1.) Price (for the requirements on individual delivery order being considered)

For those delivery orders that identify past performance as an evaluation factor, the following factor and subfactors shall be used.

2.) Performance under the contract with respect to:
a) Quality and
b) Delivery;
The evaluation period for performance will be specified in the request for additional delivery order pricing.

e) The Government reserves the right to include options in the solicitation for subsequent delivery orders.

H-12 Evaluation Factors for Delivery Orders Placed After the Initial Delivery Order for HDR (item 0002):

In accordance with FAR 16.505(b)(1), all offerors will be given a fair opportunity to be considered for each delivery order above the IQC minimum contract quantity. The placement of each additional order beyond the IQC minimum contract quantity will be determined based upon the following variables:

A. Best Lead Time – because these items are often required in response to emergency requests, delivery in these instances is of primary importance. If delivery is not the driving factor in placing additional orders then price will become of prime importance.
B. Price - offers below the ceiling price will receive greater consideration than offers at the ceiling price.

C. Quantity - Generally multiple awards are preferred. However, if the quantity would result in an uneconomical production run as the result of two or more delivery orders then a single delivery order to one firm will be issued.
D. The Government reserves the right to include options in the solicitation for subsequent delivery orders.

When new HDR requirements are received the assemblers will be prompted to submit their best delivery and price information. The contracting officer will determine the award of additional HDR quantities based on an evaluation of the delivery and price information submitted by the assemblers. Contractors will be advised of the relative importance of delivery and price when requests for delivery and price information are made.

SECTION I – CONTRACT CLAUSES

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

Notice: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.202-1 Definitions (JUL 2004)

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (APR 1984)

52.203-6 Restrictions on Subcontractor Sales To The Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (OCT 2010)
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN1997)

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

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

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)

52.203-14 Display of Hotline Poster(s) (DEC 2007)

252.203-7000 Requirements Relating to Compensation of Former DOD Officials (JAN 2009) DFARS
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008) DFARS

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (JAN 2009) DFARS

252.203-7003 Agency Office of the Inspector General (Sep 2010)

52.204-4 Printed or Copied Double-Sided on Recycled Paper. (Aug 2000)

52.204-7 Central Contract Registration (APR 2008)

252.204-7003 Control of Government Personnel Work Product (Apr 1992) DFARS

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

252.204-7008 Export-Controlled Items (APR 2010) DFARS

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) DFARS

52.208-9 Contractor Use of Mandatory Sources of Supply or Services (OCT 2008)

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

52.209-09 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)

52.209-09 ALT I Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011) ALTERNATE I (JAN 2011)

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

52.210-01 Market Research (APR 2011)

52.211-5 Material Requirements (AUG 2000)

52.211-15 Defense Priority and Allocation Requirement (APR 2008)

252.211-7007 Reporting of Government-Furnished Equipment in the DOD Item Unique Identification (IUID) Registry (NOV 2008) DFARS

52.211-9004 Priority Rating for Various Long-Term Contracts (MAR 2000) DLAD

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

52.215-2 Audit and Records Negotiation (OCT 2010)

52.215-8 Order of Precedence -- Uniform Contract Format (OCT 1997)

52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications. (Oct 2010)

52.215-13 Subcontractor Cost or Pricing Data – Modifications. (Oct 2010)

52.215-14 Integrity of Unit Prices (OCT 2010)

52.215-15 Pension Adjustments and Asset Reversions (Oct 2010)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)

52.215-19 Notification of Ownership Changes (OCT 1997)

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications. (Oct 2010)

252.215-7000 Pricing Adjustments (Dec 1991) - DFARS

52.215-9013 Production Facility Changes (MAR 2008) DLAD

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

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

52.219-25 Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (DEC 2010)

252.219-7003 Small Business Subcontracting Plan (OCT 2010)

52.222-1 Notice to the Government of Labor Disputes (Feb 1997)

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

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

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

52.222-26 Equal Opportunity (MAR 2007)

52.222-35 Equal Opportunity for Veterans (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)

52.222-37 Employment Reports on Veterans. (SEP 2010)

252.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-50 Combating Trafficking in Persons (FEB 2009)

52.223-6 Drug-Free Workplace (MAY 2001)

52.225-8 Duty Free Entry (OCT 2010)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

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

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

252.225-7031 Secondary Arab Boycott of Israel (Jun 2005) - DFARS

52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)

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)

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

52.227-3 Patent Indemnity (Apr 1984)

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

52.230-2 Cost Accounting Standards (Oct 2010)

252.231-7000 Supplemental Cost Principles (DEC 1991) DFARS

52.232-1 Payments (APR 1984)

52.232-8 Discounts for Prompt Payment (FEB 2002)
52.232-11 Extras (APR 1984)

52.232-17 Interest (OCT 2010)

52.232-23 Assignment of Claims (JAN 1986)

52.232-25 Prompt Payment (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003)

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)

52.233-3 Protest After Award (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.242-13 Bankruptcy (JUL 1995)

52.242-17 Government Delay of Work (Apr 1984)

252.242-7003 Application for U.S. Government Shipping Documentation/Instructions (Dec 1991) - DFARS

252.242-7004 Material Management and Accounting System (JUL 2009) DFARS

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

52.243-6 Change Order Accounting (APR 1984)

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)

52.244-6 Subcontracts for Commercial Items (DEC 2010)

252.244-7000 Subcontracts for Commercial Items and Commercial Components (NOV 2010) DFARS

52.245-09 Use and Charges (August 2010)

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

52.245-9028 Allowable Losses For Meal, Ready-To-Eat (MRE) and Tray Pack Government-Furnished Property (GFP) (JUL 2008) DLAD

52.246-23 Limitation of Liability (FEB 1997)

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

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

52.248-1 Value Engineering (OCT 2010)

52.249-2 Termination for Convenience of the Government (FIXED-PRICE) (MAY 2004)

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

52.253-1 Computer Generated Forms (JAN 1991)

Notice: The following clauses are incorporated in full text:

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)):

(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) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 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 instruction s 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.

(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.

(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.

FAR 52.209-8 – Updates of Information Regarding Responsibility Matters (DEVIATION) (Oct 2010)

(a) (1) 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 (see 52.204-7).

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(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) Public access to information in FAPIIS. (i) Public requests for system information that was 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.

52.209-9 – Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2011) Alternate I (Jan 2011)

(a)

(1) 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

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(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.

52.211-9002 Priority Rating (MAR 2000) DLAD

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires contractors to utilize the assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise the Defense Contract management Agency DCMA or the appropriate DSC DPAS officer through the cognizant Administrative Contracting Officer or Procuring Contracting officer. The DPAS officer or the DCMA plant representative will provide necessary assistance or provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the DoC who *will review* and take action to make the needed supplies available to the applicant *when deemed appropriate*.

252.216-7006 Ordering.

As prescribed in 216.506(a), use the following clause:

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 *[insert dates].*

(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.

(End of Clause)

FAR 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 CS** 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 individual contract maximum for the MRE and HDR

(2) Any order for a combination of items in excess of individual contract maximum for the MRE and HDR or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within __3__ 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.

FAR 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 after 365 days.

52.216-9007 Contract and Delivery Order Limitations. (Jul 2006) DLAD

(a) Delivery orders will specify delivery no less than __60__ days from the date of order. Changes or cancellations to delivery orders may be made by giving the contractor notice no less than __2__ days [remembering that days are always calendar days unless otherwise defined] before the required delivery date.

(b) Maximum Contract Limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is MRE - 37,500,000 cs; HDR - 3,750,000 cs, exclusive of surge option quantities.

(c) Guaranteed Minimum.

(1) The Government guarantees that it will order under this contract (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

[ ] (i) Base period of one year.

_____ (Percentage of the annual estimated quantity or dollar value)

[X] (ii) Base period of two or more years.

MRE - 2,500,000 cs HDR - 30,000 cs (Quantity) multiplied by 1.

_____(Percentage of the annual estimated quantity or dollar value)

[ ] (iii) The following minimum quantities within the time periods prescribed (ATR represents a three-month period computed from date of award):

CLIN	FIRST	SECOND QTR	THIRD QTR	FOURTH QTR
_____	_____	_____	_____	_____

[ ] (iv) The contractor will not be obligated to honor any order with F.O.B. Destination terms that requires delivery to a single destination of a quantity less than that shown below:

CLIN	MINIMUM QUANTITY PER DESTINATION

(2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, FAR 52.216-19 (a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.

(3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).

(4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government's obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.

(d) If this is an Invitation for Bids (IFB) and the Government elects to award a different quantity than that solicited or bid upon, the delivery schedule will be changed in direct proportion to the change in quantity. If this solicitation involves a partial set-aside, the Government will consider each destination (or combined destinations) separately in

awarding the set-aside portion. The destination(s) appearing on page(s)___ is (are) the non set-side portion.

52.219-8 -- Utilization of Small Business Concerns (JAN 2011)

(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 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;

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

FAR 52.219-28 – Post-Award Small Business Program Rerepresentation (Apr 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern 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 criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/ .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code _311422_ assigned to contract number _____.[*Contractor to sign and date and insert authorized signer's name and title*].

FAR 52.222-54 Employment Eligibility Verification (JAN 2009)

(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.

(b) Enrollment and verification requirements.

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

(i) Enroll. Enroll as a Federal Contractor in the EVerify 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 EVerify 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).

(3) 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 to new employees assigned to the contract.

(4) 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 requirements of the E-Verify program MOU.

(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.

FAR 52.223-11 Ozone-Depleting Substances (MAY 2001)

(a) *Definition. "Ozone-depleting substance,"* as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

FAR 52.223-14 -- Toxic Chemical Release Reporting (Aug 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if --

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt --

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall --

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall --

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

FAR 52.225-20 Prohibition of Conducting Restricted Business Operations in Sudan - Certification (AUG 2009)

(a) Definitions. As used in this provision '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 suspend.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

52.243-7 -- Notification of Changes. (Apr 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice*. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance*. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response*. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and
(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

FAR 52.245-1 -- Government Property (Aug 2010)

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

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Cannibalize" means to remove parts from Government property for use or for installation on other Government property.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans there under or of the termination of the contract (or subcontract there under), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

"Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special

test equipment, and real property. Government property does not include intellectual property and software.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"Property records" means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property." See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Surplus property" means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) *Property management.*

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary

consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) *Fixed-price contracts.*

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(iii) If this contract contains a provision directing the Contractor to purchase property for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to property purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such property; and

(B) Title to all other property shall pass to and vest in the Government upon—

(*1*) Issuance of the property for use in contract performance;

(*2*) Commencement of processing of the property or its use in contract performance; or

(*3*) Reimbursement of the cost of the property by the Government, whichever occurs first.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property)", are subject to the provisions of this clause.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property*. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property*. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(*1*) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(*2*) Quantity received (or fabricated), issued, and balance-on-hand.

(*3*) Unit acquisition cost.

(*4*) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(*5*) Unit of measure.

(*6*) Accountable contract number or equivalent code designation.

(*7*) Location.

(*8*) Disposition.

(*9*) Posting reference and date of transaction.

(*10*) Date placed in service.

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss, theft, damage or destruction of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies; loss, theft, damage or destruction; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, theft, damage or destruction. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of

all incidents of loss, theft, damage or destruction to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(*1*) Date of incident (if known).

(*2*) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(*3*) Quantity.

(*4*) Unique-item Identifier (if available).

(*5*) Accountable Contract number.

(*6*) A statement indicating current or future need.

(*7*) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(*8*) All known interests in commingled property of which the Government property is a part.

(*9*) Cause and corrective action taken or to be taken to prevent recurrence.

(*10*) A statement that the Government will receive any reimbursement covering the loss, theft, damage or destruction in the event the Contractor was or will be reimbursed or compensated.

(*11*) Copies of all supporting documentation.

(*12*) Last known location.

(*13*) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) *Relief of stewardship responsibility.* Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as

determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, theft, damage or destruction of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance*. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout*. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, theft, damage or destruction cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) *Systems analysis.*

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and

supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, theft, damage or destruction to the Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, theft, damage or destruction is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, theft, damage or destruction, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, theft, damage or destruction of Government property occurred while the Contractor had adequate property management practices or the loss, theft, damage or destruction of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, theft, damage or destruction. The Contractor shall separate the damaged and undamaged Government property, place all the

affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage or destruction of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) *Scrap to which the Government has obtained title under paragraph (e) of this clause.*

(i) *Contractor with an approved scrap procedure.*

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures).

(C) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

(*1*) Requires demilitarization;

(*2*) Is a classified item;

(*3*) Is generated from classified items;

(*4*) Contains hazardous materials or hazardous wastes;

(*5*) Contains precious metals that are economically beneficial to recover; or

(*6*) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure*. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) *Predisposal requirements*.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) *Inventory disposal schedules*.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (*e.g.*, computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional; information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(4) *Submission requirements*. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) *Corrections*. The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) *Post submission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) *Disposition instructions.*

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

FAR 52.246-17 Warranty of Supplies of a Noncomplex Nature (June 2003)

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

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

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

(b) Contractor's obligations.

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

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

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

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

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

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

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 7 months *after discovery of the defect".*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

252.247-7023 Transportation of Supplies by Sea DFARS (MAY 2002)

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

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

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

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

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

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract

and who is performing any part of the work or other requirement of the prime contract.

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there

has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

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 $1,350 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.

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

FAR: 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.htm

FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48

CFR Chapter1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

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

I-2 Product Protection:

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

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

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

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:

Surge and Sustainment (S&S) Requirements

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 item (0001) is identified in the schedule of supplies. 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. 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 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 practicable (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.

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 from infestation and/or contamination by insects (or other arthropods), rodents, birds, or other animals. Contractors/ subcontractors supplying other than subsistence items for the Operational

Rations programs are exempt from this requirement. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.

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

C. SECTION RESERVED

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

1. A statement on whether service is in-house or provided by an external provider. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.

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

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

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

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

II. Integrated Pest Management (IPM) Program Concepts

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

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 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.

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

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.

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. Issues found during evaluation and discussed during negotiations will be reflected in the award document.

I – 5

All offers containing more than two decimal places, whether for the initial proposal or subsequent delivery orders, will be rounded to the nearest two digits for evaluation.

Section J – List of Documents, Exhibits and Other Attachments

Unless otherwise specified, the issues of these documents are those active on the date of the solicitation or contract

Section J documents applicable to this solicitation are found at:
http://www.dscp.dla.mil/subs/support/specs/frozen/frozen.asp

Government Documents:

ACR-M-032, Meal, Ready-to-Eat (MRE), Assembly Requirements, 19 November 2010

DLA Troop Support FORM 3507
Loads, Unit: Preparation of Semiperishable Items.

DLA Troop Support FORM 3556
Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence.

DOD 4500.9R Defense Transportation Regulation (DTR)

DLA Troop Support Instruction, Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-item Verification Inspections for Operational Rations, March 2001.

FED-STD-595 Colors used in Government Procurement

MIL -PRF 61002 Pressure Sensitive Labels for Bar Coding

MIL-PRF-44073 Packaging of Food in Flexible Packages

Mil-Std 129 w/chg 4 Military Marking for Shipment and Storage

Mil-Std 147 Palletized Unit Loads

MIL-STD-3006
Sanitation Requirements for Food Establishments, MIL-STD-3006

Section J – List of Documents, Exhibits and Other Attachments

Non-Government Documents:

ANSI/ASQC Z1.4
Sampling Procedures and Tables for Inspection by Attributes.
American Society for Quality Control, Milwaukee, WI 53202

ASTM D –5118/D-5118M
Standard Practice for Fabrication of Fiberboard Shipping Boxes.

ASTM D 1974
Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes. ASTM D 1974..

ASTM D4727/D4727M
Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shapes.

ASTM D-5276
Standard Test Method for Drop Test of Loaded Containers by Free Fall. ASTM D – 5276.

ASTM F 88
Standard Test Method for Seal Strength of Flexible Barrier Materials. ASTM F 88.

U.S. Food Chemicals Codex. Committee on Specifications, U.S. Pharmacopeia (USP), the new publisher of Food Chemicals Codex: http://www.usp.org/fcc/

Individual Product Performance-based contract requirements (PCRs)

Attachments:

Product Protection Plan

Surge and Sustainment Capability Assessment Plan

Integrated Pest Management Plan

Section K – Representations, Certifications and Other Statements of Offerors

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009) DFARS

252.209-7002 Disclosure of Ownership or Control by a Foreign Government (JUN 2010) DFARS

52.222-38 Compliance with Veterans' Employment Reporting Requirements (SEP 2010)

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating To Iran—Certification (SEP 2010)

NOTICE: The following clauses are incorporated in full text:

52.204-3 -- Taxpayer Identification (Oct 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN:_____.

[_] TIN has been applied for.

[_] TIN is not required because:

[_] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[_] Offeror is an agency or instrumentality of a foreign government;

[_] Offeror is an agency or instrumentality of a Federal Government;

(e) Type of organization.

[_] Sole proprietorship;

[_] Partnership;

[_] Corporate entity (not tax-exempt):

[_] Corporate entity (tax-exempt):

[_] Government entity (Federal, State, or local);

[_] Foreign government;

[_] International organization per 26 CFR 1.6049-4;

[_] Other _____.

(f) Common Parent.

[_] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[_] Name and TIN of common parent:

Name_____

TIN_____

FAR 52.204-5 -- Women-Owned Business Other Than Small Business (May 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.*] The offeror represents that it [ ] is a women-owned business concern.

52.204-8 -- Annual Representations and Certifications (Jan 2011)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 311422.

(2) The small business size standard is 1000.

(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;

(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) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 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.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 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.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 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.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 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.

(xii) 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.

(xiii) 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.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 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.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification. This provision applies to all solicitations.

(xx) 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) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 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.

DFARS 252.204-7007 Alternate A, Annual Representations and Certifications (MAY 2010)

(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

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.

FAR 52.209-5 -- Certification Regarding Responsibility Matters (Apr 2010)

(a) *(1)* Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [[_] has not [_], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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 proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

52.215-6 -- Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

52.219-1 -- Small Business Program Representations (April 2011)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 311422.

(2) The small business size standard is 1000.

(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) Representations.

(1) The offeror represents as part of its offer that it [_] is, [_] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [_] is, [_] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [_] is, [_] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It [_] is, [_] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business

concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [_] is, [_] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [_] is, [_] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is [_] is, [_] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It [_] is, [_] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [_] is, [_] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically

disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"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 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 criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"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.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

FAR 52.222-22 -- Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

(a) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

FAR 52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that -

(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 -- Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[ ] (v) The facility is not located within any State of the United States or its outlying areas.

FAR 52.225-18 Place of Manufacture (SEP 2006)

(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 Case 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.

52.230-1 -- Cost Accounting Standards Notices and Certification (Oct 2008)

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of $650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

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

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

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

[ ] (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal

has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

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

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

* yes * no

252.247-7022 Representation of Extent of Transportation by Sea DFARS (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

Section L - Instructions, Conditions and Notices to Offers

L-1 Solicitation Clauses and Provisions

Notice: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.204-6 Data Universal Numbering System (DUNS) Number (APR 2008)

252.204-7001 Commercial and Government Entity (Cage) Code Reporting (AUG 1999) DFARS

252.206-7000 Domestic Source Restriction (DEC 1991) DFARS

52.214-34 Submission of Offers in the English Language (APR 1991)

52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004) ALTERNATE I (OCT 1997)

52.215-5 Facsimile Proposals (OCT 1997)

52.216-27 Single or Multiple Awards (Oct 1995)

52.217-9003 Manufacturing or Production Information (FEB 1996) DLAD

52.219-24 Small Disadvantaged Business Participation Program-Targets (OCT 2000)

52.222-24 Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

52.233-9000 Agency Protests (SEP 1999) DLAD

NOTICE: The following clauses are incorporated in full text:

52.211-2 -- Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (Jan 2006)

(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.

FAR 52.211-14 -- Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

252.211-7001 Availability of Specifications, Standards, and Data Item Descriptions Not Listed in the Acquisition Streamlining and Standardization Information System (ASSIST), and Plans, Drawings, and Other Pertinent Documents (MAY 2006) DFARS

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to: https://pcf1.bsm.dla.mil/cfolders with the exception of DLA, Troop Support, Clothing & Textile which should be directed to:

https://warfighter.dla.mil/contracting/

252.211-7005 Substitutions for Military or Federal Specifications and Standards (Nov 2005) – DFARS

Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of
SPI processes accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall□
(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal
Specification or Standard:

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

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror may submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Quantity contract resulting from this solicitation.

FAR 52.233-2 Service of Protest (SEP 2006)

(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 James A. Lecollier (addressed as follows) by obtaining written and dated acknowledgment of receipt from DLA Troop Support P.O. Case 56667Philadelphia, PA 19111-6667

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

FAR 52.252-5 Authorized Deviations in Provisions (APR 1984)

(a) The use in this solicitation of any Federal Acquisition regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the provision.

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

L-2 Submission of Offers:

DLA, TROOP SUPPORT will use **overall lowest price technically acceptable** source selection award procedures, for this acquisition. Offerors must ensure that they complete and submit all requirements of the solicitation. Additionally, vendors must submit a separate technical proposal in accordance with paragraph L-3 below. A separate business (cost/price) proposal, in accordance with paragraph L-4 below, and the completed solicitation must also be submitted. Information and all Product Demonstration Models (PDMs) must be received no later than the time and date set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraph L-3 and L-4 to facilitate the Government's proper, thorough, and timely review of your proposal. The complete proposals should be specific, stating clearly how you will meet all the requirements of the solicitation. Failure to furnish all of the required information and PDMs by the time specified in the solicitation may be cause for rejection of the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be

tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

The use of e-mail is authorized in the transmission of proposal revisions. Any such e-mail transmissions should be sent to the Contracting Officer and Contract Specialist. If and when a request for proposal revision is issued, the date and time for receipt of proposal revisions, if applicable, will be designated in that request. Transmissions shall meet the requirement found at FAR 15.208(b)(1).
Note: the use of e-mail is not authorized for the transmission of initial proposals.

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)	5

It is the intention of the Government to multisource items 0001 (MRE assembly) and 0002 (HDR) under this solicitation, i.e., to make more than one award for each item. When multisourcing, the following information is provided for clarification:

a) The combination of awards which will represent the greatest value to the Government in accordance with the evaluation criteria stated below.

b) It is the objective of DLA, TROOP SUPPORT that each firm comprising the current industrial base receive a contract under this acquisition in order to ensure that these firms will be available to timely meet the Armed Services' or other Agency's crisis requirements for operational rations in the event of a military contingency or national/international emergency. While it is the objective of the Government to make awards to all such firms, there is no guarantee it will do so.

Note: For item 0001, MRE Assembly, offers for less than 20% of the minimum requirement, or for more than 50% of the minimum requirement, shall not be considered by the Government. See sections L and M below for further instructions. Delivery orders for item 0002, HDR, will be issued as needed, for at least the minimum quantity.

It is the Government's intention to issue delivery orders for the GOMR minimum quantities for item 0001 MRE concurrent with award of the basic contract. Subsequent delivery orders against maximum quantities will be based upon the evaluation factors cited in Section H of this solicitation and will be issued in accordance with clause 52.216-18, 52.216-19 and 52.216-9007.

L-3 Technical Proposals:

The following information is required for technical proposals:

Product Quality/Product Demonstration Models (PDMs)

1. Vendors must submit PDM's for the MRE and HDR. Product Demonstration Models (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.

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:

0001, MRE Assembly:

PDMs shall be submitted for all items as listed in Section B on **pages 5 through 7** except mandatory source items.

A total of 105 PDMs of each item shall be submitted as follows:

A total of 32 PDMs of each item should be sent to:

U.S. Army Research, Development, and Engineering Command
NATICK Soldier Center
Attn: RDNS-CFF (Jill Bates)
15 Kansas Street
Natick, MA 01760-5056

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

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

Inside the Case, along with the 32 PDMs, should be the required paperwork fully identifying the product solicitation number, contract number (if applicable), whether the item is an Initial, Replenishment, or Alternate PDM, USDA certification, any test results available, or any other information to assist in identifying the product and conducting the evaluation.

A total of 70 PDMs shall be sent to the cognizant in-plant Government inspector for items requiring Government origin inspection. 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 PDMs and identifying the PDMs as from the same production lot as those submitted to Natick. The offeror shall submit this statement(s) with its balance of PDM submitted to DLA, TROOP SUPPORT.

The remaining 3 PDMs for each item shall be mailed along with your technical proposal to DLA, TROOP SUPPORT (Attn. Frank Tallent) at the address indicated on block 8 of the SF33 and must come from the same product lot code as those submitted to Natick and the USDA Government inspector.

Offerors may direct proposed subcontractors to submit PDMs directly to Natick on their behalf. In those instances, the offeror will send written notification of subcontractor submissions to Natick and such PDMs must be clearly labeled for which offeror they are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated until written notification from the offeror is received. This consideration does not relieve the offeror of the full responsibility for submitting all PDMs in a timely manner. Late submissions of PDMs may be the basis for rejection of the proposal.

The Offeror shall provide a complete list of its PDMs submitted, with its technical proposal, to include: item, source of supply name and address, and item lot number. Note: Offerors may submit PDMs to Natick for evaluation anytime after solicitation issuance. However, PDMs and documentation must be submitted by the deadline for receipt of proposals to the Business Opportunities Office (BOO) at DLA, TROOP SUPPORT with the aforementioned supplier and lot number information.

0002 HDR

Offerors must submit their proposed HDR meal compositions to include food and non-food components, and demonstrate how the proposed meal meets the salient characteristics and other requirements of the solicitation. Details should be provided

concerning calorie and nutritional profiles as well as those for packaging, packing and labeling. Offerors shall describe the rationale for using particular items as entrees and the integration of items to form a meal or a complete day's meal. A total of five (5) cases are required for the PDM submission.

A total of 4 cases of the completed assembled ration with a menu list and nutritional profile of each meal/component shall be submitted to the following address:

Office of the Secretary of Defense
Defense Security Cooperation Agency
201 12th Street
Crystal Gateway North
Suite 303 - East Tower
Arlington, VA 22202
Attn: Erycka Reid

One case shall be sent to DLA, TROOP SUPPORT (Attn: Frank Tallent) at the address indicated on block 8 of the SF33.

5. Offerors are advised that they may have to submit more than one PDM in order to be determined acceptable under the terms of this solicitation or to commence production.

L-4 Business Proposal:

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).

b. Pricing for MRE (item 0001):

The business proposal must include the completed pricing spreadsheets, or the same information in the offeror's similar format, for each unit price proposed

Note: Price evaluation is based on the unit of issue- Case.

1.) For the initial delivery order, the award will be based on a percentage of the Governments Overall Minimum Quantity Requirements (GOMR of 2,500,000 CS). The range of pricing is from 20% to 50% of the GOMR.

Price tiers are requested based on incremental percentages of the GOMR quantities.

2.) Pricing will be solicited in 5% increments from 20% through 50%; i. e., offerors should submit proposed prices based on receiving an award of an IQC minimum of 20% of the GOMR, 25% of the GOMR, 30%, etc. For example, for the initial delivery order, each offeror will be asked to propose prices based on receiving an

award of a minimum quantity of 20% of 2,500,000 cases, 25% of 2,500,000 cases, etc., through 50% of 2,500,000 cases.

3.) Pricing shall be offered as follows:

IQC Minimum Quantity Tiers

20% (500,000 cs)	Offers to be provided on the attached spreadsheets
25% (625,000 cs)	
30% (750,000 cs)	
35% (875,000 cs)	
40% (1,000,000 cs)	
45% (1,125,000 cs)	
50% (1,250,000 cs)	

The smallest IQC minimum quantity to be apportioned in any of the multi-sourced contracts will be 20% of the GOMR of 2,500,000 cases. The largest IQC minimum quantity that will be awarded to any one offeror will not exceed 50% of the GOMR. So, for example, the Government may decide to make three awards with IQC minimums representing 20%, 30% and 50%, respectively, of the GOMR.

Initial proposals offering pricing for IQC minimum quantities below 20% of the GOMR or for IQC minimum quantities above 50% of the GOMR will not be evaluated. There are 36 possible price/quantity scenarios that are available for consideration. We will compare the 36 price scenarios and select the apportionment between the vendors that represents the overall lowest price. At the time of award, or shortly thereafter, the Government intends to issue delivery orders to the various awardees for IQC-minimum quantities totaling the GOMR. The Government is under no obligation to order any additional quantities above the GOMR, or above the IQC minimum quantity for each contract.

c. Pricing for Humanitarian Daily Rations (HDRs):

Price tiers are not applicable to HDRs as the ceiling price is dictated by the Defense Security Cooperation Agency, Humanitarian Assistance and Mine Action. Pricing for the HDRs is to be provided on page 4, under Section B-2.

L-5 Additional Submission Requirements:

1. **Product Protection Plan**: In accordance with Product Protection requirement identified in Section I-2, 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-3, 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. For Subsistence items, use the industrial capability questionnaire tool through the SPIDERS website at: https://spiders.dla.mil/Gateway/Portal/Pages/Home.aspx

Additionally, the offeror must submit a company profile and surge production data on line through the DLA Troop Support Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) website at https://spiders.dla.mil/Gateway/Portal/Pages/Home.aspx. A printed copy of the company profile and the "Committed Time-Phased Surge" production data must also be returned with this solicitation. This information 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. See Surge and Sustainment (S&S) Requirements (Oct 2008).

The offer shall fully describe and support how it will increase its delivery capacity from the Maximum order quantity(s) in clause 52.216-19 Order Limitations to the time-phased deliveries committed in the Surge Option Production Surge Plan. Supporting details should address manpower, equipment, facilities, and material management.

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-4 for further details):

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

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

L-6 Pricing Spreadsheets

Below is the pricing spreadsheet for the 50% level of the Government's Overall Minimum Requirement (GOMR). Offerors will be required to submit pricing for all percentage increments on a Microsoft Excel version, available upon request.

SPM3S1-11-R-7074- 50% Quantity Level of the GOMR: 1,250,000
NOTE: FILL IN YELLOW SHADED CELLS.
NOTE: DO NOT REARRANGE OR CHANGE SPREADSHEET FORMAT. DO NOT FILL IN GRAY SHADED CELLS.

	Item Description	Qty Per Case	BASE YEAR Cost Per Unit	Cost Per Case	Firm Fixed Cost/Cs
0001	Meal, Ready-to-Eat, Individual (MRE), Menus No. 1-24; NSN: 8970-00-149-1094				
	Asian Pepper Steak Fry (N)				
	Beef Brisket				
	Beef Ravioli w/ Meat Sauce				
	Beef Stew				
	Boneless Pork Rib				
	Cheese Tortellini (VEG)				
	Chicken Fajita				
	Chicken Pesto and Pasta				
	Chicken w/Noodles				
	Chicken w/Tomato and Feta				
	Chili and Macaroni				
	Chili w/ Beans				
	Maple Sausage				
	Meatballs w/Marinara				
	Mexican Style Chicken Stew (N)				

	Penne w/ Vegetable Sausage				
	Pork Sausage w/Gravy				
	Pot Roast w/Vegetables				
	Ratatouille				
	Sloppy Joe Filling				
	Southwest Beef and Black Beans				
	Spaghetti w/ Meat Sauce				
	Tuna Lemon Pepper				
	Vegetable Lasagna				
	Baked Cracker Cheese				
	Baked Cracker Hot&Spicy				
	Beef Snacks				
	Butter Buds				
	Caffeine Mints				
	Cinnamon Roll				
	Cobbler (Cherry/Blueberry)				
	Coffee				
	Corn Bread				
	Corn Bread Stuffing				
	Corn Nuts				
	Crackers (Veg) 2PK				
	Crackers (2PK)				
	Cranberries				
	Dairy Shake, Chocolate				
	Dairy Shake, Strawberry				
	Dairy Shake, Strawberry/Banana				
	Dairy Shake, Vanilla				
	Dry Roasted Peanuts				
	Filled Apple Pastry				
	Filled Crackers, Cheddar				
	Filled Crackers, Jalapeno (N)				
	Filled Crackers, Pepperoni				
	Filled Pretzel, Cheddar				
	Filled Pretzel, Nacho				
	First Strike Bar, Apple Cinnamon				
	First Strike Bar, Chocolate				
	Flameless Ration Heater				
	Fried Rice (N)				
	Granola with Banana				

	Granola with Blueberries				
	Ground Red Pepper				
	Hot Beverage Bag				
	Hot Sauce				
	Italian Bread Sticks				
	Jalapeno Cashews				
	Licorice Bits				
	Mashed Garlic Potatoes				
	Matches				
	Multi Grain Snack Bread (N)				
	Nut Raisin Mix				
	Pan coated disks, Chocolate, Plain				
	Pan coated disks, Chocolate w/Peanuts				
	Pan coated candy disks, Peanut Butter				
	Pan coated disks, Fruit Flavored, Berry				
	Pan coated disks, Fruit Flavored, Original				
	Pan coated disks, Fruit Flavored, Sour (N)				
	Patriotic Cookie				
	Potato Au Gratin (N)				
	Potato Cheddar Soup				
	Pretzels				
	Pudding, Chocolate				
	Pudding, Vanilla				
	Raisins				
	Raisin Nut Mix w/ Choc. Candies				
	Refried Beans				
	Salt				
	Santa Fe Style Rice & Beans				
	Seasoning Blend				
	Smoked Almond				
	Spoon (Mandatory Item)				
	Sugar				
	Sugar Substitute				
	Toaster Pastries, Chocolate Chip				
	Toaster Pastries, Frosted Brown Sugar				
	Toffee Cubes, Chocolate Flavored				

	Toffee Rolls, Chocolate Flavored				
	Toilet Tissue Mandatory Item/NIB				
	Toweletts				
	Turkey Bites				
	Xylitol Chewing Gum				
	Total Component Cost				
	Packaging Materials				
	Menu Assembly				
	Final Assembly				
	Inspection Cost				
	Subtotal				
Unit Cost/Case					
Profit					
Unit Price					
50% Quantity Level					
TOTAL PRICE					

NOTICE: The price evaluation is based on the unit of issue - case.

SECTION M – EVALUATION FACTORS FOR AWARD

NOTICE: The following clauses are incorporated by reference:

52.211-9011 Business Systems Modernization (BSM) Delivery Terms and Evaluation (MAY 2006) DLAD

M-1 Qualification for Award:

Pursuant to the authority of 10 U.S.C 2304 c(3), competition under this solicitation will be limited to those vital contractors that comprise the industrial base to supply the MRE and the HDR, in order to ensure they are kept available as an adequate industrial base in the event of a national emergency.

M-2 Source Evaluation and Selection Procedures:

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. The evaluation factors will be evaluated separately and then an 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 a technical proposal as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical requirements specified in this section M. Proposals so technically deficient as to make them incapable of being made technically acceptable will be rejected, and excluded from the competitive range. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

2. Business Evaluation: Each proposal will be evaluated against the requirements of the 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 overall lowest price to the Government.

M-3 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 quantities shall be divided among technically acceptable offerors by selecting a combination of minimum quantity tier pricing proposed by each company, which then results in the overall lowest price to the Government for the entire quantity being procured under this solicitation.

Evaluation of Product Demonstration Models (PDMs):

a. Evaluation of MRE 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 CFM component 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.

DLA, Troop Support shall use Natick's ratings for each component evaluated to conduct an overall PDM evaluation on a acceptable/unacceptable basis. The evaluation will be based on the number of acceptable/unacceptable ratings received for all the items evaluated. The evaluation by DLA, Troop Support will result in an overall acceptable/unacceptable determination, where an offeror must be acceptable in order to be considered for award. To be considered acceptable an offeror can have no more than 5 individual PDMs receiving a unacceptable rating.

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 MRE PDM pass evaluation. **Vendors are advised that if they have more than 5 unacceptable**

PDMs after the second evaluation, their proposal will be determined to be technically unacceptable and they will not be considered for award.

The Government shall, however, require each PDM to be rated as "Acceptable" in order to commence production. In a scenario where a vendor has 5 or less unacceptable PDMs, allowing them to pass the overall PDM factor and be acceptable for award, the vendor will be allowed additional opportunities to correct the remaining PDMs prior to commencing production.

Revised or alternate PDMs submitted during negotiations shall be evaluated for the same criteria detailed above.

b. Evaluation of HDR PDMs

The Government will evaluate the proposed meals outlined in the solicitation. The Government is concerned with customer acceptance of the overall meals as well as individual items. An HDR PDM may be found unacceptable based on evaluation of the following characteristics even though it meets the minimum technical requirements of the Sections C and D. When evaluating the meal composition in relation to the customer's needs, the Government will take into account the following criteria:

1. The palatability and ingredients of the products;
2. How individual items are integrated to form a complete day's meal and variety of meal combinations;
3. The rationale for using particular items as entrees and in combination;
4. The look of the packaging (Does the meal have a professional look that well represents the USA?);
5. The clarity of the graphics. (Will the recipients know what to do when they receive the meals?)
6. Acceptability of all meal components based on unique cultural preferences.

The HDR PDM will be evaluated by DSCA on an acceptable/unacceptable basis. 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 HDR PDM pass DSCA evaluation. **Vendors are advised that their proposal will be determined to be technically unacceptable and they will not be considered for award if their HDR PDM is determined to be unacceptable after the second evaluation.**

M-4 Price Evaluation:

Price evaluation is based on the unit of issue – Case for both the MRE and HDR. For the MRE only, other component prices are obtained for comparison with future alternate components and will be evaluated for balance only.

(a) MRE Evaluation: The Government will use the Government's overall tiered minimum quantity requirement (GOMR) quantities described in Section B, which will also be IQC minimum quantities, when evaluating the prices of item 0001.

The Government will multiply the highest case quantity within the GOMR tier quantity (20%, 25% etc) by each offeror's unit price. The combination of 7 tiers and 3 offerors will generate 36 different pricing scenarios. The overall price to the Government of the 36 possible pricing scenarios will be ranked from low to high. The case pricing scenarios will be evaluated for balance also.

Award Decisions: The award decision and percentage split of the GOMR will be determined based on the overall lowest price to the Government within the bounds of the prices provided. The overall lowest price shall be calculated by determining which combination of GOMR tier pricing allocations offered by all vendors, who were determined to be technically acceptable, provides the overall lowest total GOMR price to the Government The component prices and case prices will be evaluated for balance.

(b) HDR Evaluation:

The HDR overall minimum quantity requirement (HOMR) is intended to be evenly apportioned among the three assemblers. However, an offer providing a price lower than the ceiling price for the initial award may receive a larger quantity share of the minimum. The Government reserves the right to split the HOMR among less than three assemblers in the event of a unacceptable PDM.

M-5 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.

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, technical merit. The CAP must demonstrate the offeror's ability to provide the S&S quantity and delivery as specified in the SPIDERS plan submission; the technical merits of the offerors ability to meet the proposed quantity and delivery requirements; and the ability to achieve these without Government investment.

3. An Integrated Pest Management Plan will be evaluated to determine acceptability.