

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware the notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

1. SOLICITATION NUMBER  <b>SPM3S1-06-R-7050</b>	2. (X one) <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:20px; height:20px;"><input type="checkbox"/></td><td>a. INVITATION FOR BID (IFB)</td></tr><tr><td style="width:20px; height:20px;"><input checked="" type="checkbox"/></td><td>X b. REQUEST FOR PROPOSAL(RFP)</td></tr><tr><td style="width:20px; height:20px;"><input type="checkbox"/></td><td>c. REQUEST FOR QUOTATION (RFQ)</td></tr></table>	<input type="checkbox"/>	a. INVITATION FOR BID (IFB)	<input checked="" type="checkbox"/>	X b. REQUEST FOR PROPOSAL(RFP)	<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE
<input type="checkbox"/>	a. INVITATION FOR BID (IFB)							
<input checked="" type="checkbox"/>	X b. REQUEST FOR PROPOSAL(RFP)							
<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)							

**INSTRUCTIONS**

**Note:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code)  <b>DIRECTORATE OF SUBSISTENCE DSCP CONTRACTING AND PRODUCTION DIV 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096</b>	5. ITEMS TO BE PURCHASED (Brief description)  <b>8970-01-543-3458 FIRST STRIKE RATION,</b>
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:
	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:
	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION HUBzone Price Evaluation Preference

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) <b>Debbie Ann Beller, PSPTRD2</b>	b. ADDRESS (Include Zip Code) <b>DIRECTORATE OF SUBSISTENCE DSCP CONTRACTING AND PRODUCTION DIV 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096</b>
c. TELEPHONE NUMBER (Include Area Code and Extension) <b>(215) 737-2967</b>	d. E-MAIL ADDRESS <b>Debbie.Beller@dla.mil</b>

9. REASONS FOR NO RESPONSE (X all that apply)	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/>	DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)

c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) DATE SIGNED (yyymmdd)

**CAUTION NOTICE**  
**Solicitation Notice: SPM3S1-06-R-7050**

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

Product shall be procured as an Unrestricted Procurement with Hubzone Price Evaluation Preference. Best Value Continuum Procedures, specifically the Tradeoff process, shall be utilized. PDM's are required for this solicitation. See Sections L and M for detailed information.

This solicitation contains the provision, Surge Option Clause 252.217-7001, that requires all potential vendors to provide company profile and item surge and production data online at the Defense Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) website at <https://dscp362.dscp.dla.mil/spiders/home.htm>. This secure web server uses https protocol with 128-bit encryption. New users must register online. By submission of its offer, the offeror agrees to accelerate deliveries up to the quantities entered in the table entitled "Committed Time-Phased Surge". A printed copy of the company profile and surge production data also must be returned with this solicitation. SPIDERS is an integrated application developed for the Defense Supply Center Philadelphia (DSCP) to assist readiness analysts in predicting, evaluating and improving the ability of private industry to meet an increase in the Government's demands in a surge situation. Surges in the Government's requirements occur during military operations, humanitarian assistance missions, and domestic or foreign natural disaster relief. Please contact Mr. Nick McGinty at 215-737-4252 if you have any concerns or questions.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <b>-&gt;</b>		RATING <b>DOC1</b>	PAGE OF PAGES 1   162
2. CONTRACT NO.	3. SOLICITATION NO. <b>SPM3S1-06-R-7050</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>2007 MAY 02</b>	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY <b>DIRECTORATE OF SUBSISTENCE DSCP CONTRACTING AND PRODUCTION DIV 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096</b>		CODE <b>SP0300</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>DIRECTORATE OF SUBSISTENCE DSCP CONTRACTING AND PRODUCTION DIV ATTN:DSCP-PB PO BOX 56667 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096</b>		

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

**SOLICITATION**

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **DSCP, Bldg. 36, Bid Opening Room** until **3:00 PM** local time **2007 JUN 05**  
(Hour) (Date)

FAX Number(s): (215)737-9300

CAUTION - LATE Submissions, Modifications, and Withdrawals: 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: <b>-&gt;</b>	A. NAME <b>Debbie Ann Beller, PSPTRD2</b>
	B. PHONE / FAX (NO COLLECT CALLS) <b>(215) 737-2967</b>
C. E-MAIL ADDRESS <b>Debbie.Beller@dla.mil</b>	

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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: <b>-&gt;</b> )	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
15D. FAX NO.	15E. E-MAIL ADDRESS			

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(e) ( ) <input type="checkbox"/> 41 U.S.C. 253(e) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <b>-&gt;</b>	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

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

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**Section J - List of Documents, Exhibits and Other Attachments**

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**Section B – Supplies or Services and Prices**

**B-1 Supplies**

Line Description/NSN	Estimated Requirements
0001 First Strike Ration (FSR), Assembly 3 menus, 9 meals/case ACR-F-07 F.O.B. Origin Type - 2 NSN: 8970-01-543-3458	Base Year 82,124 cs  Option Yr 1 82,124 cs

The IQC minimum and IQC maximum quantities are as follows:

	Base Year	Option Yr 1
Minimum Quantity:	50,000 cs	50,000 cs
Maximum Quantity:	96,000 cs	96,000 cs

Pricing should reflect the range between the minimum and maximum quantities. Offerors are requested to offer one price representing this entire range.

Base Year \$ \_\_\_\_\_ Option Year \$ \_\_\_\_\_

Set-Aside Status	NAICS	SB Employee #
Unrestricted	311422	1,000

**B-2 General Information:**

1. The effective period of the contract for the base year will be from effective date of award through 365 days. The contract contains a one year option period.
2. The supplies below represent the minimum and maximum quantities to be purchased. The quantity above in B-1 represents the estimated quantity.
3. Offerors are requested to submit offers for the base term and the one year option. Offers on the option year is mandatory in accordance with Clause 52.217-9P12 contained herein. Offerors may submit their offered prices within this section of the solicitation or using their own similar format.

**B-3 Indefinite Quantity Contract**

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

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**Section B**

minimum or the maximum, or it may be a quantity within the IQC range,

**B-4 Options:**

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

**Option Pricing;**

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

Offerors may offer option unit prices, which differ from the unit prices for the base ordering period.

Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the options(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

**B-5 Product Demonstration Models (PDMs)**

Product Demonstration Models are required for those items as stated in Sections L and M.

**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 their contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements.

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**Section B**

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. Contractors will be responsible for shipment to Natick.

**B-6 Component Items**

Each menu is comprised of both Contractor Furnished Material (CFM) and Government Furnished Material (GFM). The offeror must provide the CFM items and the Government will provide the GFM items that make up each menu.

**The following items shall be supplied as Contractor Furnished Material (CFM):**

- Bacon Cheddar Sandwich
- Beef Snack (Teriyaki, Barbeque)
- Beverage (Orange, Lemon-Lime, Grape, Tropical Punch)
- Caffeinated Gum
- Chicken
- Coffee
- Crackers
- Dessert Bar (Mocha, Chocolate Banana Nut, Peanut Butter)
- Filled French Toast
- Gum, Xylitol
- Hand Cleaner
- Honey BBQ Beef Sandwich
- Hot Sauce
- Italian Style Sandwich
- Matches
- Mini Hooah Bar (Mocha, Chocolate, Apple Cinnamon, Cran-Raspberry)
- Pepperoni Sandwich
- Plastic Bag, Re-closeable
- Pound Cake (Lemon Poppy)
- Nut Fruit Mix
- Salt
- Spoon (Mandatory Item)
- Sugar
- Toaster Pastry
- Toilet Tissue (Mandatory Item)

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**Section B**

Tuna  
Zapplesauce

**The following items shall be supplied as Government Furnished Material (GFM):**

Apple Cider Bev Base  
Cheese Spread, Cheddar  
Cheese Spread, Jalapeno  
Creamer  
Mayonnaise  
Lemon Poppy Cake  
Peanut Butter  
Tea, Instant  
Tortillas  
Wheat Snack Bread

**B-7 Pricing Breakdown**

Offerors shall provide prices for the Contractor Furnished Material for the base and option year.

**1.) BASE YEAR**

<b>CFM Item</b>	<b>Unit Price</b>
Bacon Cheddar Sandwich	
Beef Snack, Teriyaki	
Beef Snack, Barbeque	
Beverage, Orange	
Beverage, Lemon-Lime	
Beverage, Grape	
Beverage, Tropical Punch	
Caffeinated Gum	
Chicken	
Coffee	
Crackers	
Dessert Bar, Mocha,	
Dessert Bar, Chocolate	
Dessert Bar, Banana Nut	
Dessert Bar, Peanut Butter	
Filled French Toast	
Gum, Xylitol	
Hand Cleaner	

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<b>CFM Item</b>	<b>Unit Price</b>
Honey BBQ Beef Sandwich	
Hot Sauce	
Italian Style Sandwich	
Matches	
Mini Hooah Bar, Mocha	
Mini Hooah Bar, Chocolate	
Mini Hooah Bar, Apple Cinnamon	
Mini Hooah Bar, Cran-Raspberry	
Pepperoni Sandwich	
Plastic Bag, Re-closeable	
Pound Cake (Lemon Poppy)	
Nut Fruit Mix	
Salt	
Spoon (Mandatory Item) Must be provided by L.C. Industries Hazelhurst, MS	
Sugar	
Toaster Pastry	
Toilet Tissue (Mandatory Item) Must be provided by Rose Resnick Lighthouse for the Blind	
Tuna	
Zapplesauce	

**2.) OPTION YEAR**

<b>CFM Item</b>	<b>Unit Price</b>
Bacon Cheddar Sandwich	
Beef Snack, Teriyaki	
Beef Snack, Barbeque	
Beverage, Orange	
Beverage, Lemon-Lime	
Beverage, Grape	
Beverage, Tropical Punch	
Caffeinated Gum	
Chicken	
Coffee	

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CFM Item	Unit Price
Crackers	
Dessert Bar, Mocha,	
Dessert Bar, Chocolate	
Dessert Bar, Banana Nut	
Dessert Bar, Peanut Butter	
Filled French Toast	
Gum, Xylitol	
Hand Cleaner	
Honey BBQ Beef Sandwich	
Hot Sauce	
Italian Style Sandwich	
Matches	
Mini Hooah Bar, Mocha	
Mini Hooah Bar, Chocolate	
Mini Hooah Bar, Apple Cinnamon	
Mini Hooah Bar, Cran- Raspberry	
Pepperoni Sandwich	
Plastic Bag, Re-closeable	
Pound Cake (Lemon Poppy)	
Nut Fruit Mix	
Salt	
Spoon (Mandatory Item) Must be provided by L.C. Industries Hazelhurst, MS	
Sugar	
Toaster Pastry	
Toilet Tissue (Mandatory Item) Must be provided by Rose Resnick Lighthouse for the Blind	
Tuna	
Zapplesauce	

**Note:** All offerors are requested to utilize the SBA CCR and SUBNet programs to assist them in obtaining resources to meet their subcontract requirements. PRONet is an electronic gateway to procurement information for and about small businesses. It is a search engine for contracting officers, a marketing tool for small businesses, and a link to procurement opportunities and

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**Section B**

important information. Prime contractors are strongly encouraged to search CCR when seeking small business contractors, subcontractors, or partnership opportunities.

Prime contractors are encouraged to use SUBNet to post subcontracting opportunities for small business firms. Small business firms may use SUBNet to identify tangible opportunities to bid on.

Both CCR and SUBNet may be reached through the SBA Homepage at: <http://www.ccr.gov>.

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Section C

SPECIFICATION/DESCRIPTION

8970-01-543-3458 FIRST STRIKE RATION, 3 menus, 9 meals/case.

PRIME DOCUMENT: ACR-F-07, FIRST STRIKE RATION, ASESSEMBLY REQUIREMENTS. 29 November 2006.

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

Sanitary requirements: As required by 48 CFR 246.471-1 subsistence, AR 40-657, veterinary/medical food inspection and laboratory service, DLAD 4155.3, inspections of subsistence supplies and services, clause 52.246-9p31, "Sanitary Conditions (Jan 1998) DPSC" contained in the Solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all Operational Ration food components will originate from sanitarly approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarly Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command (VETCOM), or an establishment inspected and approved by the U. S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration food components and to all Operational Ration types. Requests for inspection and directory by VETCOM will be routed through DSCP-FTRE for coordination and action. Situations involvi ng sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, Approved Sources division, VETCOM.

The procedures contained in the "Integrated Pest Management (IPM) Program requirements for Operational Rations" December 1998, and the "Contractor Sanitation Program – Operational Rations ", December 1998 are required and apply to all asse mbly and food component operations, except as exempted in section E of this document (see attached IPMP & sanitation programs)

**Section C**

Table I Components

Entrees

8905-01-545-6636 CHICKEN CHUNKS, WHITE, SHELF STABLE, ckd, 7 oz flex pg, CID A-A-20352, type VI, package J (for First Strike Ration)

8929-01-545-1811 FRENCH TOAST, FILLED, SHELF-STABLE, 3.5 OZ FLEX PG, MIL-D-32221, type I, (for First Strike Ration).

8940-01-545-1810 SANDWICH, SHELF STABLE, bacon cheddar pocket, 3.1 oz flex pg, MIL-DTL-32223 (for First Strike Ration).

8940-01-545-1796 SANDWICH SHELF-STABLE, pepperoni pocket, 3.5 oz flex pg. MIL-DTL-32141, type II (for First Strike Ration).

8940-01-545-1808 SANDWICH, SHELF STABLE, honey barbecue beef pocket, 3.5 oz flex pg, MIL-DTL-32141, (for First Strike Ration).

8940-01-545-1809 SANDWICH SHELF-STABLE, Italian pocket, 3.1 oz flex pg, MIL-DTL-32141, type V (for First Strike Ration).

8905-01-527-8365 TUNA SHELF-STABLE, chunk, white (Albacore), packed in water, min 3 oz pouch pg, CID A-A-20155, type B, form 1, color b, packing medium 1, sodium/salt level (a).

Starches and Soups

8920-01525-3622 TORTILLAS, SHELF STABLE, min 6 oz flex pg, PCR-T-008.

8920-01-458-7325 WHEAT SNACK BREAD, SHELF STABLE, Fortified, min 2 oz (56.7 g) flexibly packaged, Type I, PCR-S-009.

8920-00-149-0795 Crackers, Fortified, Plain, Type I, PCR-C-037.

Fruits

8915-01-492-5548 Applesauce, Shelf Stable, Carbohydrate, Enhanced, sweetened, regular style, U. S. Grade A for all factors except for color, which shall be U.S. Grade B or better. 4.5 oz flexibly packaged, Type VII, PCR-F-002B.

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**SECTION C**

Beverages

8960-01-545-9635 Bev Base, Orange, Pwd, swt, 47 gms, A-A-20098, Type II, flavor 1, *Fortification e* (for First Strike Ration).

8960-01-545-9639 Bev Base, Lemon-Lime, Pwd, swt, 47 gms, A-A-20098, Type II, flavor 4, *Fortification e* (for First Strike Ration).

8960-01-545-9643 Bev Base, Grape, Pwd swt, 47 gms, A-A-20098, Type II, flavor 5, *Fortification e* (for First Strike Ration).

8960-01-545-9646 Bev Base, Tropical Punch, Pwd, swt, 47 gms, A-A-20098, Type II, flavor 10, *Fortification e* (for First Strike Ration).

Desserts & Snacks

8940-01-545-1772 HOOAH ENERGY BAR, SHELF-STABLE, Chocolate, provides min 24% carbs, 1.2 oz commercial foil wrapped pg, PCR-H-008, Style V, flavor 1 (for First Strike Ration).

8940-01-545-1774 HOOAH ENERGY BAR, SHELF STABLE, apple-cinnamon, provides min 24% carbs, 1.2 oz commercial foil wrapped pg, PCR-H-008, Style B flavor II (for First Strike Ration).

8940-01-545-1776 HOOAH ENERGY BAR, SHELF STABLE, cranberry-raspberry, provides min 24% carbs, 1.2 oz commercial foil wrapped pg, PCR-H-008, Style B, flavor III (for First Strike Ration).

8940-01-545-1783 HOOAH ENERGY BAR, SHELF STABLE, mocha, provides min 24% carbs, 1.2 oz commercial foil wrapped pg, PCR-H-008, style B, flavor V (for First Strike Ration).

8940-01-545-1786 DESSERT BAR, SHELF-STABLE, mocha, min 1.4 oz flex pg, PCR-D-004, flavor I, package J (for First Strike Ration).

8940-01-545-1787 DESSERT BAR, SHELF STABLE, peanut butter, min 1.4 oz flex pg, PCR-D-004, flavor II, package J (for First Strike Ration).

8940-01-545-1789 DESSERT BAR, SHELF STABLE, chocolate-banana-nut, min 1.4 oz flex pg, PCR-D-004, flavor III, package J (for First Strike Ration).

8920-01-458-0130 Cakes, Brownies, & Muffin Tops, Packaged in a Flexible Package, Shelf Stable, PCR-C-007, Lemon-Poppy Seed, Water Activity Stabilized, 2.5 oz, Type 1 Flavor 6.

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8940-01-149-1059 Cheese Spread, Plain, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz bag, Type I, PCR-C-039.

8940-01-414-6122 Cheese Spread, Cheddar, Jalapeno Peppers, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz bag, Type II, PCR-C-039.

8930-00-149-1054 Peanut Butter, Smooth, Stabilized, Fortified, Plain, 1.5 oz flexibly packaged, Style I Class A, Grade B, texture 1, Type a, Fortification b, Flavor 1, CID A-A-20328.

8940-01-545-1761 BEEF SNACKS, STRIPS, CURED, SHELF STABLE, teriyaki, 0.9 oz, flex pg, CID A-A-20298, type II, flavor 2.

8940-01-546-1334 BEEF SNACKS, STRIPS, CURED, SHELF STABLE, teriyaki (8940-01-545-1761) and barbeque (8940-01-545-1765), requires both commercially wrapped items overwrapped in trilaminate pg, total wt 1.8 oz, CID A-A-20298 (for FIRST STRIKE RATION).

8940-01-545-1765 BEEF SNACKS, STRIPS, CURED, SHELF STABLE, barbeque, 0.9 oz flex pg, CID A-A-20298, type II, flavor 3.

8940-01-545-4865 NUT & FRUIT MIX, min 56 gm flex pg, raw sunflower kernels and infused fruits (blueberries, cranberries and cherries), PCR-N-003, Type III (for First Strike Ration).

8920-01-527-8360 TOASTER PASTRY, BROWN SUGAR CINNAMON, FROSTED, 1.6 to 2.3 oz ind serv pg, CID A-A-20211, Type I, style B, favor C, Fortification B, shape 1, serving(s) a.

Other Items

8925-01- 530-1219 Chewing Gum , Caffeinated, Cinnamon, provides 100 mg caffeine/disk. 5 disks/pg, CID A-A-20175, type VII, style (2), class 1, flavor c.

8950-01-101-9897 Hot sauce,  $\frac{1}{8}$  fluid oz bottle, CID A-A-20097, Type II.

8950-01-527-8387 Mayonnaise, style c, 1.0 oz pkt, flexibly packaged, A-A-20140.

7340-01-508-2742 Spoon, Picnic, plastic, High Impact, 7 in, CID A-A-3109 Type IV, Item 13 (Operational Rations Component).

8520-01-507-9741 Towelette, white, premoistened paper in a packet, *unscented, water based*, CID A-A-461, Type II (Operational Ration Component).

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Other Items (Continued)

8970-01-545-6838 BAG, PLASTIC, FOOD STORAGE, RECLOSABLE, beige, opaque, LDPE.w/double track zipper, 0.003 in thick, min 10 x 12 in lg. (for First Strike Raton).

Table II Accessory Components

8925-01-523-4997 Chewing Gum , tablet, sugar-free, flavored, 2/pg CID A-A-20175, Type I, Size B, Class 3, flavors A thru C (Operational Ration Component).

8520-01-507-9741 Towelette, white, premoistened paper in a packet, *unscented, water based*, CID A-A-461, Type II (Operational Ration Component).

8920-01-174-3194 Match, Safety. Paper Matches, standard pack, Type I, class B, A-A-59489.

8950-00-641-8980 Salt, Table, Iodized fine granulated or evaporated, 4 gm pg, Sodium Chloride Monograph. U. S. Food Chemicals Codex.

8540-01-508-3708 Paper, Toilet Tissue, (sheet form packet), Sheet size 114.3 mm by 114.3 mm [4.5 in by 4.5 in], 12 two ply or 24 one ply sheets/packet. CID A-A-59594, Style II, Type a or b, sheet size B (Operational Rations Accessory Component).

8955-01-304-3619 Coffee, Instant Freeze Dried, 1.7 gram, Type III, Style A, CID A-A-20184

8940-00-782-3161 Creamer, nondairy, dry, 4gm pg, CID A-A-20043.

8905-00-205-3144 Sugar, Refined, Cane or Beet 1/7 oz pg, Type A, Style A. CID A-A-20135.

8955-01-266-1723 Tea Mix, Inst, Pdr, Swt, Lemon-flavored, w/O Ascorbic Acid, 14 -17 gm, flex pg, CID A-A-20183, Type I, style C, flavor 2.

8960-01-426-1941 Bev Base, Apple Cider, pdr, swt, w/Ascorbic Acid, 17 to 21 gm, flex pg, 6 to 8 oz fluid yield, CID A-A-20098, Type II, flavor 12, fortification B.

Table III. Contents

In agreement with Table III (page 4) of **ACR-F-07, FIRST STRIKE RATION (FSR), ASSEMBLY REQUIREMENTS**

(Note: See Enclosed Attachment - ACR-F-07)

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**Section D**

**PACKAGING/PACKING/LABELING/UNITIZATION/MARKING**

**PACKAGING.** In accordance with **D-1 PACKAGING** of ACR-F-07, **FIRST STRIKE RATION (FSR), ASSEMBLY REQUIREMENTS**

**PACKING.** In accordance with **D-3 PACKING** of ACR-F-07, **FIRST STRIKE RATION (FSR), ASSEMBLY REQUIREMENTS**

**LABELING.** In accordance with **D-3 LABELING** of ACR-F-07, **FIRST STRIKE RATION (FSR), ASSEMBLY REQUIREMENTS**

**UNITIZATION.** In accordance with **D-2 LABELING** of ACR-F-07, **FIRST STRIKE RATION (FSR), ASSEMBLY REQUIREMENTS**

**MARKING.** In accordance with **D-5 MARKING** of ACR-F-07, **FIRST STRIKE RATION (FSR), ASSEMBLY REQUIREMENTS**

Contractors are advised that **First Strike Ration (FSR)** documents are maintained and updated at the following **DSCP URL**:

<http://www.dscp.dla.mil/subs/support/specs/acrs/fsr.asp>

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**Section E**

**INSPECTION AND ACCEPTANCE**

NOTE: The Quality Assurance Provisions found in Section E of this solicitation and in Sections E and Quality Assurance Provisions and Packaging Requirements of component Prime Documents cited in this solicitation are required for contractor, Army Veterinary, and USDA inspection.

NOTE: For all Operational Rations food components (FSR, MRE, MCW/LRP, Tray Pack, UGR, Unitized B, etc.), inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DSCP Clause 52.246-9P09, unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by DSCP Clause 52.246-9P10 is applicable, unless otherwise specified by this solicitation/contract. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with DSCP Clause 52.246-9P20.

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

NOTE: In addition to any inspection requirements cited in contract and/or prime documents, for entrees, starches and soups, and fruits, inspection for packaging, labeling and packing, and marking shall be in accordance with the Quality Assurance Provisions and Packaging Requirements for MIL-PRF-44073, and the Quality Assurance Provision contained in Section E of this solicitation.

**Saving and reserving all rights under the general inspection requirements of DSCP Clause 52.246-9P09, the procedures for inspection and acceptance will be as follows:**

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

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

The contractor shall model the documented QSP after ISO/ANSI/ASQC Q9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQC Q9001. The contractor shall identify the quality standard used to model their QSP. If the contractor proposes an alternate (i.e., non-standard) process control system, this shall be clearly stated in the QSP. Some contractors may have third party certification of their quality system, which the private sector devised to administer the ISO series standards. However, third party certification by any third parties,

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to include Government certifications, is not required. Whether or not contractors want to use third party certification is completely optional on their part. Although certification information may be provided as documentation and evidence to support the system proposed by the contractor, third party certification/registration documentation is not a substitute for government quality assurance with regard to components used in the operational ration programs. Regardless of the standard or non-standard document used to model the documented QSP, the documented QSP shall address, at a minimum, the following elements (within each section of the element the contractor shall provide the information and address the questions, as applicable, listed in Operational Rations Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline:

### QSP General Outline

- I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN
- II. TRAINING
- III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS
- IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT (IAW ANSI/NCSL Z540-1 or ISO 10012-1)
- V. CONTROL AND PROTECTION OF PRODUCT AND FOOD DEFENSE
  1. Handling, Storage, Packaging, Preservation, and Delivery Program
  2. Product Identification and Traceability Program
  3. Inspection and Test Status and Records
  4. Control of Nonconforming Product
  5. Food Defense/Security/Force Protection Plan
- VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER-SUPPLIED PRODUCT (Government-furnished material)
- VII. RECEIPT INSPECTION AND TESTING
- VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:
  1. Manufacturing Process Controls Techniques (DLAR MPC Clause)
  2. Statistical Process Control Techniques (SPC QAP)
- IX. REGULATORY CONTROLS
  1. General Regulatory Requirements (as applicable to the plant USDA-FSIS, FDA, GMP, HACCP, SSOP, USDA-Dairy, etc.).
  2. Integrated Pest Management and Sanitation Programs
- X. END ITEM INSPECTION AND TESTING (IAW product/material specifications/documents and ANSI/ASQC Z1.4)
- XI. INTERNAL AUDITS
- XII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM
- XIII. IMPROVEMENT

The documented QSP will be evaluated by the Operational Rations Quality System Audit Team (composed of DSCP-FTSB, USDA-AMS, and VETCOM's Quality Systems Auditors), USDA-AMS/VETCOM Operational Rations Program Coordinators, and the

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Government In-Plant Quality Assurance Representatives (QAR) assigned to perform Government QA functions at contractors' facilities. Government personnel will use the Operational Rations Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline (in conjunction with the standard or other document identified in the contractor's QSP) as the basic framework against which they will evaluate QSPs. Workbook I was developed to standardize the evaluations of documented QSPs (developed using ISO/ANSI/ASQC Q9001, other recognized industry quality standards, or a non-standard contractor's specific process control system) submitted by contractors for the purpose of demonstrating their capability to meet the higher-level contract quality requirements using any of the aforementioned documents and for the contracting officer to assess a contractor's capability to meet the contract requirements.

**NOTE:** Although Government inspection personnel (USDA-AMS/U.S. Army Veterinary Services/DCMAO) are required to evaluate the contractors' QSPs, the QSP rating will be determined and assigned by DSCP-FTSB's Quality Systems Auditors.

Offerers/Contractors can request a copy of Workbook I by contacting the applicable contracting officer or DSCP-FTSB. Workbook I is also available online in PDF format at the following website <http://www.dscp.dla.mil/subs/support/quality/QSP.pdf>. DSCP will recognize a contractor's quality system whenever it meets the contract requirements, whether the quality system is modeled on military, commercial, national or international quality systems standards. The design and implementation of a QSP will be influenced by the varying needs of a company, its particular goals and objectives, the products produced, and the processes and specific practices employed in the operation. The intent of the requirement is for contractors to improve process capability, process control which, when used effectively, can result in a prevention-oriented approach rather than a detection approach that will improve product quality and lower cost through the use of a single quality system in any contractor facility.

A documented QSP is required when a contract references or requires a contractor to perform under the higher-level contract quality requirements. Contractors are responsible for complying with the quality system requirements set forth in their documented QSP in addition to all detailed requirements cited in the contract and for furnishing products that meet all requirements of the contract. Contractors are required to establish, document, submit for Government review, and maintain a quality system as a means of ensuring that product conforms to the requirements of the contract. The documented QSP shall include the quality system procedures and outline the structure of the documentation used in the quality system. When the requirements of the Statistical Process Control Quality Assurances Provision (SPC QAP) and/or the DLAD Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection are applicable, these requirements must be addressed under the In-Process and Process Inspection and Testing section of the documented QSP. Redundant areas/requirements (cited in the MPC Clause or the SPC QAP) need only be addressed once in the QSP. The calibration of measuring

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and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NC SL Z540-1 or ISO 10012-1.

Food Defense/Security/Force Protection Plans: Examples of food security checklist can be found on the WEB, which can be used in developing/reviewing your defense/force protection plan. Those contractors required to submit a documented QSP, the Food Defense/Security/Force Protection Plans need to be addressed under Section V. CONTROL AND PROTECTION OF PRODUCT AND FOOD DEFENSE as indicated above.

The Higher Level Contract Quality Requirements, Manufacturing Process Controls (MPC) Clause 52.246-9001, and Statistical Process Controls Quality Assurance Provision (SPC QAP) apply to all CFM and GFM food components and Sub Assembly and Assembly Operations, except as indicated below:

A. The following items are exempt from the Higher Level Contract Quality Requirements, MPC IAW Clause 52.246-9001 and the SPC QAP (No QSP required):

- 1. Accessory package components
- 2. Condiments (even if packaged in laminated barrier pouches) - Hot sauce, Ketchup, Mayonnaise, Picante Sauce, etc.
- 3. Bulk packed items: Sports bars; beef snacks; cereal treats; chocolate sports bar; ranger bar; HOOAH bars; chow mein noodles; fruit bars (CID AA-20212); granola bars; osmotic fruit; cookies (CID AA - 20295, PCR-C-031, PCR-C-046); peanuts, roasted; snacks (CID AA-20195); and commercial sandwich crackers/cookies and bulk packed items procured using the commercial components solicitation (e.g., candies).

**NOTE:** Bulk packed, as used in this paragraph, means packing prior to finished product packaging. However, note that this does not prohibit the prime contractor from requiring a QSP from their subcontractors for all products on their own accord.

**B. A QSP is required but SPC techniques are optional** for the following items: Beverage bases, cheese spreads, , cookies (CID AA - 20295, PCR-C-031, PCR-C-046), dairy component powders (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, etc), nut and fruit mixes, peanut butter, peanut spread, jellies/jams/preserves, and bulked-packed items that are individually packaged by an assembler/packer in military packaging (laminated barrier pouches). However, note that this does not prohibit the prime contractor from requiring SPC techniques from their subcontractors for all products on their own accord.

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

The QSP shall be submitted to DSCP-FTSB, through the Contracting Officer, for review no later than at time of offer submittal to determine if the QSP meets the acquisition needs. The QSP shall be DOCUMENTED, DATED, AND SIGNED BY A RESPONSIBLE COMPANY OFFICIAL and WILL BE DISTRIBUTED UNDER COMPANY LETTERHEAD TO THE ADDRESSEES BELOW:

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

DEFENSE SUPPLY CENTER PHILADELPHIA  
 ATTN: DSCP-FTRO (Operational Rations Quality Systems Audit  
 Team or Applicable Contracting Officer)  
 700 ROBBINS AVE., BLDG 6  
 PHILADELPHIA, PA 19111-5092

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

B. **AFTER CONTRACT AWARD ONE COPY SHALL BE MAILED PRIOR TO THE INITIATION OF PRODUCTION TO EACH OF THE FOLLOWING GOVERNMENT INSPECTION OFFICES** as applicable:

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

**SECTION E (CONTINUED)**

a. **HEAD, DEFENSE CONTRACT INSPECTION SECTION**

USDA,AMS,FFV,PPB (202) 720-5021  
**ATTN: Richard Boyd/Donna McCarter**  
 1400 INDEPENDENCE AVE. SW  
 STOP 0247, ROOM 0726, SOUTH BLDG.  
 WASHINGTON, DC 20250-0247

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

USDA, AMS, FV, PPB (630) 790-6957  
 800 ROOSEVELT ROAD  
 BLDG A, SUITE 380  
 GLEN ELLYN, IL 60137-7688

c. **USDA-AMS INSPECTION AREA OFFICE:** The

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

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

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COMMANDER  
U.S. ARMY VETERINARY COMMAND (MCVSF-OPERATIONAL  
RATIONS SECTION – MRE Program Coordinator)  
2050 WORTH ST., SUITE 5  
FT. SAM HOUSTON, TX 78234-6005

**3. DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA):**

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

DCMAO GARDEN CITY  
605 STEWART AVE.  
GARDEN CITY, NY 11530-4761

DCMAO DAYTON  
1507 WILMINGTON PIKE  
DAYTON, OH 45444-5300

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

Aforementioned Government inspection personnel and In-Plant Government QARs shall fax, e-mail, or mail (via priority mail) their evaluations and comments to the contractor's QSPs and/or QSP's revisions, **within 20 calendar days** from the day of receipt of the QSP/revision.

Failure to submit comments within the suspense date may result in DSCP-FTSB Quality Systems Auditors not including the applicable inspection agency's comments in Government QSP joint evaluations. In-Plant Government QARs are also required to report quality systems noncompliances within **one working day** using the Corrective Action Request (CAR) Form. QSP evaluations and CARs shall be faxed to the DSCP-FTSB Operational Rations Quality Systems Audit Team at fax number (215) 737-0379, the current DSCP-FTSB' personnel E-mail addresses or mailed to the following address (**the preferred and most expeditious method is via E-mail or fax**):

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DEFENSE SUPPLY CENTER PHILADELPHIA  
ATTN: DSCP-FTSB (Operational Rations Systems Audit Team)  
700 ROBBINS AVENUE BLDG.6  
PHILADELPHIA, PA 19111-5092

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

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

DSCP-FTSB Quality Systems Auditors evaluate, assign QSP ratings, and approve or disapprove changes to the QSP. **QSP procedures or changes to a QSP that may involve a change to a specific contractual requirement (cited in the contract TDP/ items specification/CID) must be coordinated and approved by the Contracting Officer.** To expedite the evaluation process, all QSP changes (that do not involve a specific contractual change) shall be **simultaneously** provided to the In-Plant GQAR and a copy faxed, E-mailed, or mailed to DSCP-FTSB and each applicable office for their review. The GQAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DSCP-FTSB after the contractor submits the change to DSCP. The contractor's documented QSP is considered a living document and continuous improvements are highly encouraged.

Implementation, compliance, effectiveness, and continuous improvement of the QSP and the implemented quality system will be monitored by on-site quality systems compliance

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audits conducted throughout the life of the contract by the Operational Rations Quality Systems Audit Team and evaluations/internal audits conducted by the In-Plant Government QARs.

If a contractor fails to submit an acceptable or marginally QSP or copies of their QSP's revisions to the Government for review or does not comply with other requirements of the contract, the Government may decline to perform verification acceptance inspection at that time and or refuse to accept any product produced in accordance with FAR 46.102 and 46.407. Additionally, the Government may also withdraw the acceptance of a QSP during the contract period if it is determined that the contractor has not implemented, complied with the documented QSP, or the implemented quality system is not sufficient to meet minimum contractual requirements.

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

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

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

**E-1-B. The following DLAD Clause 52-246-9001 is applicable to this contract:**

**52.246-9001**

**MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS  
(JUN 1998)-DLAD**

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

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

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

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

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

(3) Prompt corrective action shall be taken when noncompliance or out of control conditions occur. In the event appropriate corrective and preventive action fails to rectify the product noncompliance; correct the out of control conditions; and/or if these actions are not documented to ensure, to the satisfaction of the Government, that the production lot offered to the Government does not contain nonconforming product, then end item acceptance inspection, and/or acceptance of the end item by the Government may be denied IAW FAR 46.102 and 46.407.

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

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

(1) Each in process inspection. Identify: the type, frequency and amount (sampling plan/100 percent) of inspection; product characteristics to be inspected; criteria for approving and rejecting product; the record for documenting inspection results, and the method for identifying the inspection status of approved and rejected product.

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

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

(E) Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract. The Government is under no legal obligation to perform verification inspection or to accept product produced under the contract until the Government has received acceptable written procedures, and has been afforded an opportunity to evaluate the inspection system. Acceptance of the contractor's inspection

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system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the contractor. Periodic evaluations of the documented QSP and implemented system compliance and effectiveness will be made through the use of yearly on-site compliance systems audits conducted by the Operational Rations Systems Audit Team and In-Plant GQARs throughout the life of the contract.

(End of Clause)

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

### QUALITY ASSURANCE PROVISION

Statistical Process Controls  
DSCP-H-94-001

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

#### **I. General Requirements:**

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

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

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

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D. The implementation of SPC techniques (or alternate MPC techniques) and procedures shall be prepared in accordance with this provision and included in the documented QSP. Each offerer shall address the requirements of this QAP in their documented QSP (Section/Element VIII) and included with the proposal, when applicable. Failure to do so may result in rejection of the offer.

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

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

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

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

**II. SPECIFIC REQUIREMENTS:**

A. The offerer shall identify the characteristics to be controlled using SPC techniques (or the alternate MPC techniques). Application of SPC techniques shall be considered for all characteristics identified by performing pareto analysis on the defects from previous production, or projection of potential defects in future production, to discern the vital few and repetitive type failures from the trivial many. Additionally, offerers are encouraged to calculate quality costs to assist in determining what characteristics or processes to control statistically (QSP Element XIII). These defects, and all other characteristics identified by the offerer from process capability studies on current production, shall be subject to the application of SPC techniques or other analyses. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to end item contractual requirements. In addition to the

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characteristics identified by the offerer, the following characteristics will be controlled using SPC techniques, MPC techniques, or other alternate controls methods deemed appropriate and effective in controlling the processes. Alternate controls to SPC and MPC must be clearly identified and explained in detail in the In-Process and Process Inspection and Testing Section of the contractor's documented QSP/Quality Manual. **The description of SPC or MPC techniques shall be sufficient to allow a reviewer unfamiliar with the item or the contractor's production operation to properly assess the applicability of the control measures/techniques being proposed.**

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

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

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

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

**5. For Other Items SPC techniques are optional.**

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

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

D. **SPC Program:** The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) shall be covered in the applicable section of the contractor's QSP. For characteristics as designated by the Offerer and/or the Government to be controlled using SPC or MPC techniques as indicated above, the QSP, as a minimum, must address the following: The QSP must identify and define each in-process control point (IPCP) and/or process control point (PCP) in sequence in relation to the production, subassembly/assembly flow or chain of events (from weighing/mixing/batching of ingredients/materials, packaging, to final product); clearly identify the control technique selected (SPC/MPC or combination) to control each process identified; the number of samples selected, location of sample selection, and frequency of sampling at each IPCP and PCP identified; include procedures that describe the production/assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item); and identify documents that are the basis for the SPC/MPC program including internal audits, textbooks, standards, and/ or Government documents.

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

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

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

H. **Manufacturing Controls: (IAW DLAD Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection as applicable).** The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) should be covered in the applicable section of the contractor's QSP (for characteristics as designated by the Offerer and/or the Government to be controlled

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using SPC or MPC techniques as indicated above): The QSP must clearly identify the control technique selected (SPC/MPC or combination) to control each process identified. Must include procedures that describe the production/assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item).

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

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

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

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

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

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

### **E-2. Particular Requirements for Ration Assembler**

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

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

**E-2-C.** Government verification inspection and testing (conducted by the GQAR or Government laboratory) shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the Government's Quality Assurance

Representative (GQAR). Unless otherwise authorized, in writing, by the contracting officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless the contractor's lot submittal package (inspection/test results-including analytical testing) provided to the GQAR indicates conformance to ALL contractual requirements

**E-2-D.** Government verification inspection may be accomplished by utilizing smaller sample sizes provided sampling plans utilized do not increase producer's sampling risk as assessed by applicable (ANSI/ASQC Z1.4-2003) operating characteristic curves. Contracting Officer approval must be obtained prior to skip lot and/or reduced inspection.

**E-2-E.** When representatives of the U.S. Army Veterinary Command are designated cognizance for the support of the Government's quality assurance requirements, the responsibilities and authorities cited in the regulations, command policies, etc. of the respective agency and those regulations, command policies, etc. to which that agency is subject, are applicable to the contract in conjunction with the quality assurance requirements of the contract.

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**E-2-F. Army Veterinary Inspection (AVI) is required for the sub assembly packaging, at the assembly plant, of bulk-packed items that are individually packaged by an assembler/packer in military packaging (laminated barrier pouches), accessory bags, menu sub assembly pack, and FSR final assembly, i. e., FSR menus and final cases. When the sub assembly packaging of the aforementioned products occurs at a location not under the supervision of the Army Veterinary Inspector, the process shall be under the requirements of contractor-paid USDA,AMS,FV,PPB inspection. When dairy component powders (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, etc), or nut and fruit mixes are packaged into finished product at the assembler's plant, in-process and final inspection will be under the requirements of contractor-paid USDA,AMS,FV,PPB inspection. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.**

### **E-2-G. Plan for the Inspection Job (PIJ)**

(A.) Prior to initiating production of supplies, the contractor must furnish information to and cooperate in the completion by the QAR of DSCP Form 3587 (Plan for the Inspection Job (PIJ)) which may include, but not necessarily be limited to, the following data or information:

1. Detailed production schedule.
2. Lot size, lot presentation, and sampling procedures and techniques.
3. Facilities to be provided Government personnel.
4. Name(s) and title(s) of authorized contractor representatives.
5. Agreement that the cognizant quality assurance service will be notified in advance of each day's production so that arrangements can be made by the Government to have Quality Assurance Representatives (QAR) available.
6. Procedures for notification of critical defects, ex. swellers, leakers and/or excessive amounts of defects being found.

(B.) The PIJ prepared by the QAR is deemed complete and approved for the production of supplies as described therein when dated and signed by the contractor and the QAR. A copy of the completed and signed PIJ and subsequent revisions shall be submitted to DSCP-FTSB. Preparation of this document may require preproduction/postaward conferences between Government and contractor representatives. The contractor shall sign and date the PIJ to signify agreement to all terms and conditions therein. Production of supplies shall not commence until the document is signed by both parties. The document may remain in effect for subsequent contracts provided it is reviewed

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(revised as necessary) at quarterly intervals, initialed and dated by the contractor and the QAR to certify currency. The document shall be revised/amended prior to production of new items not included in the basic document or whenever significant changes occur in contractual inspection documents that necessitate modification. When signed by both the contractor and the QAR, the PIJ document is contractually binding. Failure of the contractor to comply with the document will be reported by the QAR to the contracting officer for appropriate action for noncompliance with the inspection requirements of the contract. However, occasional minor deviations from the scheduled production hours or lot size(s) cited in the PIJ may be approved by the QAR for cogent reasons. The contractor shall make no changes in the approved PIJ document without submitting a written request detailing the change and receiving written approval from the QAR. In the event the contractor and the QAR cannot agree on any detail of the content of the document, the QAR shall refer the conflict to the contracting officer for resolution.

### **E-2-H. Traceability Requirements and Examination**

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

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

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

Each lot of assembled rations shall be examined to determine compliance with lot traceability requirements prior to shipment. The examination shall be accomplished by

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using the same sampling plan and samples examined under Section E, paragraph C. (5) Assembled meal packet examination of ACR-F-07. AQLs are not applicable for the traceability examination. The component lot numbers are recorded from the samples and compared against the lot traceability records provided by the assembler. A defective component lot number is a code which does not correlate with traceability records. Missing or illegible component lot numbers are not to be scored as defects unless there is reason to believe that the component represents a lot other than a lot listed by the traceability records. The finding of any defect will be cause for rejection of the lot.

### **E-2-I. Assembly of Mixed Code Lots**

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

**E-2-J. When the original lot of a component is still available at the assembly plant, components, including inspection samples, will be returned to their original lot for assembly into FSR finals.**

### **E-2-K. Inspection and Acceptance**

#### **E-2-K-1. Inspection at Origin and Acceptance at Destination**

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

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

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Receipt examinations for pouch integrity (CFM and GFM) shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread and product packaged in accordance with MIL-PRF-44073 and product packaged in accordance with MIL-DTL-32223 or MIL-DTL-32141. Samples for receipt inspection (200 samples items packed in accordance with MIL-PRF-44073, MIL-DTL-32223 or MIL-DTL-32141) shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the Technical Data Package will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option or performed in accordance with the assembler's QSP. Other receipt inspections shall be at a minimum inspection level of S-3 of ANSI/ASQC Z1.4-2003. At no time may the assembler's receipt inspection be more severe than the origin inspection criteria for GFM. Defect classification shall correspond to the origin specification defect classification.

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

For wet pack fruit (including applesauce), abrasions at destination, found during the assemblers receipt inspection, may be classified as a major defect and accepted under an AQL, if the assembler so chooses. Each assembler would be required to specify in their QSP the AQL for the acceptance of abrasions, based on sampling size. If an assembler chooses not to accept abrasions as a major defect, they may leave the defect as critical, which would result in failure of the lot if found. AQLs for abrasions contained in the assembler's QSP must be approved by DSCP-FTSB. If the lot is not accepted at one destination due to an abrasion(s) and the lot is redelivered to a second destination without rework, the finding of an abrasion during receipt inspection will be cause for rejection of the entire lot.

Grand lotting of more than one production lot of homogeneous components within a shipment for the purpose of receipt inspection may be performed, except for pouch integrity as cited above. There will be no grand lotting of thermostabilized items (entrees, starches and soups, fruits) for pouch integrity inspection. When the total shipment is inspected as a single lot, the identity of the items must be maintained and samples must be drawn from each lot in proportion to its size. Homogeneous components are defined as follows items procured by identical prime documents (identical PCRs, Commercial Item Descriptions) except for items packaged in accordance with MIL-PRF-44073, and MIL-DTL-32223, MIL-DTL-32141 or PCR-C-039.

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

E-2-L. In the event the assembler is also a manufacturer of component(s) of the FSR, the requirements of paragraphs E-1, E-2, E-3, E-4, and E-5 are required where applicable to components being manufactured.

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### E-2-M. Subcontracts

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

(2.) In addition to obtaining consent to inspection from subcontractors, the prime contractor agrees to stipulate the applicable inspection provisions cited in paragraphs E-1, E-2, E-3, E-4, and E-5 as requirements in the contract(s) with the subcontractor(s).

(3.) The prime contractor shall furnish with his offer a written certificate to the contracting officer as to the name of the subcontractor(s) utilized, including location and item procured. In the event the listing needs to be revised after award is made, the prime contractor shall furnish a revised listing to the Contracting Officer and contract will be modified, if warranted.

(4.) The prime contractor shall be responsible for the performance of all subcontractors. The prime contractor shall impose the responsibility for quality control, inspection, and providing inspection records on subcontractors, as required to insure compliance with specifications and conformance to contract requirements. Such inspections shall be accomplished by contractors, subcontractors, or when required by the applicable federal inspection agency at contractor or subcontractor expense. However, to the extent that the offerer does propose to utilize subcontractors for the performance of this contract, determination by the Contracting Officer of the prospective subcontractor's responsibility will be necessary in order to determine the responsibility of the offerers; and this determination of responsibility shall be based on the same factors as are applicable to the determination of the responsibility of the offerer.

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

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

**E-3-A. For entrees, starches and soups, and fruits procured as contractor furnished material (CFM) components, when the manufacturer is the prime contractor (assembler), or a subcontractor, origin inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DSCP Clause 52.246-9P09, unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by DSCP Clause**

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52.246-9P10 is applicable, unless otherwise specified by this solicitation/contract. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with DSCP Clause 52.246-9P20.

As indicated in the Packaging Requirements and Quality Assurance Provisions for Commercial Item Description (CID) A-A-20155C, "Tuna, Canned or in Flexible Pouches" and CID A-A-20155C, MRE pouched tuna shall be under contractor-paid origin inspection provided by the U.S. Department of Commerce (USDC) in accordance with USDC fees and charges. Alternatively, if pouched tuna production occurs at a facility producing MRE entree items under USDA/AMS inspection, or if determined to be in the best interest of the government, the MRE pouched tuna entrees shall be inspected by USDA/AMS under USDA/AMS fees and charges. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract.

### **E-3-A-1. Quality Assurance Provisions for MIL-PRF-44073, Packaging of Food in Flexible Pouches.**

#### **(A.) Definitions**

1. Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using the item.
2. Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.
3. Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

#### **(B.) Quality Assurance Provisions**

1. Quality Assurance Criteria. The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-2003, Sampling Procedures and Tables for Inspection by Attributes are applicable. The paragraph numbers listed below relate to the applicable paragraph in the specification (MIL-PRF-44073).

A. 4.1.1 Pouch material testing. The pouch material shall be examined for the characteristics listed in table I. The lot size, sample unit, and inspection level criteria are provided for each of the test characteristics. Any test failure shall be classified as a major defect and shall be cause for rejection of the lot.

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TABLE I-B. Pouch Material Quality Assurance Criteria

Characteristic	Lot size unit	Sample unit	Inspection level
Water vapor transmission rate	1 yard	1/2 yard	S-1
Camouflage	1 yard	1/2 yard	S-1
Thermal processing	1 pouch	1 pouch	S-1
Environmental conditions	1 pouch	1 pouch	S-1

B. 4.2 Examination of pouch. The pouches shall be examined for the defects listed in table II of MIL-PRF-44073. The lot size shall be expressed in pouches. The sample unit shall be one thermal processed pouch. The inspection level shall be I and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 0.65 for major A defects, 2.5 for major B defects, and 4.0 for minor defects. **Two hundred sample units shall be examined for critical defects. The finding of any critical defect shall be cause for rejection of the lot.**

C. Filled and sealed pouch testing. The filled and sealed thermoprocessed or hot-fill processed pouches shall be tested for the characteristics listed in table IV, Filled and sealed pouch tests. The lot size shall be expressed in pouches. The sample unit shall be one pouch. Any test failure shall be classified as a major defect and shall be cause for rejection of the lot.

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**TABLE IV Filled and sealed pouch tests**

<b>Characteristic</b>	<b>Requirement paragraph</b>	<b>Test method</b>	<b>Inspection level</b>
Residual gas volume S-2 (classes 1, 2, 3, and 4 only)	3.1.4.1	4.3.6	S-2
Internal pressure	3.1.4.3	4.3.7	S-2 1/
Sterility (classes 1, 2, 3, and 4 only)	3.1.5.1	4.3.8	2/

1/ When a three-seal tester is used, a separate set of samples is required for testing of the closure seal.

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

D. 4.2.1 Examination of pouch and carton assembly. The completed pouch and carton assemblies shall be examined for the defects listed in table III of MIL-PRF-44073. The lot size shall be expressed in units of completed assemblies. The sample unit shall be one pouch and carton assembly. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 0.65 for major defects and 2.5 for minor defects. **Fifty sample pouch and carton assemblies shall be examined for critical defects. The finding of any critical defect shall be cause for rejection of the lot.**

**E-3-A-2. Additional Quality Assurance Provisions for MIL-PRF-44073, MIL-DTL-32223, and MIL-DTL-32131**

The following procedures for sampling and inspection shall also be applied when an end-item's filled and sealed pouch examination is required to be performed in accordance with paragraph 4.2, "Examination of pouch", of MIL-PRF-44073; paragraph E-6,A.,(3), " Filled and sealed pouch examination, of MIL-DTL-32223, or paragraph E-6, A., (3), "Filled and sealed pouch examination, of MIL-DTL-32141. These procedures shall be applied to inspection results where critical defects are a determining factor in the rejection of a lot. In addition to the critical defects listed in the preceding named pouch examinations, any swollen pouch is a critical defect.

Change in severity of inspection shall be based on the critical defect category and determined by component type, regardless of lot size. For Normal inspection the sample size shall be 200 sample units and for Tightened inspection 315 sample units examined for critical defects and the finding of any critical defect shall be cause for rejection of the

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lot. Normal inspection will be used at the start of inspection. Normal inspection shall continue unchanged for the critical category of defects on successive lots except where the procedures given in ANSI/ASQC Z1.4-2003, Sampling Procedures and Tables for Inspection by Attributes, require a change in the severity of the inspection, from Normal to Tightened. The procedures given in ANSI/ASQC Z1.4-2003 shall be used to switch from Tightened inspection to Normal inspection. There will be no "reduced" inspection option. The Government has the right to discontinue Government inspection as cited in ANSI/ASQC Z1.4-2003 or the MPC clause or both.

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

2. Upon notification by the Government QAR of change of severity of inspection from Normal to Tightened, the contractor shall submit a corrective action plan to the Government QAR and the Contracting Officer. Government QAR will withhold inspection of lots produced after notification until corrective action plan is received and approved. The corrective action plan shall contain, as a minimum, the following:

- A. Root cause of the deficiency.
- B. Action taken to correct the deficiency.
- C. Action taken to correct and prevent recurrence of root cause of deficiency.
- D. Corrective action effectivity date(s).
- E. Contractor, subcontractor, or supplier representative responsible for implementing corrective action.

As authorized by the Contracting Officer discontinuation of inspection may be invoked by the Contracting Officer when there is a pending action against a contractor to improve the quality of the submitted product/material, a contractor fails to submit a corrective action plan, and/or a corrective action plan is not effective in correcting or in preventing recurrence of root cause of the deficiency.

In addition to the above, the Contracting Officer, at his discretion, may invoke increased inspection for critical defects at origin and/or destination when determined to be in the best interest of the Government.

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### **E-3-A-3. Additional Requirements for Entrées, Starches and Soups, and Fruits Analytical/Nutrient Content Testing**

The following applies to the nutrient content testing for entrees, starches and soups, and fruits found in the Performance-based Contract Requirements (PCR):

a. Replenishment Sample Lots: Replenishment sample lots will be contractor and Government tested for compliance with all analytical requirements.

b. Applicable to Fat and Salt Content Testing: The composite sample shall be prepared and analyzed in accordance with the latest edition of the Official Methods of Analysis of AOAC International (OMA) as cited in the PCR. If an AOAC method or other contract document does not specify specific times, temperatures, or methodology for preparation of a sample, preparation of samples shall be as follows: The unopened pouches shall be gently warmed in a 140°F water bath for 15 minutes to melt fat adhering to the inside of the pouches. The pouches shall be composited in a Waring blender or equivalent.

### **E-3-B. Quality Assurance Provisions and Packaging Requirements for Other Food Components**

For other food components, when the finished product packager is the prime contractor (assembler), or a subcontractor, origin inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DSCP Clause 52.246-9P09, except as specified in E-2-F and except for the following items: pan-coated candies, hot sauce, chewing gum, salt, coffee (CID-AA-20184), and sugar. Optional contractor testing is provided by the alternate inspection requirements DSCP Clause 52.246-9P10. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with DSCP Clause 52.246-9P20. Compliance with applicable Performance-based Contract Requirements (PCR) or Commercial Item Description (CID) requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the PCR, CID, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements.

End Item Testing. Compliance with applicable Performance-based Contract Requirements (PCR) or Commercial Item Description (CID) requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the PCR, CID, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for

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preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

### **E-3-C. Quality Assurance Requirements for Bulk Packed CFM Accessory Items, Bulk Packed CFM Food Items, and Bulk Packed CFM Non-Food Items.**

When the above items are procured as CFM, verification inspection by the Government may be performed at destination in accordance with origin requirements or the contractor's QSP receipt inspection provisions and to include, at a minimum, an inspection for count, condition, and identity, the presence of any internal infestation or the presence of foreign material. In addition, the Government may inspect the manufacturer's product at destination by comparison with samples of the manufacturer's product selected from commercial distribution channels.

The supplies or services furnished under the contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by the Supply Warranty Clause 52.246-9P35.

Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

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### E-3-D. Additional Quality Assurance Requirements for FSR Crackers

(A.) The following inspection criteria applies: Contractor-paid USDA origin inspection in accordance with solicitation/contract including DSCP Clause 52.246-9P09 (General Inspection Requirements), DSCP Clause 52.246-9P20 (Certificate of Conformance) and DSCP Clause 52.246-9P10 (Optional Contractor Testing). The following PCR-C-037 paragraphs are applicable:

- (1) At the cracker manufacturer when crackers are bulk packed: paragraphs E-A., Definitions; E-B.(2), Conformance inspection (product); E-5-A., Product examination; E-5-B.(2), Net weight, are required. Calcium and fat testing, required by E-5-B.(3) Analytical in paragraph (B.) below, may be performed by individual bulk lot testing.
  - (2) At the cracker manufacturer when crackers are unit packed: All Section E paragraphs are required, except paragraph E-5-B.(1), Self life.
- (B.) When the end item crackers are packaged by the ration assembly contractor or at a unit packager other than the cracker manufacturer, the following PCR-C-037 paragraphs are applicable and inspections shall be conducted by the assembly contractor, subject to Government verification:
- Paragraphs E-A., Definitions; E-B.(1), Product standard inspection; E-B.(2), Conformance inspection (packaging and packing); E-5-B.(3), Analytical; E-6-A.(1), Pouch material certification; E-6-A.(2), Pouch vacuum examination; E-6-A.(3), Filled and sealed pouch examination; and E-6-A.(4), Seal testing. When calcium and fat testing, required by E-5-B.(3) Analytical, are performed by bulk lot, the calcium and fat content of the finished product lot shall be verified by the Government QAR using the USDA certification for calcium and fat content of the bulk lot(s) used to make the finished product lot.
- Paragraph E-5-A., Product examination, is required when requested by DSCP Contracting Officer.
- (C.) Cracker shelf life. PCR-C-037 paragraph E-5-B.(1), Shelf life, is required for the ration assembler, subject to Government verification.
- (D.) Cracker End Item Testing for moisture and pH. If the contractor does not want to perform end item testing on each finished lot (where paragraph E-5, B., (3) is required), the contractor shall select one of the following options and place such option in the QSP and shall not change the option until written permission is obtained from the Contracting Officer, or steps are previously included in the QSP.

(1) Crackers packaged within 45 days of production. The contractor shall request and provide the GQAR a Certificate of Analysis (COA) from their bulk cracker supplier and also a copy of their own COA if a verification test (for compliance with moisture and/or pH analytical requirements) is conducted by the contractor at receipt. Government testing and acceptance will be based on the bulk lot testing results if crackers packaged

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within 45 days of production. Government testing shall be contractor-paid USDA bulk lot testing at origin, however, as an alternative to contractor-paid USDA testing, the contractor may request that government bulk lot testing be performed on receipt by the Department of Defense. If the bulk crackers supplier's COA and/or the contractor's COA indicate(s) noncompliance (applicable if the contractor conducts verification at receipt and results obtained are nonconforming), the Government reserves the right to verify the COA through actual testing by a Government laboratory. In the event that the Government detects irregularity in the contractor's testing system or the cracker producer's, the designated GQAR will withhold approval until Government laboratory test results show that product is conforming. The "Alternative Inspection Requirements for Selected Items (DSCP Clause 52.246-9P10 Jan 1998)" shall apply. Government retesting will be performed at the Government laboratory where the original test in question was performed. USDA certification of bulk lot compliance for moisture and pH may be offered to assembly GQAR, in lieu of a COA from the bulk supplier, as contractor's verification of compliance.

(2) Crackers packaged within 90 days of production. The contractor shall request and provide the GQAR a copy of the Certificate of Analysis (COA) from their bulk supplier and also a copy of their own COA if a verification test (for compliance with moisture and/or pH analytical requirements) is conducted by the contractor at receipt. Government testing and acceptance shall be conducted on the end item filled and sealed cracker lot packaged by the contractor (under this option the crackers shall be packaged within 90 days of the bulk lot date of production). If the cracker supplier's COA and/or the contractor's COA indicates noncompliance (applicable if the contractor conducts verification at receipt and results obtained are nonconforming), the Government reserves the right to verify the COA through actual testing by a Government laboratory. In the event that the Government detects irregularity in the contractor's testing system or the cracker producer's, the designated GQAR will withhold approval until Government laboratory test results show that product is conforming. The "Alternative Inspection Requirements for Selected Items (DSCP Clause 52.246-9P10 Jan 1998)" shall apply. Government retesting will be performed at the Government laboratory where the original test in question was performed. USDA certification of bulk lot compliance for moisture and pH may be offered to assembly GQAR, in lieu of a COA from the bulk supplier, as contractor's verification of compliance if no contractor verification testing is conducted at receipt.

(E.) Bulk lot cracker supplier test results, USDA test results, and contractor test results shall be provided to DSCP-FTSA.

**E-3-F. Additional Quality Assurance Requirements for Tuna**

Finished product testing for methylmercury and histamine will be performed on each lot of pouched tuna using the sampling rate cited in paragraph 6.2.2 of A-A-20155C.

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

#### **E-4-A. Packaging and Packing Materials**

Packaging components (e.g., fiberboard shipping boxes, cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape) are subject to DSCP Clause 52.246-9P20. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the specifications may be performed by the Government to assure compliance with the specifications. DSCP Clause 52.246-9P20 shall also apply to bond strength tests on retort pouches.

#### **E-4-B. General Inspection (Examination/Testing) Requirements**

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

1. Produce and inspect a new lot.
2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g. time, temperature, etc.) See "Rework of Nonconforming Product Pre or Post Acceptance" for applicable situations.
3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".
4. When valid technical reason(s) exist for suspecting the verity of the inspection results,  
request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies". Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units. Examples of valid technical reasons are:
  - A. After finding the lot nonconforming for net weight, it is discovered that the scales used for the inspection were out of adjustment or
  - B. After finding the lot nonconforming for a chemical test characteristic, it is discovered that a chemical used in the analysis has deteriorated or had not been properly prepared.

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

**E-4-C. Government verification inspection and testing (conducted by the GQAR or Government laboratory)** shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the contracting officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless the contractor's lot submittal package (inspection/test results-including analytical testing) provided to the GQAR indicates conformance to ALL contractual requirements

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

The component lot number for thermostabilized (retorted) products packaged in flexible pouches shall be defined as the Julian lot number assigned at the origin manufacturer's plant and the inspection lot shall include only product produced in one work-shift. For products packaged in tray pack containers (metal/poly) and other products (including the FRH and final assembled lots), a lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing sub-samples from each sub-lot/sub-code during production of the lot), the sub-samples must be drawn at random from the sub-lot and not inspected until all the sub-samples are combined to makeup the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection).

### **E-4-E. Production Standard Replenishment for Food Items:**

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

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Every 12 months, the Government Quality Assurance Representative (GQAR) will randomly select 32 replenishment samples for Natick and 70 replenishment samples for the Government's supply at origin from a lot accepted by the Government for all contractual requirements. The Contractor will be responsible for shipment to Natick. This replenishment may occur earlier if necessary to ensure an adequate supply of PDM samples. The Contractor will also use samples from this same lot as the production standard."

### **E-4-F. Periodic Review Samples**

All food components that are inspected by the Government will be subject to periodic review sampling and examination/testing during contract production in accordance with the following criteria: The GQAR (USDA Inspector) will randomly select nine sample units of each item produced (each type, flavor, etc.) throughout each month's production. The GQARs shall provide the samples to the contractor's representative, who will ship them to the following addresses at the contractor's expense once per month:

Six samples selected by GQAR (USDA) will be sent to:

HEAD, DEFENSE CONTRACT INSPECTION SECTION  
USDA,AMS,FFV,PPB (202) 720-5021  
1400 INDEPENDENCE AVE. SW  
STOP 0247  
WASHINGTON, DC 20250-0247

Three samples selected by GQAR will be sent to:

COMMANDER  
NATICK SOLDIER CENTER  
ATTN: AMSRD-NSC-CR-F  
15 KANSAS STREET  
NATICK, MA 01760-5018

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**E-4-G. Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.**

The "Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End Item Verification Inspections for Operational Rations", dated March 2001, are applicable to current and future contracts. The switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes shall not be used for Government verification inspections. For products requiring a drained weight examination, the following is also required: The contractor shall provide the Government Quality Assurance Representative (GQAR) a copy of the current production standard (PDM/First Article) formula (including ratios of ingredients), and formulation records for each production lot submitted for Government end item verification inspection. The GQAR shall initiate skip-lot inspection based on Government verification inspections results of each product and notification that the contractor's Quality System Plan (QSP) was rated acceptable by DSCP-FTSB. The Government verification inspection may be further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best Interest of the Government.

The sampling plans switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used only by the contractors during the performance of contractor's end item verification inspections. Producers using the switching procedures, cited in ANSI/ASQC Z1.4, during the performance of their end item inspections must train personnel and follow all of the switching rules cited in the standard. As indicated in the standard, the sampling scheme is a combination of sampling plans with switching procedures, and each sampling plan has its own set of rules by which a lot is to be inspected and accepted or rejected. Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each subplot during production of the lot), the subsamples must be drawn at random from the subplot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with paragraph "Operational Ration Component Lot Numbers"). All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer. The producer's end item verification inspection results must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

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### E-4-H. Rework Of Nonconforming Product Pre or Post Acceptance

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

#### **Corrective Action (Rework/Screen Inspections) Taken Prior To Government Verification Inspection (Receipt, In-Process And End-Item Inspections):**

Unless otherwise specified below, all reworks and screening inspections conducted prior to the Government verification inspection do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. For reworks requiring the Government's approval (as specified below), the contractor may submit a standard rework procedure (SRP), for certain defects, under the contractor's documented QSP section XIII Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DSCP-FTRD/FTRB, FTSB, and approved by the applicable contracting officer.

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

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### **B. The Following Reworks Must Be Coordinated With The Supervisory GQAR And Approved By The Applicable DSCP-FTR Office.**

**1. Insect or Rodent Infestation/Contamination:** Reworks must be approved by FTRE entomologists.

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

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

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

**3. Tray Pack Can Seam:** Reworks must be approved by FTRB.

**4. Pouch Integrity Defects:** All reworks due to pouch integrity defects noted during the producer's end item inspection (for critical pouch defects only), Government final lot end item verification inspection, Government or assembler receipt inspection, or when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly operation must be approved by FTRD unless a 100% primary pouch rework of the entire lot is conducted at source or at the assembler. All pouches exhibiting same or other pouch integrity defects must be removed during the 100% primary pouch rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected, as applicable, by the GQAR at the location of the rework using the next larger sample size (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

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**5. Second Time Reworks:** All second time reworks must be approved by the applicable FTR office.

**6. Nonconformances Noted During The Government End Item Verification Inspection:** All rework requests submitted for defects noted during Government verification end item verification inspections must be approved by the applicable contracting officer, unless exempted under paragraph 4 above.

**C. Contractor's Quality History:**

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

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

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

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

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### E-4-I. Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies

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

1. Contractor's name and address.
2. Contract number, lot number(s), and quantity.
3. Item nomenclature and NSN, whether a component or end item.
4. Specification number, table/paragraph number, sample size, AC/REJ number(s), defect number(s), number of defects. Identify the pouch codes of defective units.
5. Classification of defects: Critical \_\_\_\_\_ Major \_\_\_\_\_ Minor \_\_\_\_\_
6. Cause of nonconformance or deviation, and corrective and preventive action.
  - a) State the root cause of the deficiency.
  - b) State the corrective action and the preventive action contractor has taken/will take to preclude recurrence.
  - c) If preventive action is not possible, state why.
7. If deviation/nonconformance is of a recurring nature, the frequency of occurrence and date/contract/lot number of last occurrence.
8. Effect on cost/price.
9. Effect on delivery schedule.
10. Full justification for request for deviation, waiver, rework or reinspection.
11. Submit in-process data (MPC, SPC), and contractor and Government end-item records for the involved lot(s). Submit retort records, copy of process schedule and letter from Processing Authority if a process deviation.
12. Applicable to the defect found or class of defects for critical defects, identify the situations where the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

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

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

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

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

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

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

### E-4-J. Reliability Conditions

(A). The Government may perform verification inspection (examination, testing or both) to assure that the inspection performed or certificates furnished by the contractor are reliable. Initially, the amount of verification inspection may equal the amount of inspection performed by the contractor. It is the intent of the Government to be able to rely on the contractor so that the amount of verification may be reduced accordingly. In the event the Government determines by means of verification inspection, surveillance of the contractor's inspection activity, or the submission by the contractor to the Government of nonconforming supplies that the contractor's inspection results or certificates from any plant are not reliable, the Government reserves the right to increase the rate or amount of verification inspection to and including full lot-by-lot inspection and to charge the contractor for the costs incurred for any or all Government examinations and tests performed on supplies from the plant/plants determined to be unreliable after such time as the contractor is advised in writing of the particular inspection concerning which his unreliability is established. In addition, the Government reserves the right to sample and inspect for compliance with contract requirements all supplies produced for the Government remaining in the contractor's facilities at the time of notification in an other than reliable status, even though said supplies may have been produced prior to receipt of notification. It is to be especially noted that the Government

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is contracting for a complete and reliable inspection system as well as a product conforming to all requirements of the contractual document(s). When any element of the contractor inspection system (a particular test or examination of the end item or component) has been determined to be unreliable, the Government reserves the right to consider the inspection system as a whole unreliable, and to return to full lot-by-lot verification (and charge therefore) for each and every examination and test. Examination and testing by the Government and charges to the contractor will continue until such time as the contractor's reliability is again established to the satisfaction of the Contracting Officer. Evaluation of contractor's examination results and review of test results will be accomplished by the QAR. Final evaluation of contractor's test results will be accomplished by DSCP-FTRD and DSCP-FTSB, Directorate of Subsistence.

(B.) The Government QAR may perform verification inspection on any of the lots presented by the contractor to determine if the inspection results reported by the contractor are a reliable indication of product quality. Verification inspection results may be compared with product acceptance criteria set forth in the contract and/or with contractor inspection results for the purpose of determining if verification inspection performed by the Government QAR may be reduced. This reduction in Government verification inspection may be effected through less frequent inspection (skip lot/modified skip lot), reduced severity of inspection, or both. Contracting Officer's approval must be section obtained before switching the degree of inspection severity to reduced inspection even though all criteria have been met.

(C.) Unless otherwise specified in the contract, verification inspection performed by the QAR will be in accordance with the specification Quality Assurance Provisions regardless of any approved alternative procedures employed by the contractor.

(D.) Unless otherwise specified, when the contractor inspection results have been determined to be unreliable, the next determination as to reliability will be made:

1. For examination characteristics. After the production and examination of not less than three or more than five lots.
2. For test characteristics. After six day's production or after the number of days necessary to produce and test six inspection lots, whichever is greater.

NOTE: During the period the contractor's test system is considered unreliable, supplies will be accepted or rejected on the basis of Government laboratory test results.

3. For Certificate of Conformance. After two inspection lots of component items, except that return to a reliable status will be based on conformance of a component item to requirements if inspection results are not submitted by the contractor.

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(E.) After a contractor has been notified that his inspection system has been found to be unreliable, the status or unreliability will continue until the Government notifies the contractor that a reevaluation has been completed and the results indicate that the inspection system is considered as regaining a reliable status. In addition to the requirements in paragraphs E-4-J-(D) 1, 2, or 3, time will be required by the Government to review the contractor's results by the evaluators, complete verification inspection, perform statistical analysis, and to notify the contractor. The contractor will be charged for costs incurred by the Government for inspecting lots (including costs associated with sampling) used for evaluating reestablishment of an acceptable inspection system status.

(F.) Whenever considered necessary as an aid in determining reliability of contractor inspection, the Government will determine, by the use of recognized statistical methods, if there is a significant difference between inspection results furnished by the contractor and the results of verification inspection.

(G.) Supplies, which have been found nonconforming by the contractor, may be subjected to special Government verification examination of the lot or lots in question. The verification examination results for each such lot so selected will be compared with the contractor's results using the lot-by-lot comparability determination procedure for reliability only and shall not be used for acceptance or rejection of production lots.

(H.) In the event the Government elects not to perform verification inspection prior to delivery and acceptance, payment will not be delayed provided the contractor's inspection results indicate the end item and components (including packaging, unitization, packing, labeling and marking materials) conform to the specification requirements, and further provided that said results are presented in the manner prescribed herein.

(I.) Normally, verification inspection will be performed on a stationary lot basis, regardless of physical location, at any time prior to acceptance. Warehousing charges for labor, reconditioning, and any other such costs incident to sampling for examination and/or testing will be borne by the contractor, except when examination is performed at a point other than the premises of the contractor, sub-contractor or contractor's freezer or warehouse.

(J.) Conformance of supplies, or parts thereof, will be determined in accordance with the applicable specification tolerances, acceptable quality levels and sampling procedures contained in the contract except as provided herein. at destination, the original inspection lots need not be reconstituted. For sampling purposes, supplies delivered under the contract may be grouped to form lots. The size of the sample will be determined by the sampling procedures specified in the contract for the quantity of supplies on which action is proposed. Whenever the contract does not provide criteria to determine the number of sample units, the number of containers selected for appropriate number of sample units,

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the number of containers selected for sampling will be the square root of the number of containers in the lot. Frozen product may be inspected for determination of compliance with all terms of the contract. If necessary, the product or samples, as appropriate, may be defrosted to the extent required to accomplish this inspection. At origin, the contractor will employ a procedure for identifying the inspection status of material before, during, and after processing.

(K.) The contractor's inspection system will be considered unreliable if a statistical comparison of contractor and Government inspection results indicates noncomparability. The noncomparable status will serve to notify the contractor of the significant disparity between the Government verification results and the contractor's results without either result indicating nonconformance. The Contracting Officer and/or Government QAR will notify the contractor when his inspection system is considered unreliable and change inspection system status to unreliable. The Contracting Officer and/or Government QAR will notify the contractor of any change in the inspection system status and of all reevaluations, whether or not a change in the inspection system is applicable.

(L.) The contractor's inspection system will be considered unreliable when the Government inspection results indicate nonconforming product and a significant difference is observed between the contractor and verification inspection results. The Contracting Officer and/or Government QAR will notify the contractor of any change in the inspection system status and of all reevaluations, whether or not a change in the inspection system is applicable.

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

(N.) The contractor may be liable for certain inspection costs for examination or tests (for end item or components, separately) performed by the Government.

(O.) When the contractor is liable for costs, as defined by this contract, the following will apply:

1. The Government QAR will notify the contractor in writing when the contractor's inspection system is determined to be unreliable. A copy of this letter containing the reason(s) for such determination will be forwarded through the appropriate CQAE(s) to the PCO(s). During the period of unreliability, the QAR will submit weekly reports of applicable inspection costs, including travel expenses, through the CQAE(s) to the PCO(s) for review and collection. Inspection costs will be computed at the rate of \$35.00 per hour. Hours will be computed based on total hours for all inspectors used to perform inspection (i.e., three inspectors at three hours each = nine hours total). Actual travel expenses will

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be determined in accordance with applicable travel regulations. Upon reestablishment of reliability the QAR will notify the contractor in writing and submit a copy of this letter, along with a final report of examination costs, through the CQAE(s) to the PCO(s). The contractor may appeal the assessment of examination costs in writing to the PCO stating full justification to refuse these costs. The PCO will provide a written decision on the appeal to the contractor. Assessment of examination costs will be based upon the dates of QAR notification to the contractor.

2. The contracting officer will notify the contractor in writing when the contractor's test system is determined to be unreliable. The Government QAR and the DSCP-FTR QAR will report applicable costs/charges related to Government sampling and testing to the contracting officer for collection.

3. Costs devoted to actual travel time will be computed at the current authorized hourly rate, computed to the nearest quarterly hour increment.

4. Laboratory testing costs will be assessed at the rate of \$25.00 per hour.

5. Warehouse cost. Warehouse labor costs as reported by destination will be assessed at cost.

6. Miscellaneous expenses. Related expenses which can be reasonably computed will be assessed at actual cost.

7. Administrative costs. To the direct costs which are considered assessable, additional assessments will be added, based on the following charges to cover administrative costs which have been incurred by the Government in the review and assessment of actual costs.

A. An administrative charge of \$10.00 if actual charges do not exceed \$25.00 per reliability determination.

B. An administrative charge of \$10.00 if actual charges exceed \$25.00 but do not exceed \$50.00 per reliability determination.

C. An administrative charge of \$15.00 if actual charges exceed \$50.00 but do not exceed \$75.00 per reliability determination.

D. An administrative charge of \$20.00 if actual charges exceed \$75.00 per reliability determination.

NOTE: The above administrative charges do not include the cost for processing a contract modification.

8. The contractor shall be liable for Government costs (i.e., man- hours, travel, per diem, administration, etc.) incurred as a result of the failure of the contractor to notify the inspection service of change(s) in production schedule. Costs will be computed and reported by the QAR as detailed above.

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### E-4-K. Commingling of Lots

**E-4-K-1. In order to facilitate lot traceability at the assembler's plant, the following is required (GFM and CFM):**

- (1.) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc) and/or as authorized by the Contracting Officer.
- (2.) Each shipping case shall normally contain only one manufacturer's lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within. See paragraph E-4-K-2 below for exception.
- (3.) Each unit load shall contain only one production lot, as a rule. However, when a partial unit load remains at the end of a production day, the contractor is permitted to complete the unit load with another lot's material. In this instance a unit load may consist of two lots to facilitate shipment.
- (4.) When two lots are incorporated on one pallet, the lots shall be distinctly separated by the use of paper or other material suitable for this purpose. When this occurs, the contractor shall affix a unit load placard on two adjacent sides of the unit load, identifying each lot number on the load and the quantities of pouches/items within each lot.
- (5.) Assemblers shall assemble one (1) component lot at a time, i. e., one (1) component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow.
- (6.) Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250. Thermostabilized items, water activity stabilized items and cheese spread shall also cite subcodes delivered.

### E-4-K-2. Mixed Code Lots

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

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

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

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

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

**E-4-K-3. Split Lots**

Origin manufacturers have the choice of shipping an entire shift's production equaling one lot as follows:

- (1) The entire lot shall be shipped to only one assembler and received in accordance with the applicable Quality Systems Plan.
- (2) Whole lots may be split in two (2) portions for separate shipments.
  - (a) Split lot shipments may be shipped to more than one (1) assembler but not more than two (2) assemblers.
  - (b) No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.
  - (c) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.
  - (d) The origin manufacturer assumes full liability for both portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, both portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portion, regardless of where the product was assembled.
  - (e) Associated lot shipping documentation will reflect split lot status, original lot quantities, and receipt inspection results.
  - (f) Both portions of all split lots will be stored in approved facilities only.

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### E-5. DSCP Clauses

#### **52.246-9P01 Removal of Government Identification from Non-Accepted Supplies or Products Sold to Commercial Distributors (Jan 1992) DSCP**

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

#### **52.246-9P09 General Inspection Requirements (Jan 1998) DSCP**

(a) Inspection.

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

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

(3) The Government shall perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform to contract requirements, the inspector shall report the findings of his inspection to the appropriate DSCP office (Operational

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Rations Business Unit, Food Services Business Unit, Produce Business Unit, Product Services Office, etc.). The applicable DSCP office shall report the findings to the contracting officer or the ordering officer, who shall in turn notify the contractor.

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

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

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

(b) Standby Test Samples.

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

(c) USDA and USDC Certificates.

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

(i) Contain the following statement in the Grade Section of the certificate:

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

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

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

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

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

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

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

(iii) Indicate that the contractor has furnished a Certificate of Conformance for Packaging, Packing, Labeling, Marking and Unitization Materials.

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

(v) Indicate the applicable contract or order number.

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

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

(4) Inspection by U. S. Department of Commerce, National Marine Fisheries Service: For all shipments, whether DD Form 250 (MIRR) is required or not, the contractor shall obtain a NOAA Form 89-802 for items requiring in-process inspection or a NOAA Form 89-803 for items requiring only end item lot inspection. These certificates will as a minimum:

(i) Describe the product.

(ii) Certify compliance with all terms of the contract, except as noted thereon.

(iii) Identify the contract number.

(iv) Identify the production lot number(s).

(d) Distribution of Certificates.

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

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

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

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

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

**(e) Lot Identification.**

The contractor shall code or distinctively mark by embossing, stamping, printing or stenciling each shipping container for every lot of supplies offered for acceptance so as to identify the lot from any other lot produced by the contractor. Under both in-process (on line) and stationary lot

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inspection, the maximum lot size, unless otherwise specified in the contract, shall be defined by the assigned inspection agency.

(f) Particular Inspection Requirements.

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

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

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

### 52.246-9P10 Alternative Inspection Requirements for Selected Items (JAN 1998) DSCP

#### **Optional Contractor Testing of Contractor Furnished Materials.**

(a) Option Statement.

To expedite shipment, the contractor has the option to perform or have performed by an independent laboratory, contractually required tests of end item or component material not specified by the U.S. Standards of Grade. The inspector for the government agency having jurisdiction upon ascertaining compliance may permit shipment, provided all other requirements of the contract are met. The designated government inspector will select random samples of each lot of end items or component material for verification testing until contractor's testing system is determined reliable. It is the intent of the government to rely on the contractor's test results and minimize government verification testing. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

(b) Compliance of Product.

Acceptance of material as complying with required characteristics shall be based on the contractor's test results provided that government verification indicates contractor's test system is reliable as to each of the required characteristics. Where the contractor's test system is determined unreliable, product compliance will be based solely on government test results. In the event

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that the government detects irregularity in contractor's testing system, the designated government inspector may withhold approval until government test results indicate product conformance to contract requirements. If government laboratory test results show that product is nonconforming, although previously approved by the government inspector, the product shall be withheld from final assembly and subject to return and replacement by the component contractor.

**(c) Reliability Conditions.**

(1) The contractor's testing system will be considered reliable as long as its test results are comparable to the government test results. Unless the government agency having jurisdiction has inspected the item produced at the contractor's plant within the previous 120 days, the inspector will select random samples of the first three lots of end items and the first lot of component material for verification testing. If the results of these inspections indicate product conformance, the test system will be considered reliable. As long as the contractor's testing system is reliable, the government inspector will sample product for verification testing on a skip-lot basis. Unless otherwise required by DSCP or the inspection activity, skip-lot verification shall be done by random selecting not less than one lot in six consecutive lots presented for inspection of a specific item. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent inspection. For instance, starting with a group of six lots (i.e., 1-6), randomly select one of them for inspection. If lot 4 were selected, the next lot would be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 were chosen at random, the next selection would be from lots 9, 10, 11, 12, 13, or 14, and so on.

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

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

(4) Contractor testing system reliability will be determined by applying recognized statistical tests to the contractor's and government's test results. These determinations shall be accomplished by the Defense Supply Center Philadelphia, Subsistence Supplier Operations Directorate, Supplier Support Division, DSCP-FTSB- Test and Evaluation Program Manager), Building 6, 700 Robbins Avenue, Philadelphia, PA 19111-5092.

(5) The contracting officer will notify the contractor of any change in reliability status. Notification will include details of the statistical determinations and test results used in reliability studies. Telephonic notification and copies of these determinations will be provided to the government by DSCP-FTSB.

**(d) Procedures.**

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When the contractor elects to perform testing, the following shall apply:

(1) Reporting of Contractor's Results. Test reports for each lot of end item and components shall be submitted in the format contained in this clause by the contractor in an original and one copy to the designated government inspector. Government verification testing shall be withheld, at a minimum, until the contractor's completed inspection/test results are presented to the Government. The GQAR shall review the certification and test report submitted by the supplier to ensure accuracy and contractor's conformance with contractual requirements prior to initiating any Government verification testing. The GQAR shall simultaneously fax or e-mail a completed copy of the contractor's test results for the lot selected for Government verification testing along with the Government laboratory test results to DSCP-FTRO.

(2) Verification Actions. After the Government (GQAR) has reviewed the certification and test report submitted by the supplier to ensure accuracy and contractor's conformance, the government shall perform verification testing for food items and component material required by the contract to assure that the contractor's testing results (submitted by the contractor) are reliable. Verification samples will be accompanied with a DD Form 1222, Request for and Results of Tests. Copies of the results of testing performed by the government shall be given to the government inspector by the government laboratory that performed the tests. The results of nonconforming lots and lots selected for Government verification testing shall be electronically mailed to Curtis.Hayes@dla.mil or Gary.Walker@dla.mil, fax (215 737-0379) or by telephone (215-737-8657/3876). The government reserves the right to increase the rate or amount of verification testing to and including full lot-by-lot testing, in the event the contractor does not furnish reliable test results or certificates, or to obtain additional data when significant disparities exist between the contractor's results and the results of the government laboratory. When any element of the contractor testing system is determined unreliable, the government may consider the testing system as a whole unreliable, and return to full lot-by-lot verification for each and every test. Testing by the government will continue until such time as the contractor's reliability is again established.

(3) Standby Test Samples. The government reserves the right to withdraw and hold standby test samples of component or finished product or both (quantity of which shall be the next larger available sample size required for unit testing and the same sample size required for composite testing) for inspection purposes. Unused samples will be returned to the contractor.

(e) Charges Applicable to Unreliable Test Status.  
The prime contractor will be charged the costs of lot-by-lot inspection during the period that its test system status is considered unreliable. These charges will be processed by and approved by the contracting officer.

(f) Format for Contractor/Subcontractor Test Report.

- Name & Address of Contractor:
- Name & Address of Subcontractor: (if applicable)
- Received for Testing: (date)
- Contract Number:
- Sample Tested: (end item or component, indicate by name)
- Quantity Tested:
- Applicable Specification:
- Identification of Lot: (end item or component lot number, as applicable)
- Quantity in Lot: (units)

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Testing Completed: (date)

**Test Report**

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

(Typed name and title of laboratory official and signature)

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

**Certification**

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

Signature: \_\_\_\_\_

\_\_\_\_\_ (typed name and title of contractor's representative who is authorized to sign

the certificate, and the date)

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

**Certification**

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

Signature: \_\_\_\_\_

\_\_\_\_\_ (typed name and title of contractor's representative who is authorized to sign

the certificate, and the date)

**Distribution:**

(Original and 1 copy to government inspector of which one copy will be forwarded by the GQAR promptly to DSCP-FTSB along the results of the Government verification test results. Copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

**52.246-9P15 Reinspection of Nonconforming Supplies (Jan 1998) DSCP**

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

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

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

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

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

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

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**NOTE:** If there is any discrepancy between this clause, Reinspection of Nonconforming Supplies (DSCP Clause 52.246-9P15) (Aug 1997)), and the Section E clauses entitled "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance", the requirements of "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance" shall take precedence. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

### **52.246-9P16 Contractor and Government Samples at Origin (Jan 1992) DSCP**

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

### **52.246-9P20 Certificate of Conformance (JAN 1998) DSCP**

(a) Unless otherwise specified in the contract, the contractor shall furnish a Certificate of Conformance for packaging, packing, labeling, marking and unitization materials and their performance in use in lieu of Government sampling and testing. Performance in use applies to joint strength of strapping and tension of unit load strapping. The unitization materials covered by the Certificate of Conformance shall not include pallets. Examination and testing of pallets shall be performed in accordance with specification requirements unless otherwise stipulated in the contract.

(b) When specified, the contractor may also furnish a Certificate of Conformance for certain components/ ingredients or end item characteristics. The contractor

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may still furnish a Certificate covering any of the foregoing even though a subcontractor provided the materials. In such event, the contractor is responsible for assuring that the materials meet all contract requirements. For this reason, the contractor should request a Certificate of Conformance from the subcontractor.

(c) The Certificate of Conformance should be worded substantially as follows:

(1) I certify that all (indicate type of material) called for by the contract conform to applicable contract requirements in every particular. (For meats only, the contractor must also state that "No distressed, reconditioned meat has been used.")

(2) Such materials consist of the following: (Specify quantity, manufacturer and nomenclature for each item.)

Signature and Title of Certifying Official

Distribution: One copy to origin inspector, when applicable. One copy with shipment when origin USDA/USDC inspection is not required. One copy with invoice for payment when DD Form 250 is not used.

(d) It is the intent of the Government to be able to rely on the Certificate of Conformance. To assure that the certificate is reliable, the Government reserves the right to perform verification testing of each component for which specifications are established in the contract. Random samples shall be personally selected by the cognizant Government inspector. Random samples of packaging, labeling, packing and marking materials shall be submitted to the DLA Analytical Laboratory with a copy of the DD Form 1222 furnished to DSCP-FTSB. Food component materials shall be sent to the laboratory servicing the inspector's organization. All costs incident to the sampling and submittal of materials shall be borne by the contractor. The reliability of the contractor's Certificate of Conformance will be determined on the basis of Government verification results.

(1) When it is determined by DSCP-FTSB that the DLA Analytical Laboratory test samples meet the contract requirements, the Certificate of Conformance for these materials is considered reliable.

(2) When DSCP finds the materials do not meet the contract requirements based on recognized statistical methods, the Certificate of Conformance is considered unreliable. The contractor shall be so advised and the particular deficiencies that render such certificate unreliable shall be identified. The unreliability status may be continued from contract to contract regardless of the particular contract on which the verification tests, or submission by contractor of nonconforming material, has occurred. The contractor is responsible for all costs incurred by the Government in performing tests of future samples submitted for testing after such time as the Government has informed the contractor of the

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unreliability status and until reliability is again established to the satisfaction of the contracting officer. Testing and administrative costs shall be assessed at the prevailing rate.

### **52.211-9P36 FDA Compliance (Jan 1992) DSCP**

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

### **52.246-9P31 Sanitary Conditions (Jan 1998) DSCP**

(a) Food establishments.  
(X) (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

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( ) (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(iv) Fish and fishery products from establishments listed in the "Approved List--Sanitary Inspected Fish Establishments", published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance,

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1978 Recommendations of the U.S. Public Health Service", Public Health Service Publication No. 229.

(vi) "Dairy Plants Surveyed and Approved for USDA Grading Service", published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists", published by the U.S. Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Fruits, vegetables and juices thereof.

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(iv) foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

(4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", bearing labels reading "Distributed By", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

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

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

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NOTE: Second Option, paragraph (a), (1), of DSCP Clause 52.246-9P31, is not applicable to this contract, i.e. ( ) (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

**52.246-9P32 Federal Food, Drug and Cosmetic Act - Wholesome Meat Act (Jan 1992) DSCP**

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

- (1) Shipped in interstate commerce,
- (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

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

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

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

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

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

### **52.209-9P07 Pre-Award Plant Survey (Jan 1992) DSCP**

To determine the responsibility of the prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

### **52.246-9003 Measuring And Test Equipment (Jun 1998) – DLAD**

Notwithstanding any other clause to the contrary, and/or in addition thereto, the contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with ISO 10012-1 or ANSI/NCLS Z540-1.

### **52.246-9004 Product Verification Testing (Jun 1998) - DLAD**

(a) References: The applicable documents are the issues of Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies-Fixed Price," and ANSI/ASQC Z1.4-2003, Sampling Plan and Tables for Inspection by Attributes, which are in effect on the date of solicitation for awards resulting from Invitation for Bids and the date of award for all other contractual actions. These documents form the basis for the Government's right to perform product

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verification testing (PVT) of this product. FAR 52.246-2 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.

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

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

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

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

(2) The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVT testing. Any defects found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT testing. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. In such

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case, the Government reserves all rights to remedies to which it is otherwise entitled by law, regulation, or this contract.

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

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

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

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

- 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
- 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)  
(GOVERNMENT SPECIFICATION)

The following should be inserted in paragraph (b) of this clause:  
"ANSI/ISO/ASQC Q9001, or equivalent industry standard, unless otherwise specified, at the election of the contractor (the contractor must indicate preference for one of these standards)"

For First Strike Ration Final Assemblies the following clauses are set forth in full text:

NOTE: Offeror may be required or may wish to make one or more entries in the following clause.

**52.246-9P12 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT (JAN 1992) DSCP**

(a) Saving and reserving to the government all rights under the inspection provision, the following is applicable to this acquisition:

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Inspection at  Contractor's Plant, (  ) Destination, AND  
Acceptance at  Contractor's Plant, (  ) Destination, upon execution of  
DD Form 250 by the authorized  
government representative.

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

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

Plant: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

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**Section F - Deliveries or Performance**

The following additional clauses are hereby incorporated:

**52.242-9P05 FOB Origin - Government Bill of Lading or Prepaid Postage (Jan 1992) DSCP**

DSCP Government Bill of Lading can be obtained by submitting DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the contract administration office.

**52.247-9P03 - Shipment Control & Documentation (Jan 1992) DSCP**

(a) Shipping Documents Covering F.O.B. Origin Shipments.

(1) Government Bills of Lading.

(i) Except as provided in paragraph (a)(2) below, when this contract specifies that supplies shall be delivered F.O.B. origin with transportation charges borne by the government, shipments will be made on a Government Bill of Lading (GBL). The contractor shall request issuance of GBLs by submitting DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions in triplicate to the transportation office of the cognizant administration office specified in the contract. Such request shall be made at least 10 days prior to the date the material will be available for shipment.

(ii) The administering contracting officer (ACO) may authorize the contractor to ship on a Commercial Bill of Lading (CBL) for conversion to a GBL only when delivery is extremely urgent and GBLs are not readily available.

(2) Use of Prepaid Commercial Bills of Lading (CBLs).

(i) When economical or otherwise justified, the ACO or its representative may authorize the contractor to make the following F.O.B. origin freight or express shipments (if they have no security classification) at government expense on prepaid CBLs to domestic destinations, including United States military air terminals and water terminals:

(A) shipments not exceeding 150 pounds by any form of commercial transportation;

(B) shipments not exceeding 250 pounds by railway express or bus express;

(C) shipments not exceeding 1,000 pounds by other common carriers; or

(D) shipments by common carriers, other than specified in (A) and (B) above, which can be consolidated with the contractor's own prepaid shipments for delivery to one or more destinations provided that all appropriate F.O.B. origin shipments under one or more government contracts, have been consolidated initially. The contractor may be authorized to consolidate less-load government shipments with its own shipments to take advantage of lower carload or truckload freight costs, and the Government will assume its pro rata share of the combined shipment cost. Overall transportation costs will be evaluated prior to authorizing any movement to assure that savings will be realized by the Government consistent with other contract and traffic

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management considerations. When consolidation is authorized, a copy of the CBL will be mailed promptly to the consignee.

(ii) A contract modification is not required when shipment is made under a prepaid CBL as authorized in (2)(I) above. Unless otherwise provided in the contract, the supplies will move for the account and at the risk of the Government, and will become government property when loaded on the carrier's equipment and the contractor has obtained the carrier's receipt. The contractor agrees to pay the transportation charges and will be reimbursed by the Government. Loss or damage claims shall be processed by the Government.

(iii) Unless otherwise provided by the contract, when the contractor is authorized to ship on a prepaid CBL in lieu of a GBL, the contractor shall cite the prepaid transportation charges, or apportioned charges as agreed (see (2)(i)(D) above), as a separate item on the invoice for each individual shipment of supplies and shall include a notation that such prepaid freight, express or commercial air, as applicable, was authorized. The invoice shall be supported with a copy of the CBL marked or stamped "To be Prepaid" or "Paid" and signed by the carrier's agent in the space for carrier's acceptance of shipment. In the absence of the carrier's signature evidencing payment, the CBL shall be annotated by the contractor with its check number and the date paid.

### (b) Shipments to Military Air or Water Port Terminals.

In order for the Government to exercise movement control and documentation with respect to shipments from contractors which are to move via the Defense Transportation System, the contractor shall not ship directly to a military air or water port terminal (including shipments to a consolidation point for subsequent forwarding to a port area for export) without first securing authorization for the shipment from the transportation office of the cognizant administration office specified in the contract. THIS PROHIBITION APPLIES WHETHER SHIPMENTS MOVE ON COMMERCIAL OR GOVERNMENT BILLS OF LADING. Unless otherwise directed by the administering transportation office, mail shipments to military air or water port terminals are not authorized.

### (c) Shipment Marking and Freight Routing.

Any data necessary for shipment marking and freight routing will also be obtained from the designated point of contact at the administering transportation office.

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## **Section G – Contract Administration Data**

### **G-1 Contract Administration:**

Will be performed by Office listed in Block 6 of SF 26 to be designated at time of award of the resultant contract(s).

### **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 cop to the Administrative Contracting Officer (ACO). A copy of correspondence notifying the contractor of acceptance/rejection of waiver/deviation requests will be furnished to the ACO by the Contracting Officer.

### **G-3 Invoices:**

See clauses 252.232-7003 Electronic Submission of Payment Requests and 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.

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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.**

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**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:**

Components will be stored in such a manner as to protect them from damage due to temperature or humidity changes. DSCP may be contacted for assistance concerning individual component storage problems or concerns regarding proper method.

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

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:**

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.

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## **Section H**

### **H-4 Bulk Component Packaging:**

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

- a. Strict adherence to Good Manufacturing Practices is required.
- b. An appropriate level of sanitation will be maintained in the bulk product packaging area in accordance with the facility sanitation program.
- c. Personnel involved in packaging operations will be provided with clean white frocks as needed.
- d. The hands of personnel participating in bulk product packaging operations must be clean at all times and free from sores, cuts, and/or abrasions.
- e. Personnel involved in packaging operations will be required to wear head coverings (hat or hair net) and beard nets, when appropriate.

### **H-5 Subassemblies:**

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

### **H-6 Title of Containers and Packaging Materials:**

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 following requirements apply to any GFM provided under this contract.

Tortillas, Wheat Snack Bread, Lemon Poppy Cake, Cheese Spread, Jalapeno, Cheese Spread, Cheddar, Peanut Butter, Mayonnaise, Creamer, Tea, Instant, Apple Cider Bev Base

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a. Delivery/Inspection of GFM Components:

- 1. All component items received will be palletized. The GFM contractor will deliver any GFM components by truck or by rail, to the assemblers plant. The assembly contractor will promptly unload all GFM delivered FOB his 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, 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 X12 856 transaction, or manually forward acceptance DD Form 250 to the following:

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

Mr. James A. Lecollier  
 DSCP-FTRD  
 700 Robbins Avenue  
 Philadelphia, PA 19111-5092  
 Facsimile # 215-737-7774

One copy should be sent to the payment office.

**Note: The use of WAWF-RA to accept 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

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operations due to insufficient GFM supplied by subcontractor, and that any lost payment discounts to the Government as a result of late submissions of the acceptance documents shall be assessed against the assemblers.

3. The assemblers shall promptly notify the Contracting Officer of any receipted 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

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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 its own expense, 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 DSCP 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 months report #2, etc. DSCP 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 DSCP Form 2651 or other authorized forms, on a monthly basis, will result in the findings by the PCO that the assembler will be the cause of delays in the assembly operation by reason of insufficient GFM, and is therefore liable for any resultant costs. The submitted DSCP 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,

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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. Failure to submit this cost data within 10 days of completion of this operation shall result in your agreement that this screening operation was performed at no cost 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, and Cheese Spread	.0001
<u>Bakery Items - Lemon Poppy Cake, Tortillas,</u>	<u>.0005</u>
Wheat Snack Bread	
Accessory Components - Mayonnaise,	.0003
Creamer, Tea, AppleCider	.0003

The loss allowable rate will be applied against the unit net receipts under the resultant contracts; i.e., total shipments and residual transfers received minus any GFM transfer shipments out.

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

a. In order to reduce end-of-contract residual quantities and allow for contingent needs for GFM component items, GFM component items will be purchased using Indefinite Delivery Type Contracts (IDTCs).

b. 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 assemblers, the following type of report shall be submitted by the assembly contractor for all GFM components (quantities and notes below are for example only):

GFM as of 1 Jan 2007:

GFM Component: Peanut Butter

	ACTUAL	SCHEDULED	+/-
<u>Total Quantity Required:</u>	1,800,000	1,800,000	0
Residual & Transfers In:	5,046	0	+5,046
GFM Contract Receipts:	<u>912,000</u>	<u>900,000</u>	+12,000
Total Receipts:	917,046	900,000	+17,046

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On-Hold:			
Damages:	1,980	0	+1,980
Losses:	267	900	-633
<b>Transfers Out:</b>	<b>0</b>	<b>0</b>	<b>0</b>
Assembled & Shipped Out:	600,000	600,000	0
Work in Process:	<u>2,943</u>	<u>0</u>	<u>+2,943</u>
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-2 Defective      Qty Def:      Qty Replaced:

- c. 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 2007 Report shall include all receipts/inventory data through 30 April 2007 and be provided to the contracting officer no later than 7 May 2007.
- d. "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.

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 DCMC administrative contracting officer (ACO), within 14 days after completion of the contract. 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 DCMC 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 days from contract completion. For the purpose of the final inventory reports, contract completion shall be the date the final assembled case is produced and accepted.

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Failure to comply with these timely submissions will be deemed a breach of contract and could 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 option year or 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 option(s) caused by unavailability of any GFM component(s).

c) The above determination shall not be subject to the Disputes provisions incorporated in resultant contracts.

3. The contractor will be responsible to reimburse the Government for any and all losses to the components based on the 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

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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

d. 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.

e. Government Liability for Delinquent Components: The Government will not be liable for assembly delays due to non-availability of GFM components if the 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 unless the shutdown is the sole cause of the contractor's inability to complete contract performance within the contract delivery period (including any option periods invoked).

f. 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.

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g. An amount of money not to exceed 5% of the total contract amount, or \$50,000, whichever is smaller, will be withheld pending determination of contractor's liability for GFP.

h. The property administrator designated for this contract will be located at the assigned DCMC activity.

**H-8 Distribution of Production Progress Reports:**

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

**H-9 Force Protection**

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

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

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

Accordingly, the offeror shall submit its Food Security Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be 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](http://www.dscp.dla.mil/subs/fs_check.pdf).

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

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**H-10 Production Standard Replenishment for Food Items:**

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

Every 12 months or as needed, the Government Quality Assurance Representative (GQAR) will replenish the Government's supply of 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.

H-11 No Government Furnished Equipment (GFE) will be supplied or may be used in performance of a FSR contract.

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**Section I – Contract Clauses**

**252.217-7019 Sanitary Conditions (Dec 1991)**

**52.225-8 Duty-Free Entry (Feb 2000)**

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

**52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (MAR 2004) DSCP**

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for 1\_ additional 1 year period(s) by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.

(h) The total duration of any options exercised under this clause shall not exceed 365 days.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value

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of the basic contract and option exceeds \$550,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$550,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(j) At any point during the base year or one of the option years, if the contract reaches its maximum monetary ceiling of X the estimated value (Y) and funds are available, the Government reserves the right to exercise the option less than one (1) year after the award date (or in the case of an option, less than one year after the exercise of the option). In addition, the Government reserves the right to exercise multiple options concurrently at anytime after the award date.

**52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DSCP**

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

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## SECTION D

28, 2007.

D11B03 52-211-7006 RADIO FREQUENCY IDENTIFICATION  
(FEB 2007) DFARS

(a) Definitions. As used in this clause-

'Advance shipment notice' means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

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

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

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

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

'EPCglobal' means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

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

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

'Passive RFID tag' means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 28, 2007, the acceptable tags are-
  - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
  - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.
- (2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February

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

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

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

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

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

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

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

(D) Class IV - Construction and barrier materials.

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

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

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

(ii) Are being shipped to any of the following locations:

(A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.

(B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.

(C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.

(D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.

(E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.

(J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.

(L) Defense Distribution Depot,

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Norfolk, VA: DoDAAC SW3117.

(End of clause)

(M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(V) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1.

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall-

(1) Ensure that the data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

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

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC Tag Data Standards in effect at the time of contract award. The EPC Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

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

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

D11C02 52.211-9010 SHIPPING DOCUMENTATION - MIL-STD-129P - TAKES PRECEDENCE OVER SCHEDULE (DEC 2005) DLAD (FARS DEV 05-03)

D11C03 52.211-9010 SHIPPING DOCUMENTATION - MIL-STD-129P - TAKES PRECEDENCE OVER SCHEDULE (DEC 2005) ALT I (DEC 2005) DLAD (FARS DEV 05-03)

D47C01 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

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

(b) Definition.

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

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

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

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

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

## SECTION E

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR

E46A18 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) DFARS

## SECTION F

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

F11E17 52.211-9P20 CONTRACT DELIVERIES (JAN 1992) DSCP

F11E19 52.211-9P22 DELIVERY REQUIREMENTS (JAN 1992) DSCP

F11E24 52.211-9P27 DELAYS IN SHIPMENT OF PRODUCTS REQUIRING USDA LABORATORY ANALYSIS (JAN 1992) DSCP

F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR

F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

F46E01 52.246-9P27 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) (MAY 2004) DSCP

(a) Distribution of Material Inspection and Receiving Reports (DD Form 250) will be in accordance with Appendix F of the Defense FAR Supplement (DFARS). The 'Purchasing Office' copy shall be forwarded to the Defense Supply Center

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Philadelphia, Defense Logistics Agency, 700 Robbins Avenue, Philadelphia, PA 19111-5092, ATTN: DSCP-

(b) The copy shall be mailed in a separate envelope to

Marked for ATTN: DSCP-

(c) This is a acquisition. With respect to Table 2, Special Distribution, of DFARS Appendix F,

\*NOTE: When paragraphs (a) and (b) are both completed with a DSCP attention code, contractor is required to use one envelope addressed to DSCP-; however, the top of each form must be annotated with separate codes appearing in paragraphs (a) and (b) respectively.

(b) Whether processed manually, or through the Wide Area Work Flow Receipt and Acceptance (WAWF-RA) electronic form, if this purchase is for Foreign Military Sales (FMS):

(i) Eight (8) paper copies of the DD250 are required for the FMS representatives. These copies shall be mailed to the address(es) provided in accordance with DSCP 52.225-9P01, FMS Shipping Instructions; and

(ii) Contractors must ensure that a copy of the DD250 is placed on the inside and the outside of each package shipped to the freight forwarder.

F47A01 52.247-29 F.O.B ORIGIN (JUN 1988) FAR

F47A07 52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS -- SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (FEB 2006) FAR

F47A10 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR

F47A11 52.247-59 F.O.B. ORIGIN -- CARLOAD AND TRUCKLOAD SHIPMENTS (APR 1984) FAR

F47A12 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (DEC 1989) FAR

(1) To be completed by the offeror:

(i) Type of container:

Wood Box ( ) (Vendor Fill-in),  
Fiber Box ( ) (Vendor Fill-in),  
Barrel ( ) (Vendor Fill-in),  
Reel ( ) (Vendor Fill-in),  
Drum ( ) (Vendor Fill-in),  
Other (Specify)

(Vendor Fill-in)

(Vendor Fill-in)

(ii) Shipping configuration:

Knocked-down ( ) (Vendor Fill-in),  
Set-up ( ) (Vendor Fill-in),  
Nested ( ) (Vendor Fill-in),  
Other (specify)

(Vendor Fill-in)

(Vendor Fill-in)

(iii) Size of container:

$\frac{\text{Vendor Fill-in}}{\text{Length}} \times \frac{\text{Vendor Fill-in}}{\text{Height}} = \text{Vendor Fill-in}$  (Width)  
(Cubic Ft.) (Vendor Fill-in)

(iv) Number of items per container \_\_\_ each (Vendor Fill-in)

(v) Gross weight of container and contents \_\_\_ Lbs (Vendor Fill-in);

(vi) Palletized/skidded \* ( ) (Vendor Fill-in) Yes  
\* ( ) (Vendor Fill-in) No;

(vii) Number of containers per pallet/skid \_\_\_ (Vendor Fill-in);

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ (Vendor Fill-in) Lbs;

(ix) Size of pallet/skid and content \_\_\_\_\_ Lbs Cube (Vendor Fill-in);

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_ (Vendor Fill-in) \*  
Size of railcar \_\_\_\_\_ (Vendor Fill-in)

Type of railcar \_\_\_\_\_ (Vendor Fill-in)

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_ (Vendor Fill-in) \*  
Size of trailer \_\_\_\_\_ Ft (Vendor Fill-in)

Type of trailer \_\_\_\_\_ (Vendor Fill-in)

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

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

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

F47A14 52.247-65 F.O.B ORIGIN, PREPAID FREIGHT -- SMALL PACKAGE SHIPMENTS (JAN 1991) FAR

F47A15 52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006) FAR

F47E22 52.247-9P11 SHIPMENTS DIRECT TO PORT TERMINALS FOR EXPORT (MAY 2004) DSCP

F47E23 52.247-9P15 UTILIZATION OF CONTAINERS (SEAVANS) FOR EXPORT SHIPMENTS (JAN 1992) DSCP

(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) The contracting officer only may 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, where available container service is established before award at the origin point of a successful offeror, to award any resulting contracts on the basis of an origin container movement. 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

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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 seavan consist, DSCP 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 consist 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 BGL (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.
  - (B) Three copies to carrier.
  - (C) One copy to the transportation officer.
  - (D) 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) 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.

**SECTION G**

**G16E01 52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDERS (AUG 1992) DSCP**

**G46E01 52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DSCP**

**SECTION H**

**H11E02 52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP**

**H23B01 252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS**

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(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert 'None.')	(Vendor Fill-in)
ACT	(Vendor Fill-in)
MATERIAL (If None, Insert 'None.')	(Vendor Fill-in)
ACT	(Vendor Fill-in)
MATERIAL (If None, Insert 'None.')	(Vendor Fill-in)

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ACT

(Vendor Fill-in)

Service', published by Dairy Division, Grading Branch, AMS, USDA.

MATERIAL (If None, Insert 'None.')

(Vendor Fill-in)

(vii) Oysters, clams and mussels from plants listed in the 'Interstate Certified Shellfish Shippers Lists', published by the U.S. Public Health Service.

ACT

(Vendor Fill-in)

(3) Establishments furnishing the following products are exempt from appearing in the 'Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement', or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(Vendor Fill-in)

(i) Fruits, vegetables and juices thereof.

H46E02 52.246-9P01 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (JAN 1992) DSCP

H46E03 52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).

(a) Food Establishments.

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the 'Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement', published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the 'Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement' if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(iv) foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the 'Directory of Sanitarily Approved Food Establishments'.

(4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command 'Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement', bearing labels reading 'Distributed By', etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the 'Meat and Poultry Inspection Directory', published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

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

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(b) Delivery Conveyances.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the 'List of Plants Operating under USDA Poultry and Egg Grading Programs' published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the 'Meat and Poultry Directory' published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

H46E04 52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992) DSCP

H46E05 52.246-9P35 WARRANTY OF SUPPLIES (APR 2003) DSCP

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(iv) Fish and fishery products from establishments listed in the 'Approved List--Sanitary Inspected Fish Establishments', published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(b) Contractor's Obligations.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in 'Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers', published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the 'Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service', Public Health Service Publication No. 229.

(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 12 months after receipt of supplies at destination:

(vi) 'Dairy Plants Surveyed and Approved for USDA Grading

(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

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will conform with the requirements of this contract.

\*\*\*\*\*

(Vendor Fill-in) (Vendor Fill-in) (Vendor Fill-in)

(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 13 months from receipt of supplies at destination.

\*\*\*\*\*

(4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the Government unless there are compelling reasons for this approval.

(5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the Government terminating the entire contract, or any portion thereof, pursuant to the 'Default' clause of such contract.

SECTION I

- I02A01 52.202-1 DEFINITIONS (JUL 2004) FAR
I03A01 52.203-3 GRATUITIES (APR 1984) FAR
I03A02 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) FAR
I03A03 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR
I03A05 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) FAR
I03A06 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR
I03A07 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR
I03A08 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003) FAR
I03B01 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004) DFARS

(6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.

(b) In addition, offerors are required to identify below, as indicated, any suspended or debarred individual(s) appearing in the list in para (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

Name and Title of Suspended or Debarred Individual(s): Organization: (if other than offeror)

(Vendor Fill-in)

Describe Association/Relationships: (e.g., employer, consultant)

(Vendor Fill-in)

- I03B02 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991) DFARS
I04A04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) FAR
I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (JUL 2006) FAR
I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS
I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS
I05B01 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS
I08A02 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (JUN 2006) FAR
I09A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) FAR
I09B02 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006) DFARS

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR

I11B01 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

SPI Process: (Vendor Fill-in)

Facility: (Vendor Fill-in)

Military or Federal Specification or Standard: (Vendor Fill-in)

Affected Contract Line Item Number, Subline Item Number, Component, or Element: (Vendor Fill-in)

(Vendor Fill-in)

I11C01 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD

\*\*\* (c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

( ) Yes ( ) No (Vendor Fill-in). The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

( ) Yes ( ) No (Vendor Fill-in). The material conforms to the revision letter/number, if any is cited.

( ) Yes ( ) No ( ) Unknown (Vendor Fill-in) If no, the revision offered does not affect form, fit, function, or interface. ( ) Yes ( ) No

( ) Unknown. The material was manufactured by: Name (Vendor Fill-in)

Address (Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

(2) The Offeror currently possesses the material.

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I09E16 52.209-9P04 CERTIFICATION OR DISCLOSURE OF DEBARRED OR SUSPENDED SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992) DSCP

(a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, or any tier, or supplier appearing in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

(2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.

(3) Debarred or suspended contractors proposed as subcontractors or suppliers:

Name and Address of Contractor(s)

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( ) Yes ( ) No. If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

( ) Yes ( ) No. If yes, provide the information below:

Government Selling Agency \_\_\_\_\_ (Vendor Fill-in)

Contract Number \_\_\_\_\_ (Vendor Fill-in)

Contract Date (Month/Year) \_\_\_\_\_ (Vendor Fill-in)

Other Source \_\_\_\_\_ (Vendor Fill-in)

Address \_\_\_\_\_ (Vendor Fill-in)

Date Acquired (Month/Year) \_\_\_\_\_ (Vendor Fill-in)

(3) The material has been altered or modified. ( ) Yes ( ) No (Vendor Fill-in)  
If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. ( ) Yes ( ) No. (Vendor Fill-in). If yes, (i) the price offered includes the cost of reconditioning/refurbishment. ( ) Yes ( ) No (Vendor Fill-in); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. ( ) Yes ( ) No (Vendor Fill-in). If yes, the price includes replacement of cure-dated components. ( ) Yes ( ) No (Vendor Fill-in)

(5) The material has data plates attached. ( ) Yes ( ) No (Vendor Fill-in). If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. ( ) Yes ( ) No (Vendor Fill-in). (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number \_\_\_\_\_ (Vendor Fill-in)

NSN \_\_\_\_\_ (Vendor Fill-in)

Cage Code \_\_\_\_\_ (Vendor Fill-in)

Part Number \_\_\_\_\_ (Vendor Fill-in)

Other Markings/Data \_\_\_\_\_ (Vendor Fill-in)

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. ( ) Yes ( ) No (Vendor Fill-in). If yes, (i) the material being offered is from the same original Government contract number as that provided previously. ( ) Yes ( ) No; and (ii) state below the Government Agency and contract number under which the material was previously provided:  
Agency/Contract Number \_\_\_\_\_ (Vendor Fill-in)

(8) The material is manufactured in accordance with a specification or drawing. ( ) Yes ( ) No. If yes, (i) the specification/drawing is in the possession of the Offeror. ( ) Yes ( ) No (Vendor Fill-in); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. ( ) Yes ( ) No (Vendor Fill-in)

Specification/Drawing Number \_\_\_\_\_ (Vendor Fill-in)

Revision (if any) \_\_\_\_\_ (Vendor Fill-in)

Date \_\_\_\_\_ (Vendor Fill-in)

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. ( ) Yes ( ) No. If yes,

(i) Material has been re-preserved. ( ) Yes ( ) No (Vendor Fill-in); (ii) Material has been repackaged. ( ) Yes ( ) No (Vendor Fill-in);

(iii) Percentage of material that has been inspected is % \_\_\_\_\_ (Vendor Fill-in) and/or number of items

inspected is \_\_\_\_\_ (Vendor Fill-in); and (iv) a written report was prepared. ( ) Yes ( ) No (Vendor Fill-in). If yes, the Offeror has attached it or forwarded it to the Contracting Officer. ( ) Yes ( ) No (Vendor Fill-in)

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

( ) (Vendor Fill-in) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.  
( ) (Vendor Fill-in) For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

( ) (Vendor Fill-in) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

( ) (Vendor Fill-in) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

( ) (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. ( ) Yes ( ) No.

( ) (Vendor Fill-in) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(Vendor Fill-in)

Vendor Fill-in)

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

I11C03 52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (MAR 2000) DLAD

I15A01 52.215-2 AUDIT AND RECORDS NEGOTIATION (JUN 1999) FAR

I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

I15A07 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS (OCT 1997) FAR

I15A09 52.215-13 SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS (OCT 1997) FAR

I15A10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR

I15A12 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004) FAR

I15A14 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUN 2005) FAR

I15A15 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) FAR

I15A16 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997) FAR

I15B01 252.215-7000 PRICING ADJUSTMENTS (DEC 1991) DFARS

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I16A16 52.216-18 ORDERING (OCT 1995) FAR

(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 Schedule. Such orders may be issued --

FROM: award date

THROUGH: 365 days

I16A17 52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 2500 cs DVD or 2500 cs Stock, 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 96,000 cs DVD or 96,000 cs Stock
- (2) Any order for a combination of items in excess of , or

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

(c) If this is a requirements contract (i.e., includes the Requirements Clause at subsection 52.216-1 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) above, 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.

I16A24 52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(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 60

days from the date of contract expiration.

I16C05 52.216-9007 CONTRACT AND DELIVERY ORDER LIMITATIONS (JUL 2006) DEAD

[x] (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 3 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 96,000 cs

(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. (Quantity) 50,000 cs (Percentage of the annual

estimated quantity or dollar value)

- [ ] (ii) Base period of two or more years. (Quantity) multiplied by (Percentage) multiplied by

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

CLIN:

FIRST QTR:  
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.

I17B01 252.217-7001 SURGE OPTION (AUG 1992) DFARS

I17E17 52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (MAR 2004) DSCP

\* \* \* \* \*

(c) The contracting officer may extend the term of this contract for ONE additional period(s) by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.

\* \* \* \* \*

I19A02 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005) FAR

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

( ) (Vendor Fill-in) Offer elects to waive the evaluation preference.

I19A10 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) FAR

I19A11 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006) FAR

I19A13 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006) ALT II (OCT 2001) FAR

I19A18 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999) FAR

I19A26 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (OCT 1999) FAR

I19B01 252.219-7003 SMALL, SMALL DISADVANTAGED AND SOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)

(APR 1996) DFARS

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I19C01 52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997) DLAD

I22A01 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR

I22A15 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006) FAR

I22A16 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) FAR

I22A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR

I22A18 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

I22A22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

I22A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR

I22A26 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) FAR

I22A34 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) FAR

I22B05 252.222-7006 COMBATING TRAFFICKING IN PERSONS (OCT 2006) DFARS

I23A01 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material \_\_\_\_\_ (Vendor Fill-in) (If none, insert 'None')

Identification No. \_\_\_\_\_ (Vendor Fill-in)

I23A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

I23C01 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992) DLAD

I25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006) FAR

I25B01 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005) DFARS

I25B02 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003) DFARS

I25B05 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JAN 2007) DFARS

(a) Definitions. As used in this clause--  
 (1) 'Component' means any item supplied to the Government as part of an end product or of another component.  
 (2) 'End product' means supplies delivered under a line item of this contract.  
 (3) 'United States' means the 50 States, the District of Columbia, and outlying areas.  
 (4) 'U.S.-flag vessel' means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.  
 (b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:  
 (1) Food.  
 (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery,

handwear, belts, badges, and insignia.  
 (3) Tents, tarpaulins, or covers.  
 (4) Cotton and other natural fiber products.  
 (5) Woven silk or woven silk blends.  
 (6) Spun silk yarn for cartridge cloth.  
 (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.  
 (8) Canvas products.  
 (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).  
 (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).  
 (c) This clause does not apply:  
 (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;  
 (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--  
 (i) Is not more than 10 percent of the total price of the end product; and  
 (ii) Does not exceed the simplified acquisition threshold in FAR Part 2;  
 (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;  
 (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;  
 (5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or  
 (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if:  
 (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include:  
 (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);  
 (B) Items made in whole or in part of fabric in Federal Supply Group 83, textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;  
 (C) Upholstered seats (whether for household, office, or other use); and  
 (D) Parachutes (Federal Supply Class 1670); or  
 (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.  
 (d) (1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract:  
 (i) Shall be taken from the sea by U.S.-flag vessels; or  
 (ii) If not taken from the sea, shall be obtained from fishing within the United States; and  
 (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

I25B08 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) ALT I (APR 2003) DFARS (DEVIATION)

(a) Definitions. As used in this clause--  
 (1) 'Electronic component' means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. An item can be an 'electronic component' regardless of the tier of the end product at which it is installed.  
 (2) 'End product' means supplies delivered under a line item of this contract.  
 (3) 'Qualifying country' means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.  
 (4) 'Specialty metals' means any of the following:  
 (i) Steel--  
 (A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or  
 (B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;

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(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;

(iii) Titanium and titanium alloys.

(iv) Zirconium and zirconium base alloys.

(b) Any specialty metals incorporated in articles delivered under this contract shall be melted or produced in the United States or its outlying areas.

(c) This clause does not apply to specialty metals-

(1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or

(2) Incorporated in a commercially available electronic component, if the value of the specialty metal content in the electronic component does not exceed 10 percent of the overall value of the lowest level electronic component, containing specialty metal, that is -

(i) Produced by the Contractor; or

(ii) If the Contractor does not produce the electronic component, produced by the subcontractor from which the electronic component was acquired.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts for items containing specialty metals.

I43B01 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

I43B02 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) DFARS

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007) FAR

I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (NOV 2005) DFARS

I46A17 52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

I46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) DFARS

I47A01 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) FAR

I47B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) DFARS

I48A01 52.248-1 VALUE ENGINEERING (FEB 2000) FAR

I49A03 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) FAR

I49A15 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

I49C01 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT. (MAY 1988) DLAD

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an 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.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

## SECTION J

J52E01 52.252-9P02 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS (NOV 1993) DSCP

(a) THIS SOLICITATION CONSISTS OF THE FOLLOWING:

[ ] (1) ACR-F-07

[ ] (2) Subcontracting Plan

[ ] (3) Integrated Pest Management Program Requirements

[ ] (4)

[ ] (5)

(b) DOCUMENTS MARKED WITH AN 'X' BELOW ARE INCORPORATED IN THIS SOLICITATION BY REFERENCE.

[ ] DPSC Form , DPSC Master Solicitation for dated

I26B01 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

I27A01 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995) FAR

I27A04 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) FAR

I27A05 52.227-3 PATENT INDEMNITY (APR 1984) FAR

I29A02 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) FAR

I30A01 52.230-2 COST ACCOUNTING STANDARDS (APR 1998) FAR

I31B01 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I32A13 52.232-17 INTEREST (JUN 1996) FAR

I32A19 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007) DFARS

I32B10 252.232-7010 LEVIES ON CONTRACT PAYMENTS DFARS (DEC 2006)

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

I33A05 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT (OCT 2004) FAR

I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(c) If you wish to opt out of this clause, check here ( ) (Vendor Fill-in).

I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DLAD

I42A08 52.242-13 BANKRUPTCY (JUL 1995) FAR

I43A01 52.243-1 CHANGES -- FIXED PRICE (AUG 1987) FAR

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SECTION K

K03A01 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) FAR

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

(Vendor Fill-in) [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

K03A02 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) FAR

K04A01 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) FAR

(d) Taxpayer Identification Number (TIN).

- ( ) TIN: (Vendor Fill-in).
( ) (Vendor Fill-in) TIN has been applied for.
( ) (Vendor Fill-in) 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;
( ) Other. State basis.

(Vendor Fill-in)

- (e) Type of organization.
( ) (Vendor Fill-in) Sole proprietorship;
( ) (Vendor Fill-in) Partnership;
( ) (Vendor Fill-in) Corporate entity (not tax-exempt);
( ) (Vendor Fill-in) Corporate entity (tax-exempt);
( ) (Vendor Fill-in) Government entity (Federal, State, or local);
( ) (Vendor Fill-in) Foreign government;
( ) (Vendor Fill-in) International organization per 26 CFR 1.6049-4;
( ) Other

(Vendor Fill-in)

( ) 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 (Vendor Fill-in)
TIN (Vendor Fill-in)

K04A02 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (MAY 1999) FAR

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 ( ) (Vendor Fill-in) is a women-owned business concern.

K04A03 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006) FAR

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].
(2) The small business size standard is [insert size standard].
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) 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 (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

( ) (Vendor Fill-in) (i) Paragraph (b) applies.

( ) (Vendor Fill-in) (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) 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 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.

Table with 4 columns: FAR Clause #, Title, Date, Change. Includes (Vendor Fill-in) entries.

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.

K04E01 52.204-9P01 SUBMISSION OF INFORMATION REGARDING ELECTRONIC DATA INTERCHANGE (EDI) (MAR 1994) DSCP

\*\*\*\*\*

(d) Please provide the information requested below. If more space is needed, you may use a blank sheet of paper identified with your firm's name, the solicitation number and the provision number (52.204-9P01) and item numbers:

- (1) Do you employ the-
[ (Vendor Fill-in) ] ASC X12 Standard?
[ (Vendor Fill-in) ] UCS Standard?

If not, identify the standard used/to be used: (Vendor Fill-in)

(2) Indicate the type of EDI capability your firm currently possesses or plans to possess within the next 12 months:

- [ (Vendor Fill-in) ] Receive Requests for Quotes.
[ (Vendor Fill-in) ] Send Offers.
[ (Vendor Fill-in) ] Receive Orders.
[ (Vendor Fill-in) ] Receive Functional Acknowledgements.
[ (Vendor Fill-in) ] Send Functional Acknowledgements.
[ (Vendor Fill-in) ] Send Ship Notices.
[ (Vendor Fill-in) ] Send Invoices.
[ ] Electronic Funds Transfer (EFT).
[ ] Other (briefly describe):

(Vendor Fill-in)

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(3) List any restrictions on Government ordering you would need to impose:

- (Vendor Fill-in) Number of orders per contract:
(Vendor Fill-in) Minimum quantity per order:
(Vendor Fill-in) Maximum quantity per order:
(Vendor Fill-in) No. of ordering activities:
(Vendor Fill-in) No. of destinations:
(Vendor Fill-in) Other (briefly describe):

(4) Offeror's System Point of Contact for EDI:

(e) If you have previously furnished this information to DSCP under a separate solicitation, reference the solicitation number and leave the above paragraphs blank.

Solicitation Number: (Vendor Fill-in)

K04E02 52.204-9P04 CERTIFICATION REGARDING A PREVIOUSLY EXECUTED ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT (TPA) (MAY 2004) DSCP

The Offeror certifies that-

(a) It intends to use a previously executed EDI TPA in the performance of any resultant contract.

(b) Such EDI TPA-

(1) is between the Defense Supply Center Philadelphia, Directorate of (Vendor Fill-in) and (Vendor Fill-in);

(2) is dated (Vendor Fill-in); and

(3) includes the following modification(s) (if 'none', so state):

Modification Number (Vendor Fill-in) Date (Vendor Fill-in)

K07A01 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

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

(Vendor Fill-in)
(Vendor Fill-in)
(Vendor Fill-in)
(Vendor Fill-in)

OFFEROR RECOMMENDATIONS ITEM (Vendor Fill-in)

QUANTITY (Vendor Fill-in)

PRICE QUOTATION (Vendor Fill-in)

TOTAL (Vendor Fill-in)

K09A01 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) FAR

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

belief, that --

(i) The Offeror and/or any of its Principals -- (A) Are ( ) (Vendor Fill-in) are not ( ) (Vendor Fill-in) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) (Vendor Fill-in) have not ( ) (Vendor Fill-in), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

(ii) The Offeror has ( ) (Vendor Fill-in) has not ( ) (Vendor Fill-in), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

K09B01 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006) DFARS

K11E04 52.211-9P38 PLACE OF PERFORMANCE (NOV 2005) DSCP

\*\*\*\*\*

Paragraph (d) applicable only when checked:

[ ] (d) When a subcontractor is to perform any portion of the work called for in this solicitation or any resulting contract, the contracting officer may require a copy of the subcontracting agreement.

K15A01 52.215-6 PLACE OF PERFORMANCE (OCT 1997) FAR

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) (Vendor Fill-in) intends, ( ) (Vendor Fill-in) 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 (Vendor Fill-in)
City (Vendor Fill-in)
State (Vendor Fill-in)
County (Vendor Fill-in)
Zip Code (Vendor Fill-in)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent (Vendor Fill-in)
(Vendor Fill-in)
(Vendor Fill-in)
(Vendor Fill-in)
(Vendor Fill-in)

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**K19A01 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) FAR**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is  
(2) The small business size standard is  
  
(3) The size standard for non-manufacturers is 500 employees.  
(b) Representations.  
(1) The offeror represents as part of its offer that it  
( ) is, ( ) (Vendor Fill-in) 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, ( ) (Vendor Fill-in) 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, ( ) (Vendor Fill-in) is not a women-owned small business concern.  
(4) (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, ( ) (Vendor Fill-in) is not a veteran-owned small business concern.  
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) (Vendor Fill-in) is not a service-disabled veteran-owned small business concern.  
(6) (Complete only if 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, ( ) (Vendor Fill-in) 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 change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and  
(ii) It ( ) is, ( ) (Vendor Fill-in) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (4) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

(Vendor

Fill-in.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**K22A02 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) FAR**

The offeror represents that --

(a) It ( ) (Vendor Fill-in) has, ( ) (Vendor Fill-in) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) (Vendor Fill-in) has, ( ) (Vendor Fill-in) has not filed all required compliance reports

**K22A03 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) FAR**

The offeror represents that --

(a) It ( ) (Vendor Fill-in) has developed and has on file, ( ) (Vendor Fill-in) 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 ( ) (Vendor Fill-in) has not previously had

contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K23A02 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003) FAR**

(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.]

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

( ) (Vendor Fill-in) (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);

( ) (Vendor Fill-in) (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);

( ) (Vendor Fill-in) (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

( ) (Vendor Fill-in) (v) The facility is not located within any State of the United States or its outlying areas.

**K25A01 52.225-18 PLACE OF MANUFACTURE (SEP 2006) FAR**

(a) Definitions. As used in this clause:

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except:

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly:

(1) ( ) [Vendor Fill-in] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside

the United States); or

(2) ( ) [Vendor Fill-in] Outside the United States.

**K25B01 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE 252.225-7000 (JUN 2005) DFARS**

\*\*\*

(2) The offeror certifies that the following end products are qualifying country end products:

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Line Item Number:

(Vendor Fill-in)

Country of Origin (If known):

(Vendor Fill-in)

(3) The following end products are other foreign end products:

Line Item Number:

(Vendor Fill-in)

Country of Origin (If known):

(Vendor Fill-in)

K25B04 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL  
(JUN 2005) DFARSK30A01 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND  
CERTIFICATION (JUN 2000) FAR

(c) Check the appropriate box below:

( ) (Vendor Fill-in) (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:

(Vendor Fill-in)

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

(Vendor Fill-in)

(Vendor Fill-in)

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.

( ) (Vendor Fill-in) (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

(Vendor Fill-in)

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

Fill-in)

(Vendor

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.

( ) (Vendor Fill-in) (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.

( ) (Vendor Fill-in) (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.

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

( ) (Vendor Fill-in) 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.

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.

( ) (Vendor Fill-in) Yes ( ) (Vendor Fill-in) No

K42E01 52.242-9P18 MAILING ADDRESS FOR PAYMENTS  
(JAN 1992) DSCP

Offeror shall indicate below the address to which payment should be mailed, if such address is different from that shown by the offeror in Block 13 of Form 33, Solicitation and Offer:

(Vendor Fill-in)

(Vendor Fill-in)

K47B01 252.247-7022 REPRESENTATION OF EXTENT OF  
TRANSPORTATION BY SEA (AUG 1992) DFARS

(b) Representation. The Offeror represents that it-

( ) (Vendor Fill-in) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

( ) (Vendor Fill-in) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

## SECTION L

L04A01 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)  
NUMBER (JUN 1999) FARL04E01 52.204-9P02 INFORMATION RELATING TO ELECTRONIC  
DATA INTERCHANGE (EDI) (MAR 1994) DSCPL04E02 52.204-9P03 REQUIREMENT FOR CERTIFICATION OF A  
PREVIOUSLY EXECUTED ELECTRONIC DATA INTERCHANGE (EDI) TRADING  
PARTNER AGREEMENT (TPA) (MAY 2004) DSCPL06B01 252.206-7000 DOMESTIC SOURCE RESTRICTION  
(DEC 1991) DFARSL09E02 52.209-9P06 RESPONSIBILITY OF OFFEROR  
(JAN 1992) DSCPL11A01 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN  
THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND  
DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND  
DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L. (JAN 2006)  
FAR

(a) Most unclassified Defense specifications and standards may be obtained from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>).
- (2) Quick Search (<http://assist.daps.dla.mil/quick-search>).
- (3) ASSIST docs.com (<http://assistdocs.com>).

(b) Documents not available form ASSIST may be ordered from

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the Department of Defense Single Sock Point (DoDSSP) by -  
 (1) Using the ASSIST Shopping Wizard  
 (http://assist.daps.dla.mil/wizard);  
 (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179,  
 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.

**L11A03 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL  
 DEFENSE USE (SEP 1990) FAR**

As cited on the front page of this solicitation.

**L14A18 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH  
 LANGUAGE (APR 1991) FAR**

**L15F01 15-5-9G DSCR NOTE TO CLAUSE 52.215-1  
 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION  
 (JAN 2004)**

In accordance with paragraph (b), the offeror hereby  
 acknowledges receipt of solicitation amendment(s) by  
 listing the amendment number and date below.

AMENDMENT NO. \_\_\_\_\_  
 (Vendor Fill-in)

DATE \_\_\_\_\_ (Vendor  
 Fill-in)

AMENDMENT NO. \_\_\_\_\_  
 (Vendor Fill-in)

DATE \_\_\_\_\_ (Vendor  
 Fill-in)

AMENDMENT NO. \_\_\_\_\_  
 (Vendor Fill-in)

DATE \_\_\_\_\_ (Vendor  
 Fill-in)

AMENDMENT NO. \_\_\_\_\_  
 (Vendor Fill-in)

DATE \_\_\_\_\_ (Vendor  
 Fill-in)

AMENDMENT NO. \_\_\_\_\_  
 (Vendor Fill-in)

DATE \_\_\_\_\_ (Vendor  
 Fill-in)

Contractors are reminded of the requirements of paragraph  
 (c) (1). The Government will automatically reject and will  
 not consider any submission marked or that appears to be  
 only a quote, whether submitted electronically or in paper  
 media.

DSCR (OCT 2001)

**L16A01 52.216-1 TYPE OF CONTRACT (APR 1984) FAR**

The Government contemplates award of a  
 FIRM FIXED PRICE  
 FIXED PRICE/ECONOMIC PRICE ADJUSTMENT  
 FIXED PRICE/PRICE REDETERMINATION  
 contract resulting from this solicitation.

**L22A02 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY  
 COMPLIANCE EVALUATION (FEB 1999) FAR**

**L33A01 52.233-2 SERVICE OF PROTEST (SEP 2006) FAR**

(a) Protests, as defined in section 33.101 of the Federal  
 Acquisition Regulation, that are filed directly with an

agency, and copies of any protests that are filed with  
 the Government Accountability Office (GAO), shall be served on  
 the Contracting Officer (addressed as follows) by obtaining  
 written and dated acknowledgment of receipt from  
 James A. Lecollier  
 700 Robbins Ave. (DSCP-FTRD)  
 Philadelphia, PA 19111-5092  
 [Contracting Officer designate the official or location  
 where a protest may be served on the Contracting Officer.]  
 (b) The copy of any protest shall be received in the office  
 designated above within one day of filing a protest with the  
 GAO.

**L33C01 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD**

**L52A01 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY  
 REFERENCE (FEB 1998) FAR**

This solicitation incorporates one or more solicitation  
 provisions by reference, with the same force and effect as if  
 they were given in full text. Upon request, the Contracting  
 Officer will make their full text available. The offeror is  
 cautioned that the listed provisions may include blocks that  
 must be completed by the offeror and submitted with its  
 quotation or offer. In lieu of submitting the full text of  
 those provisions, the offeror may identify the provision by  
 paragraph identifier and provide the appropriate information  
 with its quotation or offer. Also, the full text of a  
 solicitation provision may be accessed electronically at  
 this/these address(es):  
 http://www.dla.mil/j-3/j-336/icps.htm

**L52A02 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS  
 (APR 1984) FAR**

(a) The use in this solicitation of any Federal Acquisitin  
 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.

**SECTION M**

**M11C01 52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS  
 OF GOVERNMENT SURPLUS MATERIAL (DEC 2004) DLAD**

**M11C02 52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM)  
 DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD**

**M17A03 52.217-5 EVALUATION OF OPTIONS (JUL 1990)  
 FAR**

**M17E03 52.217-9P13 EVALUATION OF OPTIONS -- SOURCE  
 SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY  
 CONTRACT (JAN 1992) DSCP**

**M47E14 52.247-9P29 EVALUATION -- PALLETIZED SHIPMENTS  
 (JAN 1992) DSCP**

**M48E01 52.248-9P02 EVALUATION OF OFFERS USING ALTERNATE  
 VECP METHOD (APR 1992) DSCP**

\*\*\*\*\*

(b) The offeror hereby agrees to use the following  
 production method (check one):

[ ] (1) Current requirements without alternate VECP.

[ ] (2) Alternate VECP # \_\_\_\_\_  
 (Vendor Fill-in)  
 with a unit shared acquisition savings amount of \$ \_\_\_\_\_  
 (Vendor Fill-in) (royalty), per \_\_\_\_\_

(Vendor Fill-in). This VECP provides \_\_\_\_\_  
 (Vendor Fill-in)

(c) When the offeror selects an alternate VECP method, a  
 amount equal to the VECP shared acquisition savings rate shall  
 be added to the offer price as an evaluation factor beginning  
 with the \_\_\_\_\_ unit. However, the evaluation factor shall  
 apply only to those quantities which, at the time of contract  
 award, are scheduled for delivery on or before

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**Section J**

**REFERENCE DOCUMENTS**

In accordance with **SECTION J REFERENCE DOCUMENTS** of ACR-F-07.

(Additional Documents)

Sanitation Requirements for Food Establishments. MIL-STD-3006A, 07 June, 2002.

U. S. Food Chemicals Codex. Committee on Specifications, National Academy Press.

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**Section K – Representations, Certifications and Other Statements of Offerors**

**52.219-01 - Small Business Program Representations - Alternate I (Apr 2002)**

**52.222-38 - Compliance with Veterans" Employment Reporting Requirements (Dec 2001)**

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**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 (OCT 2003)**

**52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)**

**52.215-5 FACSIMILE PROPOSALS (OCT 1997)**

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### **L-2 Submission of Offers:**

DSCP will use tradeoff source selection procedures, for this acquisition. Offerors are required to 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 any product demonstrations (PDMs) must be received no later than the time 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 review in conducting a proper, thorough, and timely review of your proposal. The complete proposals should be specific, stating clearly how you will meet all the requirements of the solicitation. Proposals will be evaluated to determine compliance with all characteristics listed for evaluation in Section M. 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.

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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

**L-3 Technical Proposals:**

a. The Technical Proposal Factors and Subfactors are as follows:

- 1.0 Product Demonstration Models (PDMs)
- 2.0 Past Performance
  - 2.1 Quality
  - 2.2 Delivery
  - 2.3 Socioeconomic Goals (Evaluation of Past Performance)
- 3.0 Surge/Mobilization Plan
- 4.0 Force Protection
- 5.0 Socioeconomic Goals
- 6.0 DLA Mentoring Program
- 7.0 JWOD

b. The following information is required for technical proposals:

**1.0 Product Quality/Product Demonstration Models (PDMs):**

1. 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.

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. 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 new PDM's.

3. Characteristics for which the PDMs will be tested or evaluated are:

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**Final Case:** Compliance with the item descriptions and product specifications

**Food Products:** Organoleptic qualities such as taste, odor, texture appearance and overall quality.

The PDM rating for a specific component item will be no higher than the rating of the lowest-rated characteristic, for example, if any one of the characteristics is rated "fair" the overall PDM rating will be no higher than "fair", even if certain characteristics are higher rated. A "poor" rating for any one characteristic will result in a "poor" overall PDM rating.

4. The approval of any PDM for the aforementioned organoleptic characteristics will not constitute approval of the product as meeting other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements

5. PDMs must conform to all specification/production description characteristics. Failure of models to conform to the specification may result in rejection of offer. Product offered shall conform to all packaging, labeling and packing requirements as well as analytical requirements.

6. PDMs shall be evaluated in two parts. One evaluation will be for each individual finished case and another for selected Contractor Furnished Material (CFM) component items. Offerors are required to submit cases exactly as they would be produced if going into production.

PDMs are required for all CFM component items. The Government Furnished Material (GFM) components are listed below and will be provided by the Government. CFM PDMs from the finished case will be individually evaluated by Natick.

For all offerors under the solicitation, Natick will randomly select 7 CFM items, (the same items for all offerors), and combine that evaluation with the evaluation of the finished case and issue a single evaluation for the product.

7. The following items are Government Furnished Material (GFM) and will be provided by the Government:

Tortillas  
Wheat Snack Bread  
Zapplesauce  
Lemon Poppy Cake  
Cheese Spread, Jalapeno  
Cheese Spread, Cheddar  
Peanut Butter

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- Mayonnaise
- Creamer
- Tea, Instant
- Apple Cider Bev Base

All other component items shall be furnished as CFM.

**Note:** Natick will be evaluating the PDM's submitted for all of the component items. Only 7 of those items will be used in the overall PDM Evaluation.

The contractor must have a good or better rating for all items, prior to the start of production. Offerors are afforded the opportunity to submit an initial PDM for evaluation. If this initial PDM is not rated good or better, a second PDM may be submitted if negotiations are conducted. If the evaluation of the second PDM submittal is less than Good the offeror must submit additional PDM samples to obtain a Good rating. Submission of additional PDM samples, beyond this second submission, will not be used for evaluation for award. The final evaluation for this factor will be based on the highest rated PDM, either the first or second PDM submittal, regardless of how many PDM samplings are submitted.

8. PDMs shall be submitted as follows:

0001, First Strike Ration

A total of 8 final cases and a total of 102 samples of each CFM item shall be submitted as stated below:

A total of 7 final cases should be sent to:

U.S. Army Research, Development, and Engineering Command  
 NATICK Soldier Center  
 Attn: AMSRD-NSC-CF-F (Al Bennett)  
 15 Kansas Street  
 Natick, MA 01760-5018

A total of 32 samples of each CFM component item should also be sent to the above address.

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

Product Demonstration Model Sample  
 Solicitation Number  
 Product Identity

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- Lot #**
- Company Name and Address**
- Point of Contact Name and Phone Number**

Inside the final box containing the menus and the component boxes with the 32 samples of each CFM item 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 samples of each individual component shall be sent to the cognizant in-plant Government inspector. In this instance, the offeror shall advise the Government inspector prior to production of the PDMs and shall obtain a signed statement from the inspector confirming possession of the samples and identifying the samples as from the same production lot as those submitted to Natick. The offeror shall submit this statement(s) with its balance of PDM samples submitted to DSCP.

The remaining 1 case shall be mailed along with your technical proposal to DSCP (Attn. Debbie Beller) at the address indicted on block 8 of Form SF 33 of the solicitation and must come from the same product lot code as those submitted to Natick and the USDA Government inspector.

Late submissions of PDMs may be the basis for rejection of the proposal.

**2.0 Past-Performance:**

Offerors may submit any information they want the Government to consider regarding their performance on these items or similar type item(s) during the period January 1, 2006 through time of closing, to include Quality and Delivery History as well as Socioeconomic Achievements. Past Socioeconomic Achievements for the latest calendar year to date should be submitted. Offerors may describe their experience since that time in providing the same or similar items and quantities as offered. Offerors are requested to submit any information about any unfavorable instances of past performance that occurred since January 1, 2006 through March 31, 2007 and the corrective actions taken to preclude any such recurrences. Offerors should submit information regarding their socioeconomic accomplishments as part of their past performance information.

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### 3.0 Surge/Mobilization Plan:

1. The offeror must submit a company profile and surge production data on line through the Defense Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) website at <https://dscp362.dscp.dla.mil/siders/home.htm>. 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 FAR 252.217-7001 Surge Option (AUG 1992) DFARS.

The offeror shall fully describe and support how it will increase its delivery capacity from the Maximum order quantity(s) in clause 52.216-9P06, Delivery 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.

### 4.0 Force Protection:

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

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

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

Accordingly, the offeror shall submit its Food Security Plan to describe what procedures are, or will be, in place to prevent product tampering and

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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](http://www.dscp.dla.mil/subs/fs_check.pdf).

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

**5.0 Socioeconomic Goals:****52.215-9002 Socioeconomic proposal MAR 1996)- DLAD**

In addition to any subcontracting plan required by the clause 52.219-9:

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

(ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period.

(iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged and women-owned small businesses.

(iv) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

NOTE: (1) In the rating of its socio-economic plan a small business concern will receive additional credit for evaluation purposes for manufacturing or assembly work that it performs in-house, as if that work had been subcontracted to another small business.

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In addition, provide the above information for the following categories as well: Hub-Zone Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and JWOD Additionally

The offeror may be required to cooperate in studies or surveys in order to allow the Government to determine the extent of compliance with subcontracting opportunities you have identified for this acquisition.

When subcontracting with SB, WOSB, SDB, HZSB, SDVOSB, VOSB and JWOD concerns, their participation can bridge the entire scope of the contract, such as, but not limited to: sourcing the product, distribution/delivery, maintenance, or supplying the prime contractor with any EDI/Electronic commerce system.

The format to be used to describe the proposed extent of SB, WOSB, SDB, HZSB, VOSB, SDVOSB and JWOD concern participation in the performance of the contract at the contractor and subcontractor (including suppliers) level is as follows:

DOLLARS	DOLLARS	PERCENT OF SUBCONTRACT
Total Contract Price	\$	
Total to be Subcontracted	\$	
To Large Business	\$	%
To Small Business	\$	%
To Small Disadvantaged	\$	%
To Woman-Owned Small Bus.	\$	%
To HUB-Zone S/B	\$	%
Veteran Owned S/B	\$	%
Service Disabled	\$	%
Veteran Owned S/B	\$	%
To Other Small Business	\$	%
To JWOD Concerns	\$	%

**6.0 DLA Mentoring Business Agreement (MBA):**

52.219-9002 DLA Mentoring Business Agreements (MBA) Program (DEC 1997)  
DLAD

(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to

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mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protege, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protege will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, generally contributing to their viability under long-term contracting arrangements and development of a commercial business base.

Evaluation will be based on the quality and thoroughness of the plan and not on the number of mentors.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protégé selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

In addition, provide the above information for the following categories: Hub-Zone Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and JWOD.

The submitted plan should consist of one or more agreements between the prime contractor and a small business, small disadvantaged business, women-owned small business concern or small business hubzone, veteran owned small business, service disabled veteran owned small business or JWOD workshop

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that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth which is measurable and meaningful.

**a. Participants**

Cite your criteria in selecting a firm to mentor. In addition, provide the following information with all submissions:

(a) Name, Address, and Plant Location for contract holder and potential Small Business, Small Disadvantaged Business or Women-Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned S/B, Hub Zone Small Business or JWOD participant(s).

(b) Point of Contact, Job Title and Phone Number of all personnel involved in the development and oversight of any agreement from both parties.

(c) The number of people employed by the Small Business, Small Disadvantaged Business or Women Owned Small Business concern, JWOD, Veteran Owned Small Business, Service Disabled Veteran Owned S/B, Hub Zone Small Business. If the firm is in the service sector, its annual average gross revenue for the last three fiscal years.

**b. Agreement Type**

Provide copies of agreements in place or describe the type of agreement executed by the contract holder and the Small Business concern, Small Disadvantaged Business or Women-Owned Small Business concern, Veteran Owned Small Business, Service Disabled Veteran Owned S/B, Hub Zone Small Business or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans which identify new business ventures rather than expansion of existing agreements are preferred.

DLA MBA agreements shall specifically identify the areas of developmental assistance (i.e., management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan; i.e., whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.

Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include

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the record keeping and communication techniques and the methods to be used to control and track performance.

### c. Measurements and Reporting

(1) Provide a chart indicating the milestones for program implementation.

(2) Discuss and describe the measurements/yardsticks that will be utilized to determine if program objectives and goals have been met. Give projections of anticipated measurable progress which successful program activities should produce in the following areas:

(a) An increase in the dollar value of subcontracts awarded to Small Business, Small Disadvantaged Business, Women Owned Small Business concerns, Veteran Owned Small Business, Service Disabled Veteran Owned S/B, Hub Zone Small Business and JWOD workshops under DLA contracts.

(b) An improvement in the level of participation in DoD, other federal agencies and commercial contracting opportunities.

(3) Mentors will be required to submit periodic progress reports on their agreements.

## 7.0 JWOD:

The JWOD proposal should include the following provisions:

### **52.215-9004 Javits-Wagner-O'Day Act Entity Proposal (DEC 1997) - DLAD**

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

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(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

52.215-9006 Javits-Wagner-O'Day Act Entity Support - Contractor Reporting (DEC 1997) DLAD

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

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## **Section M – Source Evaluation and Selection Procedures:**

### **M-1 Overview**

A. Overview: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. Each evaluation factor will be evaluated separately and then an integrated assessment of the offer will be made by the contracting officer. If a decision is made to hold discussions, the contracting officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one proposal will be selected for award by the SSA, as described in paragraph (B), below. While the source selection authority's assessment will strive to determine the overall value of each offer, judgement on the part of the Government evaluators is implicit in the entire process. The Government reserves the right to select a successful offeror at other than the lowest price submitted and in accordance with the evaluation factors set forth.

#### **B. Evaluation Process:**

1. Technical Evaluation: Offerors are required to submit technical proposals, including a Product Demonstration Model(s) as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical factors specified in this section M. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, and excluded from the competitive range regardless of the prices offered. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

2. Business Evaluation: Each proposal will be evaluated against the requirements of 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. The Government will also evaluate the offeror's proposals to determine cost/price realism. Cost/price realism relates to an offeror's demonstrating that the proposed price provides an adequate reflection of its understanding of the requirements of this solicitation.

3. Selection: The final technical and business evaluation reports will be furnished to the contracting officer. The contracting officer will prepare a written source evaluation report to the Source Selection Authority. The Source Selection Authority will make the source selection decision. The responsible offeror whose proposal is most advantageous to the Government, as determined by the

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evaluation of proposals according to the evaluation factors established in Section M-2, will be selected for award.

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

a. The Government will use best value continuum procedures, specifically the tradeoff process, in evaluating proposals. The Government will make award to the responsible offeror whose offers conform to the requirements of the solicitation and is most advantageous to the Government, cost or price, technical quality, and other factors considered. For this solicitation, the technical proposal is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

The Technical Evaluation Factors and Subfactors are as follows:

- 1.0 Product Demonstration Models (PDMs)
- 2.0 Past Performance
  - 2.1 Quality
  - 2.2 Delivery
  - 2.3 Socioeconomic Goals (Evaluation of Past Performance)
- 3.0 Surge/Mobilization Plan
- 4.0 Force Protection
- 5.0 Socioeconomic Goals
- 6.0 DLA Mentoring Program
- 7.0 JWOD

Technical Evaluation Factors 1.0 through 7.0 are listed in descending order of importance. However, technical factors 1.0 and 2.0 are significantly more important than technical factors 3.0, 4.0, 5.0, 6.0 and 7.0. The subfactors under the Past Performance Factor are in descending order of importance. Each evaluation factor will be evaluated separately, then an integrated assessment of the offeror will be performed.

**1.0 Product Quality/PDMs:**

The Government will evaluate the PDMs for compliance with the item descriptions and product specifications and will also evaluate the organoleptic qualities of the food product to include taste, texture, odor, and appearance using the recognized 9-point quality rating scale to determine product acceptability. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

The PDM rating for a specific component item will be no higher than the rating of the lowest-rated characteristic, for example, if any one of the characteristics is rated "fair" the

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overall PDM rating will be no higher than "fair", even if certain characteristics are higher rated. A "poor" rating for any one characteristic will result in a "poor" overall PDM rating.

The overall case will be examined for compliance with, but not limited to, the characteristics listed in Tables XVI and XVII of the FSR Assembly Document.

Initial PDM samples will be evaluated by Natick and will be rated as Excellent, Good, Fair or Poor. Offerors will be given an opportunity to correct deficient PDM samples (less than Good rating) if negotiations are conducted. If the offeror chooses to submit a second PDM the final rating for the PDM factor will be based on either the first or second submission whichever is higher.

The final rating for this factor will be based on either the initial or second submission (if any). Submission of additional PDM samples, beyond this second submission, in order to comply with the requirement that PDM's must be rated Good or better, will not be used for evaluation for award.

Offerors shall certify in their proposal revisions and final proposal revisions 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. Product which does not conform to all requirements shall not be accepted by the Government.

Revised or alternate PDMs submitted during negotiations shall be evaluated for the same criteria detailed above. The final evaluation will be based on the first or second submission.

Resubmittal of PDMs will only be authorized where there is not an acceptable sample submitted. When multiple PDMs are submitted, and one or more are rated acceptable the offeror will not be entitled to resubmit the lower rated sample

### 2.0 Past Performance:

The Government will evaluate the experience and past performance of each offeror for the period from January 1, 2006 through time of closing regarding product quality, timely delivery and past socioeconomic accomplishments and based on that evaluation will assign each offeror a level of confidence that the offeror will perform satisfactorily. The Government will evaluate the offeror's record of past performance as reflected in its performance of previous Government and commercial contracts, its prior socioeconomic achievements in using Small Business (SB), Women Owned Small Business (WOSB) and Small Disadvantaged Business (SDB), HubZone S/B, (HZSB) Veteran Owned S/B, (VOSB), Service Disabled Veteran Owned S/B(SDVOSB) and JWOD workshops as both suppliers and subcontractors to the maximum extent possible and the

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contractor's reliability in providing product that conforms to the solicitation requirements.

This assessment will be based on information provided by the offeror in its proposal, information contained in records maintained by the Government, (for example but not limited to warranty action, destination failures, late deliveries, substitutions, waivers reworks, deviations etc.) and possibly by investigation of the contractor's record of performing commercial contracts. The number of these instances as well as the depth/extent and criticality of the product defect or performance deficiency will be evaluated. The Government will consider all relevant facts and circumstances, and therefore encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred since January 2006. More recent trends in contractor performance/delivery will be given more weight since they are deemed more indicative of the offeror's future performance. That is (considering only the period since January 1, 2006) more recent aspects of performance - if they seem to be more than isolated instances - may be viewed as more significant than less recent aspects of performance. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, woman owned small business, small business hubzone, veteran owned small business, service disabled veteran owned small business or JWOD workshop will be part of the past performance evaluation. The Government will evaluate information submitted and will measure actual performance against goals and not the stated goal itself.

### **3.0 Surge/Mobilization Plan:**

The Government will evaluate the offered Surge Plan to confirm the reasonably expected time phased surge production capacity of the Offeror. Those firms that provide a greater, and quicker, surge capacity will be more favorably rated. The evaluation will determine how well the offeror can attain increased capacity, determine the percent of increase that can be attained, for what period of time the increase can be sustained and how the time frame needed to reach the maximum capacity was developed. This surge plan should not be detrimental to any other surge plans submitted for any other ration item.

### **4.0 Force Protection:**

The offeror's Force Protection submittal will be evaluated to determine the acceptability of the plan to prevent product tampering and other security issues. In no event will an award be made without a Force Protection Security plan that is considered acceptable. The offeror's proposal shall be part of any contract.

### **5.0 Socio-Economic Goals:**

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The Government will evaluate the offeror's Socioeconomic plan to ensure that to the maximum extent practicable, Small Business (SB), Women Owned Small (WOSB), Small Disadvantaged Business (SDB), Javits Wagner O'Day (JWOD), HUBZone Small Business (HZSB), Veteran Owned Small Business (VOSB), and Service Disabled Veteran Owned Small Business (SDVOSB) concerns are used as both suppliers and subcontractors. Specifically, the Government will evaluate the percentage of dollars subcontracted to SB, WOSB, SDB, JWOD, and Service Disabled Veteran Owned Small Business (SDVOSB) concerns are firms, including personnel designated for handling this part of the contract. An offeror who is a SB, SDB, WOSB, HZSB, VOSB and SDVOSB will receive additional credit, for evaluation purposes, by adding its non-subcontracting dollars to its subcontracting dollars.

### **52.215-9003 SOCIOECONOMIC EVALUATION (OCT 1996) – DLAD**

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Agency's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

Note: The offeror's proposed participation of HUBZone Small Business (HZSB), Veteran Owned Small Business (VOSB), and Service Disabled Veteran Owned Small Business (SDVOSB) concerns will be included in the above evaluation.

### **6.0 DLA Mentoring:**

Proposals will be evaluated in accordance with the following clause:

**52.219-9002 DLA Mentoring Business Agreements (MBA) Program (December 1997) - DLAD** The Government will comparatively evaluate the offer's response for current or proposed participation in the DLA MBA Program whereby Small

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Business (SB), Small Disadvantaged Business (SDB), and Women Owned Small Business (WOSB) are afforded the opportunity, through the assistance of the prime contractor, to participate in the DLA procurement process. The offeror may also propose to mentor a Javits-Wagner-O'Day qualified nonprofit agency. The responses from offerors on the MBA Program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such firms in receiving better market shares.

Note: In addition to the above we will also evaluate the offer's mentoring of the protégé's increasing commercial business. The quality and results are more important than the number of agreements.

### 7.0 JWOD:

#### **52.215-9005 Javits-Wagner-O'Day Act Entity Support Evaluation (DEC 1997) - DLAD .**

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan.

This plan will be monitored by the cognizant Defense Contract Management Agency activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

#### **52.217-5 Evaluation of Options (July 1990)**

**SECTION C**

The First Strike Ration (FSR) provides a special purpose operational ration for the individual during the first 72 hours of a mission.

**C-1 ITEM DESCRIPTION**

**ACR-F-07, FIRST STRIKE RATION (FSR), ASSEMBLY REQUIREMENTS**

**C-2 ASSEMBLY REQUIREMENTS**

A. Components. The components are specified in Table I.

**TABLE I. Components**

<u>Component</u>	<u>Reference</u>
<u>Entrees</u>	
Chicken Chunks, White, Cooked, Canned or in a Pouch, 7 oz. Pouch	<u>A-A-20352</u> , Type VI
Filled Bakery Items, Filled French Toast Sandwich, Breakfast, Shelf Stable	<u>MIL-DTL-32221</u> , Type I
Sandwich, Shelf Stable	<u>MIL-DTL-32223</u>
Pepperoni	<u>MIL-DTL-32141</u>
Honey Barbecue Beef	Type II
Italian Style	Type IV
Tuna, Canned or in Flexible Pouches, White (Albacore), Water, Regular Salt, 3 oz. Pouch	Type V
	<u>A-A-20155C</u> , type B, Color b, Packing Media 1, Salt/Sodium Level a
<u>Starches and Soups</u>	
Tortillas	<u>PCR-T-008</u>
Snack Bread, Fortified, Wheat	<u>PCR-S-009</u> , Type I
Crackers, Fortified, Plain	<u>PCR-C-037</u> , Type I
<u>Fruits</u>	
Fruits, Wet Pack	<u>PCR-F-002B</u>
Applesauce, Carbohydrate Enhanced, Sweetened, Regular Style	Type VII
<u>Beverages</u>	
Beverage Base, Powdered, Sweet, Ascorbic Acid and Maltodextrin, Flat Interlocking Closure Pouch	<u>A-A-20098D</u> , Type II, Formulation e, Design B
Orange, Lemon-Lime, Grape or Tropical Punch	Flavors 1, 4, 5 or 10

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TABLE I. Components (cont'd)

Component	Reference
<u>Desserts and Snacks</u>	
Mini HooAH!® Bar, Chocolate, Apple Cinnamon, Cran-Raspberry or Mocha	<u>PCR-II-008A</u> , Flavors I, II, III or V; Style B
Dessert Bar, Mocha, Peanut Butter or Chocolate Banana Nut	<u>PCR-D-004</u> , Flavors I, II or III
Cakes and Brownies, and Muffin Tops, Pound Cake, Lemon Poppy Seed	<u>PCR-C-007C</u> , Type I, Flavor 6
Cheese Spread, Cheddar; Fortified, Plain or with Jalapeno Peppers	<u>PCR-C-039</u> , Type I or II
Peanut Butter and Peanut Spread, Peanut Butter, Regular, Smooth, Stabilized, Fortified	<u>A-A-20328A</u> , Style I, Class A, Texture 1, Type a, Fortification b
Beef Snacks, Cured, Kippered Beef Strips Teriyaki and Barbeque	<u>A-A-20298A</u> , Type II, Style A, Flavors 2 and 3, Package type J
Nut and Fruit Mix, Nuts with Raw Sunflower Kernels and Infused Fruit	<u>PCR-N-003</u> , Type III
Toaster Pastry, Regular, Shelf Stable, Not fortified, Rectangular, Single Serving Frosted Brown Sugar Cinnamon	<u>A-A-20211A</u> , Type I, Style B, Class 1, Flavor c, Fortification b, Shape i, Servings a
<u>Other Items</u>	
Chewing Gum, Disk, with Caffeine, Regular, Cinnamon	<u>A-A-20175C</u> , Type VII, Style (2), Class 1, Flavor c
Hot Sauce, Extra Hot 4x, 1/8 fl. oz	<u>A-A-20097E</u> , Type II
Mayonnaise, Salad Dressing and Tartar Sauce Mayonnaise, Fat Free	<u>A-A-20140C</u> Type I, Style C
Fork, Knife and Spoon, Picnic (Plastic), High Impact, Spoon, MRE, 7-inch (Brown)	<u>A-A-3109B</u> , Type IV, Item 13
Hand Cleaner (Pre-moistened Towelette), Unscented, Water Based	<u>A-A-461B</u> , Type II
Re-closeable Interlocking Plastic Bag	1/

1/ The plastic bag shall be 0.003" thick, beige, opaque, LDPE, minimum 10 inches wide by 12 inches long, with double track zippers.

B. Accessory components. Accessory components are specified in Table II.

TABLE II. Accessory Components

Component	Reference	Pack
Chewing Gum, Regular Tablet, Xylitol Sweetened, Peppermint or Cinnamon	<u>A-A-20175C</u> , Type I, Size B, Style (1), Class 3, Flavor a or c	All
Hand Cleaner (Pre-moistened Towelette), Unscented, Water Based	<u>A-A-461B</u> , Type II	All
Matches, Safety	<u>A-A-59489A</u> , Type I, Class B	All
Salt, Table, Iodized, 4 g.	<u>NaCl Monograph</u>	All
Toilet Tissue, Institutional	<u>A-A-59594</u> , Style II, Type A, Size b	All
Coffee, Soluble, Freeze-Dried, Regular, Lap or fin seal pack	<u>A-A-20184B</u> , Type III, Style A, Pack 2	A
Creamer, Non-Dairy, Dry	<u>A-A-20043B</u>	A
Sugar, 1/7 oz.	<u>A-A-20135D</u> , Type I, Style A	A
Tea, Instant, Regular, Sweetened, Lemon Flavor, 16 g.	<u>A-A-20183B</u> , Type I, Style B, Flavor 2	B
Beverage Base, Powdered, Sweet, Ascorbic acid, Apple, Cider, 17 g.	<u>A-A-20098D</u> , Type II, Formulation b, Flavor 12	C

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C. Contents. The contents of each meal are specified in Table III.

TABLE III. Contents

<u>Menu #1</u>	<u>Menu #2</u>	<u>Menu #3</u>
Filled French Toast	Italian Style Sandwich	Honey BBQ Beef Sandwich
Bacon Cheddar Sandwich	Chicken	Tuna
Pepperoni Sandwich	Toaster Pastry	Pound Cake
Cheese spread (Jalapeno)	Tortillas	Tortillas
Wheat snack bread	Peanut butter	Cheese spread (plain)
Beverage (2) <u>1/</u>	Crackers	Crackers
Mocha Mini HooAH!®	Beverage (2) <u>1/</u>	Beverage (2) <u>1/</u>
Chocolate Mini HooAH!®	Appl/Cinn Mini HooAH!®	Mocha Mini HooAH!®
Dessert Bar (Peanut butter)	Cran/Rasp Mini HooAH!®	Cran/Rasp Mini HooAH!®
Beef Snack: Teriyaki	Dessert Bar (Mocha)	Dessert Bar (Choc. Banana)
Beef Snack: Barbeque	Beef Snack: Teriyaki	Beef Snack: Teriyaki
Zapplesauce	Beef Snack: Barbeque	Beef Snack: Barbeque
Nut Fruit Mix	Zapplesauce	Zapplesauce
Accessory packet C	Nut Fruit Mix	Nut Fruit Mix
Caffeinated Gum	Mayonnaise	Mayonnaise
Hot Sauce	Accessory packet B	Accessory packet A
Hand Cleaner (2)	Caffeinated Gum	Caffeinated Gum
Re-closeable plastic bag	Hot Sauce	Hand Cleaner (2)
Spoon	Hand Cleaner (2)	Re-closeable plastic bag
	Re-closeable plastic bag	Spoon
	Spoon	

1/ Flavors shall be procured in equal quantities and assembled in a uniform distribution.

## **SECTION D**

### **D-1 PACKAGING**

#### **A. Components.**

(1) Subassembly packet/accessory packet. The subassembly/accessory packet shall be a preformed pouch or a form-fill-seal pouch. Dimensions shall be sufficient to contain all components. Seals shall be a minimum 1/8 inch wide. A tear nick, notch or serrated edge shall be located on one or more seals to facilitate opening. The average seal strength of the pouch seals shall be not less than 3.5 pounds per inch of width and no individual specimen

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shall have a seal strength of less than 3.0 pounds per inch of width. As an alternative to the seal strength requirement, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E,D,(1),a. The pouch shall be made from polymeric films or film combinations with adequate strength and thickness to contain and protect the components. The water vapor transmission rate (WVTR) of the film shall not exceed  $6.2 \text{ gm/m}^2/24\text{hrs}/90\%\text{rh}/100^\circ\text{F}$  when tested in accordance with ASTM F 372, Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials Using an Infrared Detection Technique; ASTM E 96, Standard Test Methods for Water Vapor Transmission of Materials or Method 3030 of FED-STD-101, Test Procedures for Packaging Materials. The exterior color of the pouch shall be clear or tan.

(2) Time-temperature indicator (TTI) label. The TTI label shall be a 3/4 inch square, bull's-eye type, pressure sensitive adhesive label. The TTI label shall have an activation energy ( $E_a$ ) of 24–30 kcal/mole, be protected from ultraviolet radiation and have a shelf life of 730 days at 80°F as pivot point.

(3) Meal assembly packet. The meal assembly packet shall be of sufficient thickness and strength to contain the meal components without tearing or spillage of meal contents throughout assembly, packing and distribution.

**B. Assembly.**

(1) Subassembly/accessory packet assembly. One of each applicable component as described in table II shall be inserted in a pouch. If a subassembly is used, additional components may also be inserted in the pouch. For a preformed pouch, contents shall be inserted in the pouch and the pouch shall be closed with a heat seal not less than 1/8 inch wide. For a form-fill-seal pouch, components shall be placed in the body and the cover applied by heat sealing with a seal not less than 1/8 inch wide. The closure seal shall be free of foldover wrinkles or entrapped matter that reduces the effective seal width to less than 1/16 inch. The average seal strength of the pouch seals shall be not less than 3.5 pounds per inch of width and no individual specimen shall have a seal strength of less than 3.0 pounds per inch of width. As an alternative to the seal strength requirement, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E,D,(1)b.

(2) Meal assembly. Each applicable component for each meal as described in Table III shall be inserted in a meal assembly packet. The meal assembly packet shall be shrink wrapped or heat-sealed (as applicable). If closed by heat seal, the seal shall be not less than 1/8 inch wide. Heat seal closures shall have seal strength of not less than 4 pounds per inch

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of width. The sealed assembly packet shall not show any evidence of foreign odor. The size of the finished meal assembly packet shall allow for the packing of nine meals into the box.

**D-2 LABELING**

A. Subassembly/Accessory packet. The subassembly/accessory packet shall be labeled on one face in permanent dark contrasting color ink with the letter A, B, or C as applicable.

B. Meal assembly packet. Each packet shall be correctly and legibly labeled. Printing ink shall be permanent black ink or other, dark, contrasting color which is free of carcinogenic elements. The label shall contain the following information:

- FIRST STRIKE RATION
- Date 1/
- Contractor's name and address
- Appropriate menu number and contents

1/ Each packet shall have the date of pack noted by using a four-digit code beginning with the final digit of the current year followed by the three digit Julian day code. For example, 29 Nov 06 would be coded as 6333. The Julian day code shall represent the day the meal was assembled into the packet.

**D-3 PACKING**

A. Packing. Nine meals, three of each menu, shall be packed in a fiberboard box. The fiberboard box shall conform to RSC-L, of ASTM D 5118/D 5118M, Standard Practice for Fabrication of Fiberboard Shipping Boxes, grade V2s of ASTM D 4727/D 4727M, Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shapes, except the requirements for dry burst strength shall be minimum 425 psi, the requirement for wet burst strength shall be minimum 250 psi and the laminated board thickness shall be 0.069 inches. [The U.S. Army Research, Development & Engineering Command, Natick Soldier Center has found that solid fiberboard shipping container material consisting of two outer facings of 90# wet strength linerboard and an inner ply of 69# linerboard meets the performance criteria of this specification.] The box liner shall be a full inside width box liner fabricated from grade W5c fiberboard in accordance with ASTM D 5118/D 5118M, except the terminal ends of the liner shall overlap a minimum of 2 inches and no fastening of the overlap is required. The box shall be closed in accordance with closure method 2A1 of ASTM D 1974, Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes; except the gap between the outer flaps shall be not more the 3/4 inch wide. Each box shall be reinforced with two girthwise nonmetallic straps. The inside dimensions of the box shall be 16-11/16 inches in length, 9-1/8 inches in width and 10-1/4 inches in depth.

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**D-4 UNITIZATION**

A. Unit loads. Forty-eight boxes shall be arranged in unit loads in accordance with type I, class C of DSCP FORM 3507, Loads, Unit: Preparation of Semiperishable Subsistence Items. At least two boxes in each tier shall be oriented to display the TTI label.

**D-5 MARKING**

A. Shipping containers. Shipping containers shall be marked in accordance with DSCP FORM 3556, Marking Instructions for Boxes, Sacks and Unit Loads of Perishable and Semiperishable Subsistence and as specified in the contract with the following exceptions:

(1) Identification markings normally placed on an end of the shipping container shall read from top to bottom, left to right, when the shipping container is rotated from its upright position onto its side for palletization. The major flaps of the shipping container closure immediately to the right of the marked end of the shipping container shall bear the following marking:

- Contract data and other required markings
- Date of pack
- Lot number
- U.S. GOVERNMENT PROPERTY – COMMERCIAL RESALE IS UNLAWFUL

Time Temperature Indicator label shall be centrally positioned on the panel. A minimum distance (quiet zone) of 1/4 inch from the nearest identification marking shall be maintained.

(2) One side panel of shipping container shall be marked "FIRST STRIKE RATION" in letters not less than 1-1/4 inches high.

B. Unit loads. Unit loads shall be marked in accordance with DSCP FORM 3556.

**SECTION E INSPECTION AND ACCEPTANCE**

The following quality assurance criteria, utilizing ANSI/ASQ Z1.4, Sampling Procedures and Tables for Inspection by Attributes, are required. Unless otherwise specified, Single Sampling Plans indicated in ANSI/ASQ Z1.4 will be utilized. When required, the manufacturer shall provide the Certificate(s) of Conformance to the appropriate inspection activity. Certificate(s) of Conformance not provided shall be cause for rejection of the lot.

A. Definitions.

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(1) Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end item, i.e., the consumption of the ration.

(2) Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

(3) Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

B. Conformance inspection. Conformance inspection shall include the examinations/tests and the methods of inspection cited in this section.

C. Packaging examination.

(1) Material certification. A Certificate of Compliance may be accepted as evidence that the characteristics listed below conform to the specified requirements.

Requirement	Requirement para	Test procedure
Color of subassembly/accessory pouch	D-1,A,(1)	Visual evaluation
Water vapor transmission rate	D-1,A,(1)	ASTM F 372, ASTM E 96 or Method 3030, FED-STD-101 <u>1/</u>

1/ ASTM E 96 Standard Test Methods for Water Vapor Transmission of Materials  
ASTM F 372 Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials Using an Infrared Detection Technique  
FED-STD-101 Test Procedures for Packaging Materials

(2) Unfilled preformed subassembly/accessory packet pouch certification. A Certificate of Compliance may be accepted as evidence that unfilled pouches conform to the requirements specified in D-1,A(1). When deemed necessary by the USDA, testing of the unfilled preformed pouches for seal strength shall be as specified in E,D(1)a.

(3) Subassembly/accessory packet examination. The filled and sealed packets shall be examined for the defects listed in table IV. The lot size shall be expressed in packets. The sample unit shall be one packet. The inspection level shall be S-4 and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 2.5 for major defects and 4.0 for minor defects.

TABLE IV. Subassembly/accessory packet defects

Category		Defect
<u>Major</u>	<u>Minor</u>	
101		Not clean. <u>1/</u>
	201	Seal width less than 1/16 inch. <u>2/</u>
	202	Tear nick or notch or serrations missing or does not facilitate opening.
	203	Tear or hole or open seal.
	204	Label missing or incorrect or illegible.
	205	Pouch not sealed on four sides.

1/ Outer packaging shall be free from foreign matter, which is unwholesome, has the potential to cause package damage (for example, glass, metal fillings, etc.), or generally detracts from the clean appearance of the package. The following examples shall not be scored as defects for unclean:

a. Foreign matter which presents no health hazard or potential package damage and which can be readily removed by gently shaking the package or by gently brushing the package with a clean dry cloth.

b. Localized dried product which affects less than 1/8 of the total surface area of one pouch face, or an aggregate of scattered dried product which affects less than 1/4 of the total surface area of one pouch face.

2/ An effective seal is defined as any uncontaminated, fusion bonded, continuous path, minimum 1/16 inch wide, producing a hermetically sealed pouch.

(4) Accessory packet contents examination. The filled and sealed packets shall be examined for the defects listed in table V (this examination may be performed on the preformed pouches after filling and prior to sealing). The lot size shall be expressed in packets. The sample unit shall be one packet open or sealed. The inspection level shall be S-4 and the AQL, expressed in terms of defects per hundred units, shall be 1.5 for major defects and 4.0 for minor defects.

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TABLE V. Subassembly/accessory packet contents defects

Category		Defect
<u>Major</u>	<u>Minor</u>	
101		Component not clean. <u>1/</u>
	201	Missing or unserviceable component.
	202	Plastic shrink film missing from around screw cap of hot sauce bottle or hot sauce bottle leaking, as applicable.

1/ Outer packaging shall be free from foreign matter, which is unwholesome, has the potential to cause package damage (for example, glass, metal filings, etc.), or generally detracts from the clean appearance of the package. The following examples shall not be scored as defects for unclean:

a. Foreign matter which presents no health hazard or potential package damage and which can be readily removed by gently shaking the package or by gently brushing the package with a clean dry cloth.

b. Localized dried product which affects less than 1/8 of the total surface area of one package face, or an aggregate of scattered dried product which affects less than 1/4 of the total surface area of one package face.

(5) Assembled meal packet examination. The filled and sealed meal packets shall be inspected for the defects listed in table VI. The lot size shall be expressed in packets. The sample unit shall be one packet. The inspection level shall be S-4 and the AQL, expressed in terms of defects per hundred units, shall be 2.5 for major defects and 4.0 for minor defects. A minimum of 50 samples shall be examined for critical defects. The finding of any critical defect shall be cause for rejection of the lot. The inspection sample shall contain a proportionate amount of each of the meals.

TABLE VI. Assembled meal packet defects

<u>Category</u>			<u>Defect</u>
<u>Critical</u>	<u>Major</u>	<u>Minor</u>	
1			Tear or hole or open seal in sandwich or French toast or cheese spread or tuna or chicken pouch.
2			Swollen sandwich or applesauce or cheese spread or tuna or chicken pouch.
		101	Menu component missing or incorrect assortment for menu.
		102	Meal packet not clean or outer packaging of contents not clean. <u>1/</u>
		103	Foreign odor.
		104	Labeling missing or incorrect or illegible.
		105	Swollen peanut butter pouch.
		106	Tear or hole or open seal in component packages.
		107	Crushed or broken component. <u>2/</u>
		108	Broken spoon.
		201	Tear or hole or open seal in meal packet.
		202	Tear or hole or open seal in subassembly/accessory packet.
		203	Plastic shrink film missing from around screw cap of hot sauce bottle or hot sauce bottle leaking, as applicable.

1/ Outer packaging shall be free from foreign matter, which is unwholesome, has the potential to cause package damage (i.e. glass, metal filings, etc.), or generally detracts from the clean appearance of the package. The following examples shall not be scored as defects for unclean:

- a. Foreign matter which presents no health hazard or potential package damage and which can be readily removed by gently shaking the package or by gently brushing the package with a clean dry cloth.

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b. Localized dried product which affects less than 1/8 of the total surface area of one pouch face, or an aggregate of scattered dried product which affects less than 1/4 of the total surface area of one pouch face.

2/ For definition of crushed or broken, refer to applicable ration component document.

D. Methods of inspection.

(1) Seal testing. The pouch seals shall be tested for seal strength or internal pressure resistance as required in a or b, as applicable.

a. Unfilled preformed subassembly/accessory packet pouch. The seals of the unfilled preformed pouches for the accessory packet shall be tested for seal strength in accordance with ASTM F 88, Seal Strength of Flexible Barrier Materials. The lot size shall be expressed in pouches. The sample unit shall be one pouch. The inspection shall be level S-1 and the AQL, expressed in defects per hundred units, shall be 10.0. Three specimens shall be cut from each of the three sealed sides of each pouch in the sample. The average seal strength of any side shall be calculated by averaging the results of the three specimens cut from that side. Any test specimen failing to meet a seal strength of 3 pounds per inch of width shall be scored a major defect. Any average seal strength of less than 3.5 pounds per inch of width shall be cause for rejection of the lot. Alternatively, the internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table IV, footnote 2/) shall be considered a test failure. Any test failure shall be classified as a major defect and shall be cause for rejection of the lot.

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b. Subassembly/accessory packet pouch closure. The closure seals of the pouches for the accessory packet shall be tested for seal strength in accordance with ASTM F 88. The lot size shall be expressed in pouches. The sample unit shall be one pouch. The inspection level shall be S-1 and the AQL, expressed in defects per hundred units, shall be 10.0. For the closure seal on preformed pouches, three adjacent specimens shall be cut from the closure seal of each pouch in the sample. For the form-fill-seal pouches, three specimens shall be cut from each side and each end of each pouch in the sample. The average seal strength of any side, end or closure shall be calculated by averaging the three specimens cut from that side, end or closure. Any test specimen failing to meet a seal strength of 3 pounds per inch of width shall be scored a major defect. Any average seal strength of less than 3.5 pounds per inch of width shall be cause for rejection of the lot. Alternatively, the internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table IV, footnote 2/) shall be considered a test failure. Any test failure shall be classified as a major defect and shall be cause for rejection of the lot.

E. Packing.

(1) Shipping container and marking examination. The filled and sealed shipping containers shall be examined for the defects listed in table VII. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container fully packed. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for total defects.

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TABLE VII. Shipping container and marking defects

Category		Defect
Major	Minor	
101		Marking missing or incorrect or illegible.
102		Outer flaps do not completely meet, leaving an opening greater than 3/4 inch between flap ends.
103		Inadequate workmanship. <u>1/</u>
104		Missing meal. <u>2/</u>
105		Not three of each menu specified.
	201	Time-temperature indicator missing or not centrally located on panel.
	202	Time-temperature indicator 1/4-inch quiet zone not maintained.

1/ Inadequate workmanship is defined as, but not limited to, incomplete closure of container flaps, loose strapping, inadequate stapling, improper taping, or bulged or distorted container.

2/ Each missing meal is a defect.

(2) Flap closure testing. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container. The inspection level shall be S-2 and the AQL, expressed in terms of defects per hundred units, shall be 4.0. The closure of the four outer flaps of the container shall be tested separately. A 90 degree angular bar with each leg approximately 5 inches long by 3 inches wide by 1/8 inch thick shall be used to test the flap closures. Insert one leg of the angular bar full length under the center of one outer flap. Insertion shall be made through the open slot between the outer flaps. Lift the container vertically by the other leg of the bar until the container is suspended. The complete upper surface of the inserted leg shall be in contact with the inner surface of the flap during the lifting and suspension of the container. Complete separation of the adhesive bond of one or more of the outer flaps, showing no evidence of fiber tear, shall be scored a major defect.

F. Unit load examination. The unit load shall be examined in accordance with the requirements of DSCP FORM 3507. Any nonconformance shall be classified as a major defect.

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## SECTION J REFERENCE DOCUMENTS

### DSCP FORMS

- DSCP FORM 3507 Loads, Unit: Preparation for Semiperishable Subsistence Items
- DSCP FORM 3556 Marking Instructions for Boxes, Sacks and Unit Loads of Perishable and Semiperishable Subsistence

### FEDERAL STANDARDS

- FED-STD-101 Test Procedures for Packaging Materials

### NON-GOVERNMENTAL STANDARDS

#### AMERICAN SOCIETY FOR QUALITY (ASQ)

- ANSI/ASQ Z1.4-2003 Sampling Procedures and Tables for Inspection by Attributes

#### ASTM INTERNATIONAL

- D 1974-98 (2003) Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Boxes
- D 4727/D 4727M-05 Standard Specification for Corrugated and Solid Fiberboard Sheet Stock (Container Grade) and Cut Shapes
- D 5118/D 5118M-05a Standard Practice for Fabrication of Fiberboard Shipping Boxes
- E 96/E 96M-05 Standard Test Methods for Water Vapor Transmission of Materials
- F 88-06 Standard Test Method for Seal Strength of Flexible Barrier Materials
- F 372-99 (2003) Standard Test Method for Water Vapor Transmission Rate of Flexible Barrier Materials Using an Infrared Detection Technique



IN REPLY  
REFER TO

**DEFENSE LOGISTICS AGENCY  
DEFENSE SUPPLY CENTER PHILADELPHIA  
700 ROBBINS AVENUE  
PHILADELPHIA, PENNSYLVANIA 19111-5092**

**DSCP-T**

**THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES.**

**IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.**

**IT IS RECOMMENDED THAT THE PLAN BE INCLUDED AS AN ADDENDUM TO THE SOLICITATION AND NOT PART OF SECTION L.**

**Notes: 1) Vendor Representations for Hub Zone Small Business and Small Disadvantaged Business require SBA certification.**

**2) The features of the former SBA PRO-Net site are now available only via the Department of Defense (DoD) Central Contractor Registration (CCR). The CCR "Dynamic Small Business" function performs the same searches as PRO-Net, and the "Supplemental Pages" will register/update the associated SBA profile if the firm is a small business.**

**THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN.**

## SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flow down clause; reports and records.

**Goals:** expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns that are realistic.

**Administration:** Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

**Description of Efforts:** Describe steps to be taken to ensure equitable opportunities to small, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns.

**Flow down Clause:** Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of \$500,000.

**Reports:** Requirement to submit periodic reports

**Records:** Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your company to submit.

### INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years however separate goals are required for the base year and each option year); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

### MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant-wide or division-wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

**COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:**

This type of plan is submitted on a plant-wide or division-wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan covers the company's production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

**DEFINITIONS**

**SMALL BUSINESS CONCERN:** A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

**HUB Zone:** A historically underutilized business zone is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

**HUB ZONE SMALL BUSINESS CONCERN:** A small business concern that is located in an "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUB Zone. Status as a qualified HUB Zone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUB Zone small business, it will issue a certification to that effect and will add the company to the List of Qualified HUB Zone Small Business Concerns on its Internet site at [www.sba.gov/hubzone](http://www.sba.gov/hubzone). The concern must be listed to be considered a HUB Zone small business concern. The HUB Zone application can be obtained from the same web site. HUB Zone certification will also appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov) "Dynamic Small Business Search."

**SMALL DISADVANTAGED BUSINESS CONCERN (SDB):** A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under

**DEFINITIONS**

the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

Application for SDB certification can be obtained at [www.sba.gov/sdb](http://www.sba.gov/sdb). SDB certification will appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov) "Dynamic Small Business Search."

**WOMAN-OWNED SMALL BUSINESS CONCERN:** A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women.

**SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN**

(1) A small business concern –

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

**VETERAN-OWNED SMALL BUSINESS CONCERN**

A small business concern –

- (i) not less than 51% 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% of the stock of which is owned by one or more veterans; and
- (ii) the management and daily operations of which are controlled by one or more veterans.

**SUBCONTRACT:** Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

**SUBCONTRACTING PLAN**

Date: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SOLICITATION #: \_\_\_\_\_

END ITEM/SERVICE \_\_\_\_\_

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

\_\_\_\_\_ Plant/Distribution Site

\_\_\_\_\_ Division

2. Commercial Subcontracting Plan

\_\_\_\_\_ Plant/Distribution Site

\_\_\_\_\_ Division

3. \_\_\_\_\_ Individual Contract Plan Total Contract Dollar Value \_\_\_\_\_

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: \$ \_\_\_\_\_

In accordance with FAR Clause 52.219-9 – The offeror’s subcontracting plan shall include, at a minimum, the following:

- 1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.
- 2. The suggested format for percentage and dollar goals follows:

	<u>DOLLARS</u>	<u>PERCENT</u>
Total to be Subcontracted	\$ _____	_____ %
A. To Large Business	\$ _____	_____ %*
B. To Small Business	\$ _____	_____ %*
1. To Veteran-Owned Small Business**	\$ _____	_____ %*
2. To Service-Disabled Veteran-Owned Small Business**	\$ _____	_____ %*
3. To HUB Zone Small Business**	\$ _____	_____ %*
4. To Small Disadvantaged Business**	\$ _____	_____ %*
5. To Women-Owned Small Business**	\$ _____	_____ %*

\* Divided into Total to be Subcontracted  
 \*\*Subset of B

- 3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify which of those supplies and services will be provided by (a) small business(SB), (b) veteran-owned small business(VOSB), (c) service-disabled veteran-owned small business(SDVOSB); (d) HUB Zone small business(HBZSB), (e) small disadvantaged business(SDB)and (f) and women owned small business(WOSB).
- 4. A description of the method used to develop the subcontracting goals in item 2 above.
- 5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SBA PRO-Net information accessed at the DoD Central Contractor Registration [www.ccr.gov](http://www.ccr.gov) "Dynamic Small Business Search", veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUB Zone small business, small disadvantaged business and women-owned small business concern trade associations). Information referenced in the supplemental pages to the CCR's "Dynamic Small Business Search" can be relied upon as an accurate representation of a concern's size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business source list. Use of the CCR "Dynamic Small Business Search" as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women-owned small business concerns.
7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts. (This element shall include, but shall not be limited to, the following:)

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

- a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.
  - c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned business concerns.
  - d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUB Zone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.
9. Assurances that the offeror (i) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
  10. Assurances that the offeror will (i) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on

subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontractors agree to submit Standard Forms 294 and 295.

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

- a. Source lists (i.e., CCR "Dynamic Small Business Search), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.
- b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B) Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUB Zone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) women-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, or women-owned small business concern.
- d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUB Zone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.
- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor.  
Contractors having company or division-wide annual commercial plans need not comply with this requirement.

**g. SUPPLEMENTAL INFORMATION**

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- a. Establish a subcontracting goal of 5% for small disadvantaged businesses.
- b. Identify efforts to provide technical assistance to SDB's.
- c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

SIGNATURE: \_\_\_\_\_  
(EXECUTIVE OF COMPANY \*)

TYPED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
DATE: \_\_\_\_\_

PLAN ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(CONTRACTING OFFICER)

AGENCY: \_\_\_\_\_

\* THE INDIVIDUAL SIGNING THE PLAN SHOULD BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT \$ \_\_\_\_\_

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE. \_\_\_\_\_

Revised: 11/04

**INTEGRATED PEST MANAGEMENT (IPM) PROGRAM REQUIREMENTS FOR  
OPERATIONAL RATIONS\***

**APPLICABLE TO ALL OPERATIONAL RATIONS\***

**1 DECEMBER 1998**

**I. Scope and Applicability**

A. These IPM program requirements are applicable to contractors and/or subcontractors (both subsequently referred to as contractors) who manufacture, store, assemble, or ship Government Furnished Materials (GFM) and/or Contractor Furnished Materials (CFM) used in the production and/or assembly of operational rations. Contractors supplying other than subsistence items for the Operational Rations programs are exempt from the specific requirements contained in this document. 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.

1. Contractors are required to submit a single comprehensive written 'master' IPM program, containing all required supporting documentation, for each facility they intend to use for the processing, assembly, or storage of components and end items or final assemblies. The 'master' program will be tailored to address any unique aspects of the facility to which it pertains and will follow the format of the IPM program requirements as described in Paragraph III. of this document. All IPM programs will be submitted through the Contracting Officer for evaluation by a DPSC entomologist.

2. Once approved, each facility specific 'master' IPM program will remain in effect for one (1) year from the date of approval. Upon expiration of the 'master' program, a written request for program renewal, to include all modifications and updated supporting documentation (see paragraph V.), must be submitted to the Contracting Officer for approval by a DPSC entomologist. At no time will a contractor facility be allowed to participate in an Operational Rations program without a current and approved IPM program. Requests for program modifications may be made at any time but must apply to the previously approved 'master' IPM program currently in effect. The currently approved 'master' IPM program may be extended to cover any new contracts awarded during the course of the one (1) year life of the program. Requests for coverage of new contracts must be submitted in writing through the Contracting Officer for approval by a DPSC entomologist. Contractors new to the Operational Rations programs, or those reentering after a hiatus, will be required to submit initial 'master' IPM programs in conjunction with the solicitation process whenever it may occur.

B. Contractors involved in any aspect of an Operational Rations program shall comply with the Federal Food, Drug, and Cosmetic Act and the Federal Insecticide, Fungicide and Rodenticide act as amended, and any regulations promulgated thereunder.

C. An approved written 'master' 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 insure 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 must be addressed in the written program to be submitted for approval prior to contract award. All program elements must be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing through the Contracting Officer for consideration by a DSCP entomologist.

### **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 DPSC. 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.

**\*NOTE:** A separate Sanitation Program is required as described in "Contractor Sanitation Program - Operational Rations", dated December 1998.

**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. Periodic facility walk-through sanitary inspections are encouraged 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 dated December 1998.

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.

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

b. Trap monitoring will be accomplished jointly by contractor and pest control subcontractor personnel with collection results verified by an in-plant Government representative. Insect specimens collected from pheromone traps will be submitted by the Government representative directly to DSCP-HROS for identification. Reporting of negative results is not required. The contractor will provide all necessary collection and packaging materials and postage for the submission of specimens.

c. All other insect specimens collected from within contractor facilities during the course of contract operations, exclusive of pheromone traps and electrocution devices, will be submitted by a Government representative to DSCP-HROS for identification.

#### 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 all persons applying "Restricted Use" pesticides on the premises will be provided. Similarly, legible copies of product labels for any "Restricted Use" pesticide proposed for use will be provided, along with a narrative description for each pesticide to include, the intended site(s) of application, application method(s), proposed application frequency, and the % active ingredient in the finished formulation. Material Safety Data Sheets (MSDS) are not required and are not acceptable in lieu of product labels.

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 all persons applying "General Use" pesticides on the premises will be provided, if not commercially certified as above. Similarly, legible copies of product labels (not MSDS's) for any "General Use" pesticide proposed for use will be provided, along with a narrative description of the intended site(s) of application, application method(s), proposed application frequency, and the % active ingredient in the finished formulation.

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. A detailed narrative of the intended uses will be presented in the program as stated above. 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 on-site 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 Inspector-in-Charge (IIC).

**NOTE:** In no case will product, pouches, meal bags, 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. Rodenticide use descriptions and labels will be submitted as requested in the above paragraph. 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 DSCP 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. The source of the capability and a copy of the subject certification will be provided.

**NOTE:** Retorted and pouch sealed components, as well as final assembled rations, will not be fumigated unless authorized by a DSCP entomologist.

#### **IV. Required Notifications**

A. Intended changes, additions, deletions, or other proposed modifications to any aspect of an approved 'master' IPM program will be submitted to the Contracting Officer for evaluation by a DSCP entomologist before implementation.

B. A DSCP entomologist will be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic notification through the Contracting Officer is required.

C. Contractors will be notified of unfavorable insect surveillance results, as they are determined. A contractor generated corrective action reply, describing what actions are being taken to correct the unfavorable situation, will be required.

#### **V. Required Attachments/Inclusions**

A. Copies of pesticide use logs/service reports for the six (6) month period immediately preceding receipt of the solicitation to which the 'master' IPM program applies will be submitted. Each written request for IPM program renewal will also include use logs or services reports for the previous six (6) months, as well as any program updates or modifications.

B. Copies of current applicator licenses or certification appropriate.

C. Pesticide labels as described above.

D. Pesticide use narratives as described above.