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ACR-M-001
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Addenda to 52.212-4 Contract Terms and Conditions -Commercial Terms

TECHNICAL DATA FOR MEAL, COLD WEATHER

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, 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.

Quality Assurance Provisions.

The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are required.

A. Packaging examination.

(1) Accessory packet. Material shall be certified by a certificate of conformance or by laboratory 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. Accessory packet defects

Category		Defect
Major	Minor	
101		Not clean. 1/
	201	Effective heat seal closure width less than 1/8 inch at any point.
	202	Tear, nick, notch, or serrations missing; or do not facilitate easy opening; or assembler's seal extends into or below tear, nick, or notch.
	203	Dimensions not as specified.
	204	Tear, hole, or open seal.
	205	Evidence of delamination.
	206	Labeling missing, incorrect, or illegible.
	207	Missing or unserviceable component.
	208	Foreign odor.

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) Assembled meal bag examination. Material shall be certified by a certificate of conformance or by laboratory examination. The filled and sealed meal bags shall be externally inspected and then opened and the components inspected for the defects listed in Table V. The lot size shall be expressed in bags. The sample unit shall be one bag. 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.

TABLE V. Assembled meal bag defects

Category			Defect
Critical	Major	Minor	
1			Tear, hole, or puncture in cheese spread.
2			Swollen cheese spread pouch.
	101		Menu component missing or incorrect assortment for menu package. 1/
	102		Not clean, the meal bag or any of the outer packaging of its contents. 2/
	103		Foreign odor.
	104		Meal bag or component labeling missing, incorrect, or illegible.
	105		Tear, hole, puncture, or open seal in component packages.
	106		Loss of vacuum in vacuum packaged components. 3/
	107		Crushed or broken component.
	108		Broken spoon.
	109		Candy not in barrier pouch.
		201	Tear notch or slit missing or not as specified.
		202	Tear, hole, open seal, or split in meal bag.
		203	Tear, hole, puncture, or open seal in accessory packet bag.
		205	Inverted "V" shaped peel indicator missing or not located as specified.
		206	Color, when used, incorrect.

1/ Hot sauce shall be either loose in meal bag or packed in the accessory packet.

2/ 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.

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.

3/ When vacuum retention cannot be determined visually by obvious cling of the bag walls to the contents, retention shall be verified by testing as specified in the Packaging Requirements and Quality Assurance Provisions for Dehydrated Product in a Brickpack Pouch.

(3) Seal strength testing. Seals of the meal bag and 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 bags or packets. Sample unit shall be one sealed bag or packet. The inspection level shall be S-1. The results shall be reported to the nearest 0.1 pound per inch of width. Any result failing to meet the requirements of D-1,A (1) for meal bag or D-1,A (2) for accessory packet shall be cause for rejection of the lot.

B. Packing.

(1) Shipping container examination. The filled and closed shipping container shall be examined for the defects listed in Table VI. 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.

TABLE VI. Shipping container defects

Category		Defect
Major	Minor	
101		Marking missing, incorrect or illegible.
102		Missing ration.
103		Not one of each menu specified.
	201	Not packaged or arranged as specified.
	202	Time-temperature indicator missing or not located as specified.

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Addenda to 5 2.212-4 Contract Terms and Conditions – Commercial Items

ASSEMBLY AND COMPLEMENTARY CFM COMPONENTS

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

NOTE: In any Performance-Based Contract Requirements, delete wherever found "The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are recommended." And substitute "The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, **are required**."

E-1. 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:

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.

E-1-A. Quality Assurance Requirements for Ration Production Plants (MRE, MCW/LRP, Tray Pack, etc.) and Ration Sub Assembly and Assembly Plants.

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

The contractor shall model the documented QSP after ISO/ANSI/ASQC Q9002, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQC Q9002. The contractor shall identify the quality standard used to model their QSP. If the contractor proposes an alternate (i.e., non-standard) process control system, this shall be clearly stated in the QSP. Some contractors may have third party certification of their quality system, which the private sector devised to administer the ISO series standards. However, third party certification by any third parties, to include Government certifications, is not required. Whether or not contractors want to use third party certification is completely optional on their part. Although certification information may be provided as documentation and evidence to support the system proposed by the contractor, third party certification/registration documentation is not a 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 the Operational Rations Documented QSP Evaluation Workbook I):

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. STORAGE AND HANDLING
    1. Pest Management and Sanitation Program (may be submitted or addressed separately)

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2. Handling, Storage, Packaging, Preservation, and Delivery Program
3. Product Identification and Traceability Program
4. Control of Nonconforming Product

VI. PURCHASING AND CONTRACT REVIEW
VII. RECEIPT INSPECTION AND TESTING
VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING (IAW DLAR CLAUSE 52-246-9002 MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTION)
IX. REGULATORY CONTROLS (as applicable to the plant USDA-FSIS, FDA, GMP, ETC.)
X. STATISTICAL PROCESS CONTROL TECHNIQUES (IAW SPC QAP)
XI. END ITEM INSPECTION AND TESTING (IAW Item specifications, ANSI/ASQC Z1.4, ETC.)
XII. INTERNAL AUDITS
XIII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM
XIV. THE COST OF QUALITY (Optional)

The QSP will be evaluated by DSCP-HROS' System Audit Team and the Government In-Plant QAR assigned to perform Government QA at the contractor's plant. DSCP-HROS' Systems Audit Team and the Government QAR will use the Operational Rations Documented QSP Evaluation Workbook I (in conjunction with the standard or other document identified in the contractor's QSP) as the basic framework against which they will evaluate QSPs. The QSP Evaluation Workbook I was developed to standardize the evaluations of documented QSPs (developed using ISO/ANSI/ASQC Q9002, 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 the In-Plant Government QARs (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-HROS.

Offerers/Contractors can request a copy of the Operational Rations Documented QSP Evaluation Workbook I by contacting their Contracting Officer or the DSCP-HROS' Systems Audit Program Manager. DSCP-HR 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 requirements 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, to lower cost through 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 which 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

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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 Statistical Process Control Quality Assurances Provision (SPC QAP) and the DLAR Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection are applicable, the documented QSP must address the areas covered in the Provision and or Clause regardless of the standard selected/used by the contractor to develop their system. Redundant areas/requirements (cited in the MPC Clause or the SPC QAP) need only be addressed once in the QSP and must encompass the requirements of the most stringent document. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1 or ISO 10012-1).

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. **SPC techniques are optional** for the following items: Bulk-packed crackers (MIL-C-44112) and oatmeal cookies, chocolate covered (MIL-C-44072), beverage bases, cheese spreads, peanut butter, jellies/preserves, cocoa beverage, and nut raisin mix.

B. The following items are exempt from the Higher Level Contract Quality Requirements, MPC IAW Clause 52.246-9001 and the SPC QAP: Accessory package components, hot sauce, bulk packed items (beef snacks; cereal treats; chocolate sports bar: 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); sandwich crackers; flavored coffees (CID AA-20336), sauces (CID AA-10335, CID AA-20259), and bulk packed items procured using the commercial components solicitation (e.g., candies). However, this does not prohibit the prime contractor from requiring it from their subcontractors on their own accord. In addition, starches, candies, snack items, and beverages procured using commercial item descriptions for assembly into MCW/LRP are exempt. Bulk packed, as used in this paragraph, means packing prior to finished MCW/LRP component packaging.

Except for SPC, these exemptions do not apply to finished product packaging processes (i.e. trilaminate packaging). These exemptions do not prohibit the prime contractor from requiring specific quality control programs from their subcontractors 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-HROS, through the Contracting Officer, for review no later than at time of bid submittal to determine if the QSP meets the acquisition needs. The QSP shall be DOCUMENTED, DATED, AND SIGNED BY A RESPONSIBLE COMPANY OFFICIAL and WILL BE DISTRIBUTED UNDER COMPANY LETTERHEAD TO THE ADDRESSEES BELOW:

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1. ONE COPY SHALL BE MAILED (NO LATER THAN AT TIME OF BID SUBMITTAL) TO:

   DEFENSE SUPPLY CENTER PHILADELPHIA
   ATTN: DSCP-HROS (to the Systems Audit Program
   Manager through the Applicable Contracting Officer)
   700 ROBBINS AVE., BLDG 6
   PHILADELPHIA, PA 19111-5092

2. **USDA-AMS**: WHEN USDA IS RESPONSIBLE FOR INSPECTION, ONE COPY SHALL BE **MAILED PRIOR TO THE INITIATION OF PRODUCTION** TO EACH OF THE FOLLOWING USDA OFFICE:

a. HEAD, DEFENSE CONTRACT INSPECTION SECTION
   USDA,AMS,FFV,PROCESSED PRODUCTS BRANCH
   1400 INDEPENDENCE AVE. SW
   STOP 0247, ROOM 0726, SOUTH BLDG.
   WASHINGTON, DC 20250

b. THE APPROPRIATE USDA-AMS INSPECITON OFFICE (WESLACO, EAST POINT, NOTH BRUNSWICK, SOUTH BEND, RICHMOND, ETC.). THE CONTRACTOR/ SUBCONTRACTOR SHALL CONTACT THE APPLICABLE AREA OFFICE OR USDA-DCIS FOR THE ADDRESS.

3. **US ARMY VETERINARY SERVICES**: WHEN THE ARMY VETERINARY INSPECTORS (AVI) ARE RESPONSIBLE FOR INSPECTION OF ASSEMBLY CONTRACTS, ONE COPY SHALL BE **MAILED PRIOR TO THE INITIATION OF PRODUCTION** TO:

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

4. **DCMAO**: WHEN DCMAO IS RESPONSIBLE FOR INSPECTION, ONE COPY SHALL BE **MAILED PRIOR TO THE INITIATION OF PRODUCTION** TO THE APPROPRIATE DCMAO OFFICE (CONTRACTOR/SUBCONTRACTOR SHALL CONTACT THE AREA DCMAO OFFICE IF DCMAO IS NOT ONE OF THE FOLLOWING OFFICES):

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

   DCMAO DAYTON
   1507 WILMINGTON PIKE
   DAYTON, OH 45444-5300

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5. ONE COPY SHALL BE PERSONALLY DELIVERED TO THE RESIDENT INSPECTOR/QAR (USDA-AMS, DCMAO OR AVI AS APPLICABLE) **PRIOR TO THE INITIATION OF PRODUCTION**

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 do so may result in DSCP-HROS not including the comments in Government joint evaluations. Government QARs are also required to report quality systems noncompliances within one working day using the Corrective Action Request (CAR) Form. QSP evaluation and CARs shall be faxed to the DSCP-HROS Systems Audit Program Manager at fax number (215) 737-0379, e-mail asanders@dscp.dla.mil, or mailed to the following address:

DEFENSE SUPPLY CENTER PHILADELPHIA
ATTN: DSCP-HROS (Systems Audit Program Manager)
700 ROBBINS AVENUE
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, the areas covered in the SPC QAP and DLAR Clause 52-246-9001 as applicable, or if it is determine that the plan as presented will result in an increase in the consumer's risk, production of nonconforming products or does not meet specification requirements/acquisition needs), the Contracting Officer, at his/her discretion, may provide the contractor with DSCP-HROS evaluation comments as to cause(s) of rejection and with an opportunity to resubmit the 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 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, a rating of either acceptable, marginally acceptable or unacceptable will be assigned to the QSP and the contractor will be provided with an opportunity to submit changes to improve the plan throughout the life of the contract. DSCP-HROS, through the Contracting Officer, assigns QSP ratings and approves or disapproves changes to the QSP. However, to expedite the evaluation process, all QSP changes shall be simultaneously provided to the in-plant GQAR and a copy mailed to DSCP-HROS and each applicable officer for their review. The GQAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DSCP-HROS after the contractor submits the change to DSCP. The contractor's documented QSP is considered a living document. Implementation, compliance, effectiveness, and continuous improvement of the QSP and the implemented quality system will be monitored by on-site quality systems audits conducted throughout the life of the contract by DSCP-HROS Systems Audit Team and a representative form the applicable Inspection Agency and evaluation by the In-Plant Government QAR.

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

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).

E-1-A-2. The following DLAR 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 Q9002, or equivalent standards with process controls, and is applicable when the contract requires a higher level quality system in accordance with FAR 46.202-4. The contractor shall:

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

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

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

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

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

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

(End of Clause)

E-1-A-3. The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract:

QUALITY ASSURANCE PROVISION
Statistical Process Controls
DSCP-H-94-001

Quality Assurance Provision (QAP) - Statistical Process Controls (SPC). The requirements of this QAP shall be addressed in the Documented Quality System Plan (QSP) when applicable. Redundant areas/requirements cited in this QAP and the MPC Clause need only be addressed once in the QSP and must encompass the requirements of the most stringent document.

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.

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 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 (Element X) and included with the proposal, when applicable. Failure to do so may result in rejection of the offer.

E. Exclusion of SPC plan submission:

1. Offerers who consider themselves eligible for exclusion of the documented SPC submission, 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; the applicable item nomenclature and National Stock Number(s); the date of the documented QSP plan to include revisions; the Government approval authority and date; and the Government office(s) where the documented QSP plan is maintained. In addition, only applicable QSP changes/revisions/updates 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 SPC techniques were previously submitted and found acceptable (in a QSP previously submitted and maintained by DSCP-HROS), the offerer shall certify that the processes are in a state of statistical control, and that the products produced conformed completely to contractual requirements.

II. SPECIFIC REQUIREMENTS:

A. The offerer shall identify the characteristics to be controlled using SPC 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 optional Element XIV). 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. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to contractual requirements. In addition to the characteristics identified by the offerer, the following characteristics designated by the PCO will be controlled using SPC techniques or other alternate controls. Alternate controls to SPC must be clearly identified and cross- referenced in Element VIII of the QSP (alternate control procedures shall be submitted to the PCO for his approval):

1. For Thermostabilized or Hot Filled Items: (1) Tri/Quadlaminate pouch integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) (2) Metal tray pack can-seam integrity, (3) Polymeric tray and Tri/Quadlaminate lid integrity as cited in MIL-PRF-32004, and (4) 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 and the contractor's Processing Authority shall be clearly identified in the documented QSP (Section IX).

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2. For Water Activity Stabilized Items: (1) Tri/Quadlaminate pouch integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) (2) Metal tray pack can-seam integrity, (3) Polymeric tray and can lid integrity as cited in MIL-PRF-32004, and (4) All water activity stabilized items - control of water activity, and oxygen scavenger placement. These control points shall be identified by the manufacturer and shall be provided as part of the SPC techniques.

3. Flameless Ration Heater (FRH): The FRH pad compound formulation and those processes that affect the uniformity of the pad matrix formulation and performance of the pad. The critical control points will be identified by the manufacturer of the FRH and provided as part of the SPC techniques.

4. Sub Assembly and Assembly Operations: The use of SPC and/or MPC is required, however, application of SPC techniques and/or MPC IAW Clause 52.246-9001 for the assembly and sub assembly processes shall be determined by the Sub Assembler or Assembler by performing a pareto analysis. **NOTE:** The critical control points for the assembly and subassembly processes will be identified by the assembler. The assembler/ sub assembler shall identify the type of controls (MPC, SPC, or both) being applied for each process identified.

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

a. Cheese spreads, peanut butter, jellies/preserves, cocoa beverage, nut raisin mix, and bulk-packed crackers (MIL-C-44112) and oatmeal cookies, chocolate covered (MIL-C-44072), **are exempt from the SPC techniques only**.

b. The following items are exempt form the Higher Level Contract Quality Requirements, MPC Clause 52.246-9001 and this QAP: The accessory package components, hot sauce, bulk packed items (beef snacks; cereal treats; chocolate sports bar; chow mein noodles; fruit bars (CID AA-20212); granola bars; cookies (CID AA-20295, PCR-C-031, PCR-C-046); peanuts, roasted; snacks (PCR AA-20195); sandwich crackers; flavored coffees (CID AA-20336); sauces (CID AA-20335, CID AAA-20259); and items procured using the commercial components solicitation (e.g., candies). Bulk packed, as used in this paragraph, means packing prior to finished component product packaging. In addition, starches, candies, snack items, and beverages procured using commercial item descriptions for assembly into MCW/LRP are exempt.

Except for SPC, these exemptions do not apply to finished product packaging processes (i.e. trilaminate packaging). These exemptions do not prohibit the prime contractor from requiring specific quality control programs from their subcontractors on their own accord.

6. The offerer shall identify in writing any changes to the characteristics initially identified (either offerer or Government designated), to be controlled using SPC to the PCO for review and determination of acceptability.

B. The SPC techniques will be evaluated as part of the documented QSP for the firm or firms eligible for award. The SPC program will be evaluated to determine if:

1. The plan addresses all required elements.
2. The information required is clearly identified.
3. Each element is adequately explained.
4. The contents of the documented QSP are adequate and will assure the successful implementation of SPC at the contractor's and/or subcontractor's (as applicable) plant.

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NOTE: Evaluation of the documented QSP (and the SPC program) may require the Government to visit the contractor's and/or subcontractor's (as applicable) plant.

C. The PCO has final approval/rejection authority (based on recommendation provided by DSCP-HROS) of the documented QSP and the SPC techniques. Unacceptable or seriously deficient documented QSP may preclude the offerer from receiving an award. However, the PCO may permit an offerer to revise a deficient QSP provided it is reasonably capable of being made acceptable. Failure to negotiate an acceptable QSP may also preclude the offerer from receiving an award.

D. After award of the contract, the PCO will provide a copy of DSCP-HROS' QSP evaluation and rating sheet to the applicable contractor and the In-Plant Government QAR.

E. SPC Program: The SPC program shall cover, as a minimum, the following (this information may be covered under Element X or other applicable element of the QSP):

1. The characteristics (as designated by the Offerer and/or the Government) to be controlled using SPC techniques.
2. Operations where SPC will be implemented.
3. SPC methods to be applied.
4. Process capability studies to be completed.
5. Methods for control of vendor quality.
6. The sample size and frequency of measurements.
7. The criteria to be used in modifying sample size and frequency of measurements.
8. The audit procedures used to validate the accuracy, adequacy and interpretation of control charts.
9. Training and qualification requirements for personnel involved in SPC.
10. Criteria for determining an out-of-control condition.
11. Identification of personnel (by position) responsible for performing measurements and corrective actions.
12. General policy for applying SPC along with goals and commitment.
13. Documents and records utilized in the SPC program.
14. The corrective action procedures to be used and actions to be taken upon statistical signal of an out-of-control condition.
15. Documents that are the basis for their SPC program.
16. SPC structure within the corporation.
17. Test/measurement equipment calibration and control.

F. Structure: The SPC plan should be structured to cover the following areas (the information may be covered under Element X or other applicable element of the QSP):

1. **Policy/Scope**:

   a. Applicability:
   - What is the contractor's policy for applying SPC?
   - What are contractor's goals and commitments regarding SPC and continuous process improvement?

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- May also discuss alternatives to SPC that have successfully reduced/prevented the production of defects.

b. Applicable documents: List of documents that are the basis for the SPC program including, internal audits, text books, standards, and or Government documents.

2. SPC Management Structure (the following information may be covered under Element I or other applicable elements of the QSP):

a. SPC structure within the corporation. Include the relationship of quality to manufacturing and to the overall organizational structure.

b. Delineation of SPC responsibilities by position (who does what and when)?
- Who performs inspections?
- Who has responsibility and authority for acting on problems?
- Who decides on corrective action?
- Who implements the corrective action?
- Who performs audits?
- Who maintains control charts?

3. SPC Training: (the following information may be covered under Element II of the QSP):

- Delineate types and extent of training (academic, OJT, etc.) for various personnel disciplines.
- Who, how much, and where?
- Is there a certification/qualification procedure?

4. Vendor/Subcontractor/Purchase Controls (the following information may be covered under Element VI or other applicable element of the QSP):

- Are suppliers required to use SPC?
- To what extent are vendor's policies consistent with in-house policies and procedures?
- How is it determined that suppliers have adequate controls to assure no defectives are produced or delivered?
- Auditing - what, how often and to what standard?
- How are vendors' SPC programs approved?

5. Manufacturing Controls: (IAW DLAR Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection as applicable. The following information may be covered under Element VIII of the QSP):

- Delineate each manufacturing process (sequenced in relation to the processes flow or chain of events from ingredients to final shipment), the characteristic controlled, the control measures, and the location, type and number of machines involved in each process of the manufacturing system. **NOTE:** The description shall be sufficient to allow a reviewer

unfamiliar with the item to properly assess the applicability of the control measures being proposed.
- How does SPC influence/feedback to set up and control of manufacturing machines and product?

6. Statistical Process Control Procedures (General):

a. Criteria for use of SPC -
- How is it determined which processes are appropriate for use of SPC?
- Are there different criteria for critical, major, minor characteristics?
- What actions are taken if SPC is not deemed appropriate for a particular process?

b. Process capability studies (application): A capability study must be conducted to determine the relationship of the natural manufacturing variability to the specified tolerance for each characteristic specified.
- When are the studies to be performed, in relation to award of contract?
- What is trying to be controlled with the use of the SPC techniques?
- What sampling rationale is to be employed, in terms of location, stratification and sample sizes?
- How is the shape of the distribution determined?
- How is the standard deviation of the individuals calculated?
- What is to be done if normality does not apply?
- What criteria will be used to characterize capability?
- What is the policy when capability is determined to be poor or marginal?
- Give your definition of "poor" and "marginal".
- What will be done if the process proves to be not capable or not in control?

c. Control chart, policy:
- Types of charts and rationale for use.
- How limits are established.
- How limits are adjusted and how often.
- Criteria for action: out-of-control process.
- Criteria for action: nonconforming product.
- Criteria for sample size/frequency.
- General policy: production rate vs. inspection frequency.
- General policy: redundant actions (identical machines, identical stations).
- Policy for establishing rational subgroups.
- How is the process defined (i.e., is data sufficiently stratified?)
- SPC corrective actions/failure analysis program. Include typical actions to be taken by inspectors, operators, supervisors, and management.
- Are pertinent facts recorded on control charts (such as when raw material supply is changed).

d. Computer hardware/software used for SPC (if applicable).

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7. Test/Measurement Equipment Calibration and Control:
Describe general policy for measurement and test equipment especially in regard to the use of SPC (this information may be covered under Element IV of the QSP).

8. SPC Auditing and Review Procedures (the following information may be covered under Element XII of the QSP):

- Audit of inspection accuracy (verification, inspection).
- Audit of control charting procedures.
- How is it determined that the charts are accurate and adequate?
- Discussion of how charts are kept, actions recorded, audit trails maintained, etc.)
- Reviews: Who participates? How often held? What will be discussed?

9. 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. (This information may be covered under Element III of the QSP).

G. The offerer/contractor agrees to maintain current, and make available, all documents/records required by the SPC QAP and 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).

1. The contracting officer may, at any time during the life of the contract, withdraw acceptance of the documented QSP plan whenever the Government's evaluation or verification determines the system to be ineffective in supporting the quality requirements cited in the detailed specifications or in meeting other contractual requirements.

2. If there is any discrepancy between the contractor's documented QSP or the quality system implemented, the contract requirements (item specification and other requirements cited in the contract) shall take precedence.

H. When processes reach a state of statistical control and the product conforms completely to all contractual requirements, the offerer may petition the PCO, through the applicable CAO/IA for Government verification skip lot inspection and/or to reduce the contract acceptance sampling requirements. Previous contractual acceptance sampling criteria will not be changed until the PCO provides written approval to do so. The Government reserves the right to return to the original acceptance sampling requirements at any indication of a loss of process control or a degradation in the product conformance to contractual requirements (such as, but not limited to contractor requests for waivers and/or deviations and any other type of valid product or quality system nonconformance).

I. The documented QSP shall be documented, dated, and signed by a responsible company official, and will be distributed under company letterhead as indicated in paragraph E-1-A-1 "Higher Level Requirement - Quality Systems Plan (QSP)". The contractor is required to incorporate the requirements of this SPC QAP in the documented QSP (Element X and or cross-reference the required information within other elements of the QSP as applicable).

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E-1-A-4. The contractor's assembly Documented QSP and implemented Quality Systems Plans, when AVI inspection is required, are to be verified by the cognizant element of U.S. Army Veterinary Command in accordance with the regulations of the respective agency, the Operational Rations Documented QSP Evaluation Workbook I, and the particular requirements detailed in the contract.

E-1-A-5. AVI inspection is required for the sub assembly packaging, at the assembly plant, of all MCW/LRP components that are packaged into their finished component packaging at the assembler's plant (with the exception of dairy shake powder, oatmeal cookies, chocolate covered, and nut raisin mix), accessory bags, menu sub assembly packs, and MCW/LRP final assembly, i. e., MCW/LRP 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 shake powder (PCR-D-002), oatmeal cookies, chocolate covered (MIL-C-44072) or nut raisin mix are packaged into their finished component packaging at the assembler's plant, in-process and final inspection will be under the requirements of contractor-paid USDA,AMS,FV,PPB inspection.

Note: Items procured in accordance with Commercial Item Descriptions include such items as AA-20090 (oatmeal), AA-20098 (beverage bases, powdered), AA-20108 (cream of wheat cereal), AA-20164 (peanuts, dry roasted, AA-20177 (candies), AA-20211 (toaster pastry), AA-20212 (fruit bars), AA-20245 (granola bars), AA-20295 (shortbread cookies), and AA-20297 (soup).

E-1-A-6. 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. 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 (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-1-A-7. 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 E-7 "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 E-1-A-8 "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 E-1-A-8 "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, unless otherwise authorized by the Contracting Officer. Examples of valid technical reasons are:

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

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

(B.) 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 "reduced" inspection option for critical defects.

E-1-A-8. 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.

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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.

(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.

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E-1-A-9. 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 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-HRAC and DSCP-HSQ, 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.

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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.

(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-1-A-9-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

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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, 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 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.

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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 Quality Assurance Branch (DSCP-HRAC) 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 current authorized hourly rate, computed to the nearest quarterly hour increment.

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.

E-1-A-10. In the event the assembler is also a manufacturer of component(s) of the MCW/LRP, the requirements of paragraphs E-1-B "Quality Assurance Requirements for Entrees and other Food Components" and E-1-C "Quality Assurance Requirements for Hot Sauce and Bulk Packed Items: Chocolate sports bar; and items produced in accordance with Commercial Item Descriptions (including AA-20090 (oatmeal), AA-20098 (beverage bases (powdered), AA-20108 (cream of wheat cereal), AA-20164 (peanuts (dry roasted), AA-20177 (candies), AA-20211 (toaster pastry), AA-20212 (fruit bars), AA-20245 (granola bars), AA-20295 (shortbread cookies), and AA-20297 (soup))" will apply, as applicable.

E-1-B. Quality Assurance Requirements For Entrees and Other Food Components

E-1-B-1. When the component is to be procured as contractor furnished material (CFM), and 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 for all items procured in

accordance with Performance Contract Requirements (PCRs) and Military Specifications, bulk packed crackers and finished product crackers and chocolate sports bars when finsihed packaging is performed at a facility other than the MCW assembly facility, but excluding bulk packed chocolate sports bars and non-food items.

E-1-B-2. Optional contractor testing is provided by the alternate inspection requirements DSCP Clause 52.246-9P10.

E-1-B-3. 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.

E-1-B-4. The Higher Level Quality Requirements (Quality Systems Plan), Clause 52.246-9001, Manufacturing Process Controls (MPC), and Statistical Process Control Quality Assurance Provisions apply to all CFM food components except as otherwise exempted by paragraphs E-1-A-1, E-1-A-2, and E-1-A-3. The plans shall be prepared, submitted, reviewed, evaluated, and verified in accordance with the provisions cited in paragraphs E-1-A-1, E-1-A-2, and E-1-A-3, above, except that the USDA-AMS F&V Division, Processed Products Branch, Defense Contract Inspection Service (DCIS) shall have cognizance for the support of the Government's Quality Assurance requirements. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract.

NOTE: FAR Clause 52.246-2 and 52.246-11 are applicable to this solicitation and shall be cited to properly enforce the Higher Level Quality Requirements (e.g. ISO/ANSI/ASQC Q9002)

E-1-B-5. Additional Requirements for Crackers (MIL-C-44112)

(A.) Certificate of Conformance. The contractor need only furnish a Certificate of Conformance (COC) for: (a) the moisture content requirement of the component wheat flour, food and drug administration definitions and standards of identity for cereal flours and related products; (b) dried yeast, inactive (vitamin potency); and (c) for component shortening and addition of antioxidants. The Certificate of Conformance for component shortening and addition of antioxidants shall be accomplished by laboratory analysis for AOM stability characteristic. The certificate shall be worded substantially as set forth in DSCP clause 52.246-9P20. The Government reserves the right to verify the COC/laboratory analysis report.

(B.) When the end item is procured as CFM, the following applies: Contractor-paid USDA 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 specification paragraphs are applicable:

(1) At the cracker manufacturer when crackers are bulk packed: paragraphs 4.1 through 4.5.1.1, 4.5.2, 4.5.5, are 4.5.5.2 are required; performance of 4.5.7, 4.5.8, 4.5.9, and 4.5.10 is at the discretion of the contractor.

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(2) At the cracker manufacturer when crackers are unit packed: paragraphs 4.1 through 4.5.2, 4.5.3 through 4.5.5.1, 4.5.6, 4.5.11 are required; performance of 4.5.7 and 4.5.12 is at the discretion of the contractor.

(3) At a unit packager other than the cracker manufacturer or ration assembler: paragraphs 4.1, 4.2, 4.3, 4.5, 4.5.1, 4.5.1.2, 4.5.1.3, 4.5.1.4, 4.5.2, 4.5.2.1, 4.5.3, 4.5.4, 4.5.6, and 4.5.11 are required; performance of 4.5.7 and 4.5.12 is at the discretion of the contractor.

Note: Specification paragraphs cited as at the discretion of the contractor are applicable to this contract, however, the Government QAR need only perform these examinations when requested by DSCP.

(C.) When the end item CFM crackers are packaged by the ration assembly contractor, the inspection criteria cited in the solicitation/contract for the assembly contractor shall apply. In addition to the receipt inspection, the following examinations shall be conducted by the assembly contractor, subject to Government verification

(1) If the cracker bag is the preformed and is contractor (assembler) furnished, examination shall be in accordance with paragraphs 4.5.1, 4.5.1.2 through 4.5.1.4, 4.5.2, 4.5.2.1, 4.5.3 (with Table I – open package examination), 4.5.4, 4.5.6, and 4.5.11.

(2) If the cracker bag is the form-fill-seal bag, contractor (assembler) furnished, examination shall be in accordance with paragraphs 4.5.1, 4.5.1.2, 4.5.2, 4.5.2.1, 4.5.3 (with Table I – open package examination), 4.5.4, 4.5.6, and 4.5.11.

(D.) Cracker End Item Testing. If the contractor does not want to perform end item testing on each finished lot (where paragraph 4.5.11 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 are packaged 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 the current 90 days requirement). If the crackers 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.

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

E-1-B-6. Additional Quality Assurance Provisions for MIL-PRF-44073, Packaging of Food in Flexible Pouches, and MIL-C-595, Cheese Spread, Cheddar (Operational Ration Component).

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 or paragraph 4.5.3, "Filled and sealed pouch examination", of MIL-C-595. These procedures shall be applied to inspection results where critical defects are a determining factor in the rejection of a lot.

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 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 switching procedures given in ANSI/ASQC Z1.4-1993, 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 Z1.4-1993 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 Z1.4-1993 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).

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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 imporove the quality of the submitted product/material, a contractor fials 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 Tightened inspection for critical defects at origin and/or destination when determined to be in the best interest of the Government.

E-1-B-7. Quality Assurance Provisions and Packaging Requirements for Commercial Item Descriptions

Compliance with applicable Commercial Item Description requirements will be determined on the finished product (end item component lot) in accordance with the applicable provisions in the Commerical Item Description, solicitation, contract, or purchase order and the Quality Assurance Provisions and Packaging Requirements for the Commercial Item Description.

E-1-C. Quality Assurance Requirements for Hot Sauce and Bulk Packed Items: Chocolate sports bar and items produced in accordance with Commercial Item Descriptions (including AA-20090 (oatmeal), AA-20098 (beverage bases (powdered), AA-20108 (cream of wheat cereal), AA-20164 (peanuts (dry roasted), AA-20177 (candies), AA-20211 (toaster pastry), AA-20212 (fruit bars), AA-20245 (granola bars), AA-20295 (shortbread cookies), and AA-20297 (soup)).

When the above items are procured as CFM, verification inspection by the Government may be performed at destination in accordance with contract requirements or the contractors QSP receipt inspection provisions and to include, at a minimum, an inspection for count, condition, and identity, the presence of any internal infestation or the presence of foreign material. In addition, the Government may inspect the manufacturer's product at destination by comparison with samples of the manufacturer's product selected from commercial distribution channels or by the provisions of E-9-B. Receipt Inspection of Commercial Item Description Items.

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.

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E-1-D. Quality Assurance Requirements for Packaging and Packing Materials (Assembler and Subcontractor).

E-1-D-1. Assembled MCW/LRP Fiberboard Boxes and Sleeves

In order to ensure delegation of authority for inspection, the following information shall be provided to the Contracting Officer by the contractor after award of the contract and prior to start of production:

Name, address and point of contact of box/liner/sleeve supplier

The following information shall be provided to the contractor by the Contracting Officer at such time as the contractor furnishes the above information:

Name and address of Defense Contract Management Area Office (DCMAO) having inspection cognizance at the fiberboard material supplier's plant. Contractor shall perform or have performed all examinations and tests indicated by the applicable specification(s).

When fiberboard boxes and sleeves are procured as contractor furnished material, FAR Clause 52.246-2, Inspection of Supplies-Fixed-price and ANSI/ISO/ASQC Q9002, Inspection System Requirements (or other industry recognized quality standard that is equal to or better than ANSI/ISO/ASQC Q9002) and DSCP Clause 52.246-9P10, Alternative Inspection Requirements for Selected Items, are applicable to suppliers, including verification by Defense Contract Administration Services (DCAS).

The contractor, through their supplier is responsible for arranging for the following inspections: verification inspection (examination and testing) by DCAS at the plant of manufacture of the packing materials. Large homogeneous production lots as defined in ANSI/ASQC Z1.4-1993 should be used, if possible. Prior to inspection by DCMAO, the processing plant for the packing materials is required to provide three copies of his examination and test reports to the DCMAO QAR which indicate results of all required examinations and tests. DCMAO QAR will review the reports for meeting requirements and completeness. The DCMAO QAR will verify the first three lots of each component produced to establish reliability, for verification testing of MRE, MCW/LRP boxes and sleeves, DCMAO QAR will submit test samples to the Clothing and Textile Laboratory, DSCP Philadelphia, ATTN: DSCP-FQL, 700 Robbins Avenue, Philadelphia, PA 19111-5092, utilizing DD Form 1222, Request for and Results of Tests. One copy of the contractor's test report stapled to a copy of the DD Form 1222 shall be submitted by DCMAO QAR to DSCP Philadelphia, ATTN; DSCP-HSQ, at the same time that the test samples are submitted to the C&T Laboratory. Personnel of DSCP-HSQ will establish reliability of supplier furnished test results for boxes and sleeves and advise the DCMAO QAR when test results are not reliable and/or when warranty action will be initiated on nonconforming supplies. Therefore, it is essential that the DCMAO QAR provide a telephone number for communication on DD Form 1222. Once reliability is established, acceptance shall be based on the supplier furnished inspection results and verification inspection frequency may be reduced from a lot-by-lot basis to a frequency of not less than one lot verified out

of every six lots presented. On all conforming lots of packaging components shipped from the packaging material plant, the DCMAO QAR will sign and stamp the contractor's COC for product verification purposes to accompany the shipments. The AVI will not accept any incoming shipments of components without a copy of the DCMAO QAR's verification on the COC indicating conformity to specification requirements. However, on lots which are not verified under skip lot frequency procedures, the DCMAO QAR will endorse the contractor furnished inspection report and make distribution as stated above.

E-1-D-2. Other Packaging and Packing Materials

Other packaging components (e.g., 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-1-E. Subcontracts

(1.) The provisions of DSCP CLAUSE 52.246-9P17 Government Source Inspection of Components, shall apply to all subcontractors.

(2.) In addition to obtaining consent to inspection from subcontractors, the prime contractor agrees to stipulate the appropriate inspection provisions cited in paragraphs E-1-A, E-1-B, E-1-C, E-1-D, E-7, E-8, E-9, E10, E-11, E12, and E-13 as requirements in the contract(s) with the subcontractor(s).

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

(4.) The prime contractor shall be responsible for the performance of all subcontractors. 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-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.

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E-2-B. The contractor will have a quality assurance program that supports continuous improvement in accordance with paragraph E-1-A above and the particular requirements applicable to the MRE, MCW/LRP, outlined herein for the final assembly of the MRE, MCW/LRP ration, and the finished packaging of chocolate sports bar; accessory bags, and the finished packaging of starches, candies, snack items, and beverages procured using commercial item descriptions for assembly into MCW/LRP, when unit packaging is required.

E-2-C. Government verification inspection shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the Government's Quality Assurance Representative.

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 Z1.4-1993) 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.

E-3. Traceability Requirements

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 MRE, MCW/LRP 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.

E-4. Traceability Examination

Each lot of assembled rations shall be examined to determine compliance with lot traceability requirements prior to shipment. The examination shall be accomplished by using the same sampling plan and

samples examined under paragraph E.,A.,(2) of ACR-M-001. 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-5. 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 maybe 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-6. 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 MCW/LRP finals.

E-7. Rework Of Nonconforming Product Pre or Post Acceptance

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

A. Corrective Action (Rework/Screen Inspections) Taken Prior To Government Verification Inspection (Receipt, In-Process And End-Item Inspections): Unless otherwise specified below, all reworks and screening inspections conducted prior to the Government verification inspection do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. For reworks requiring the Government's approval (as specified below), the contractor may submit a standard rework procedure (SRP), for certain defects, under the contractor's documented QSP section XIII Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DSCP-HRA/HRU, HROS, 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 suppies 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.

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

1. **Insect or Rodent Infestation/Contamination:** Reworks must be approved by HROS' 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 HRA or HRU as 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 HRA or HRU for approval to proceed with the Government end item verification inspection. These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).

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

Note: Deviations (that occur during or prior to the production of a product, such as filled and sealed cans not processed/in the retort within two hours after sealing, etc.) from specific preparation/formulation/ingredient requirements cited in the acquisition documents and 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. **Critical Polymeric Tray and Tri/Quadlaminate Defects/Metal Tray Pack Can Seam:** Reworks must be approved by HRUT. All reworks due to critical defects noted during the Government final lot end item verification inspection, producer's end item inspection, or when the established action number/level (as cited in

the contractor's QSP) is exceeded must be approved by HRUT. Reworked lots will be inspected or re-inspected as applicable, by the GQAR at the location of the rework using the next larger sample size (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

4. **Critical Pouch Defects:** All reworks due to critical pouch defects noted during the Government final lot end item verification inspection, producer's end item 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 HRAA or HRAC unless a 100% open carton rework is conducted at source or at the assembler. All pouches exhibiting same or other pouch integrity defects must be removed during the 100% open carton 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.

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

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 HROS (Systems

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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. 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 applies 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."

E-8. Commingling of Lots

E-8-A. In order to facilitate lot traceability at the assembler's plant, the following is required:

(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 shipment, 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-8-B 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.

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(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-8-B. Mixed Code Lots

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

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

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

(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-8-C 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.

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(2) Whole lots may be split into two portions for separate shipments.
(a) Split lot shipments may be shipped to more than one assembler but not more than two assemblers.
(b) No lot shall be split into more than two 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 inspection 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 and original lot quantity.

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

E-9. Receipt Inspection

E-9-A. Receipt Inspection of Origin Inspected CFM Components.

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

"Receipt examinations for pouch integrity (CFM and GFM) shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread and product packaged in accordance with MIL-PRF-44073. Samples for receipt inspection (200 samples) 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 Z1.4-1993. At no time may the assembler's receipt inspection be more sever 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. 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.

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Grand lotting of more than one production lot of one supplier's homogeneous components within a shipment for the purpose of receipt inspection may be performed, except for pouch integrity as cited above. 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:

Entrees: All types.
Beverage Bases (Powdered): All flavors.
Cakes: All flavors
Cereal and Oatmeal: All flavors.
Crackers: All types.
Fruit Bars: All types.

The reliability of the contractor's receipt inspection system will be determined by the AVI in accordance with paragraph E-1-A-9, "Reliability Conditions" cited above. However, the frequency of verification of the contractor's receipt inspections will remain at the discretion of the Government.

E-9-B. Receipt Inspection of Commercial Item Description Items:

The supplies delivered shall be subject to receipt inspection at destination in accordance with the criteria cited in E-9-A "Receipt Inspection of Origin Inspected CFM Components". At no time may the receipt inspection be more severe than applicable origin inspection criteria. The contractor shall include a special package integrity inspection as part of the QSP for commercial item description items delivered as finished product (i.e. items that do not require trilaminate finished packaging, excluding candies, hot sauce, salt, sugar, and non-food items) to be performed on a skip-lot basis by means of a dry bell jar, desiccator, or similar apparatus. (See footnote 4/ following "Receipt Inspection Table of Defects" below.) This special package integrity inspection is in addition to the normal visual package inspection cited in the QSP. The special package integrity inspection may be conducted at a rate of one in every ten lots delivered, without replacement of lots into the sample pool.

In the event that Government inspection of commercial components is performed, product not having existing origin inspection criteria will be examined by using the inspection criteria and tables cited below. The following tables apply to Government inspection, however, if the contractor so elects, the contractor may voluntarily incorporate these tables into the QSP and indicate their use in the QSP.

(1.) Examination for Condition

The sample unit shall be one primary container. Lot size shall be expressed as number of units per delivery shipment received at one time. The inspection level shall be S-3, normal, single, and AQLs shall be 0.65 for Major B defects, and 2.5 for Minor defects. The inspection level for defects 153 and 154 shall be S-2, normal, single, and AQL shall be 1.5, Sampling shall be in accordance with ANSI/ASQC Z1.4-93

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Receipt Inspection Examination for Condition, Table of Defects 1/		
Category		Defect
Major B	Minor	
151		Not clean. 2/
152		Loss of package integrity, such as tear, hole, open seal or sifter. 3/, 4/
153		Texture, odor, color or flavor change. 5/
154		Broken oxygen scavenger, or pouch does not contain oxygen scavenger (when required). 5/
	201	Marking on shipping case incorrect, missing, illegible or does not represent contents.
	202	Labeling on package missing, illegible or does not represent contents. .

1/ Any evidence of insect or rodent infestation, foreign material or contamination shall be cause for rejection of the lot.

2/ Outer package shall be free from foreign matter which is unwholesome has the potential to cause pouch damage (i.e.,glass metal filings, etc.,) or generally detracts from the clean appearance of the pouch. The following examples shall not be scored as unclean:

a. Foreign matter which represents no health hazard or potential pouch damage and which can readily be removed by gently shaking the pouch or by gently brushing the pouch with a clean, dry cloth.

b. Dried product which affects less than 1/8 of the total surface of one pouch face (localized or aggregate).

c. Water spots.

3/ A sifter is a pouch which loses any amount of contents when shaken vigorously.

4/ Open seals may be determined by placing samples in a bell jar, desiccator, or similar apparatus by which a vacuum may be drawn (use no more than 15 inches of mercury for 30 seconds), after closed package visual examination and prior to open package examination, in order to determine if seals are intact. Any package that does not swell to a tightly distended form shall be classified as a defect.

5/ Open package examination; samples drawn for closed package inspection may be used.

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(2.) Examination for Count per Shipping Container 1/.

Examination shall be in accordance with the inspection criteria and table below. The sample unit shall be one shipping container. Lot size shall be expressed as number of units per delivery shipment received at one time. The inspection level shall be S-1 and AQLs shall be 6.5 for minor defects. Sampling shall be in accordance with ANSI/ASQC Z1.4-93.

Count Examination Table of Defects	
Category	Defect
Minor 201	Less than 95% of specified quantity 1/

1/ The lot shall be rejected if sample data indicates a lot average count less than indicated on the container.

(3.) Examination for Identity

Examination will be performed to determine if the item conforms to the product description cited in "Section C" of this document and is the shipment described on the shipping document. This examination will be done in conjunction with the examination for count set above, using the samples drawn for that examination. However the AQL is not applicable for this examination. The finding of one or more nonconforming containers shall be cause for rejection of the lot.

In addition, inspection shall be performed to determine identity and the presence of any internal infestation. This inspection will be an open package inspection. One package, from each sample case selected for the count examination, will be opened for examination. The finding of one or more nonconforming containers shall be cause for rejection of the lot. This examination will be done in conjunction with the examination for count set out above, using the samples drawn for that examination. However the AQL is not applicable for this examination. Finding of one or more nonconforming containers shall be cause for rejection of the lot.

E-10. DSCP Clauses

52.246-9P01 Removal of Government Identification from Non-Accepted Supplies (JAN 1992) DSCP

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

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52.246-9P09General 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 with contract requirements, the inspector shall report the findings of his inspection to the appropriate DSCP office (Operational 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.

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(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.

(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, 2800 S. 20th St., Philadelphia, PA 19145 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 a USDA agricultural products acceptance certificate (Form LS 5-3), which shall contain the information specified in paragraph (c)(1). The contractor shall also include the applicable lot number(s).

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

(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:

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(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.

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 office. (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 and certification at destination at the contractor's expense.

(e) Lot Identification.

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

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(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 DSCP FORM 3507.

(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.

(b) Compliance of Product.

Acceptance of material as complying with required characteristics shall be based on the contractor's test results provided that government verification indicates contractor's test system is reliable as to each of the required characteristics. Where the contractor's test system is determined unreliable, product compliance will be based solely on government test results. In the event that the government detects irregularity in contractor's testing system, the designated government inspector may withhold approval until government test results indicate product conformance to contract requirements. For Meal, Ready-to-Eat (MRE), Meal Cold Weather (MCW)/Long Range Patrol (LRP) items, if government laboratory test results show that product is nonconforming, although previously approved by the government inspector, the product shall be withheld from final assembly and subject to return and replacement by the component contractor.

(c) Reliability Conditions.

(1) The contractor's testing system will be considered reliable as long as its test results are comparable to the government test results. Unless the government agency having jurisdiction has inspected the item produced at the contractor's plant within the previous 120 days, the inspector will select random samples of the first three lots of end items 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, Directorate of Subsistence, Product Services Office, 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-HS.

(d) Procedures.

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

(1) Reporting of Contractor's Results. Test reports for each lot of end item and components shall be submitted in the format contained in this clause by the contractor in an original and one copy to the designated government inspector. The inspector shall forward one completed copy to DSCP-HS.

(2) Verification Actions. The government shall perform verification testing for food items and component material required by the contract to assure that the contractor's testing results are reliable. Verification samples will be accompanied with a DD Form 1222, Request for and Results of Tests. Copies of the results of testing performed by the government shall be given to the government inspector, and DSCP-HS by the government laboratory that performed the tests. The results of nonconforming lots will be telephoned to DSCP-HS (215-737-4259). 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:

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Sample Tested: (end item or component, indicate by name)
Quantity Tested:
Applicable Specification:
Identification of Lot: (end item or component lot number, as applicable)
Quantity in Lot: (units)
Testing Completed: (date)

Test Report

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

(Typed name and title of laboratory official and signature)

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

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 promptly to DSCP-HS. 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.

(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.

NOTE: If there is any discrepancy between this clause, Reinspection of Nonconforming Supplies (DSCP Clause 52.246-9P15) (JAN 1998)), 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.

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

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

(c) The certificate of conformance should be worded substantially as follows:

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

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

Signature and title of certifying official

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

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

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

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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.

( ) (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.

( ) (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 Establishements for Armed

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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, 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.

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(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.

NOTE: Option 2, 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 Establishements 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:

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(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:

(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 therefor; 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.

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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.

(End of Clause)

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 Z1.4-1993, Sampling Plan and Tables for Inspection by Attributes, which are in effect on the date of solicitation for awards resulting from Invitation for Bids and the date of award for all other contractual actions. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-2 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,

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equitably adjust, under the Changes clause of this contract, the delivery or performance dates and/or the contract price and any other contractual terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after the receipt of the PVT test results.

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

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

(1) The PVT samples will be sent by the Government and at Government expense, to a Government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 working days of 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 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 so 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 Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order. (End of Clause)

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 (GOVERNMENT SPECIFICATION)	(FEB 1999)

The following should be inserted in paragraph (b) of this clause: "ANSI/ISO/ASQC Q9002, or equivalent industry standard, unless otherwise specified, at the election of the contractor (the contractor must indicate preference for one of these standards)"

The following clause is set forth in full text:

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

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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:

Inspection at (X) Contractor's Plant, ( ) Destination, AND Acceptance at (X) 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: _____

E-11. Operational Ration Component Lot Numbers

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 workshift. 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 subsamples from each sublot/subcode during production of the lot), the subsamples must be drawn at random from the sublot and not inspected until all the subsamples are combined to 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-12. 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 by 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-HROS. 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 it own set of rules by which a lot is to be inspected and accepted or rejected. Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each sublot during production of the lot), the subsamples must be drawn at random from the sublot and **not inspected** until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with solicitation Section E 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.

E-13. Periodic Review Samples

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

Six samples will the be sent to:

HEAD, DEFENSE CONTRACT INSPECTION SECTION
USDA,AMS,FFV,PROCESSED PRODUCTS BRANCH
1400 INDEPENDENCE AVE. SW
STOP 0247, ROOM 0726, SOUTH BLDG.
WASHINGTON, DC 20250

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Three samples will be sent to:

COMMANDER
US ARMY SOLDIER & BIOLOGICAL CHEMICAL COMMAND
RESEARCH, DEVELOPMENT, & ACQUISITION ENTERPRISE
ATTN: AMSSB-RCF-F
15 KANSAS STREET
NATICK, MA 01760-5018

E-14. Additional Requirements for Analytical/Nutrient Content Testing

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

E-15. Additional Creamer and Dairy USDA Shake Requirement

For Non-dairy Creamer and dairy shakes, the end item processing plant and all plants providing dairy ingredients to the end item processing plant, must be approved by the USDA, Agricultural Marketing Service, Dairy Programs, Grading Branch, Washington, DC 20250 under 7 CFR, Part 58 prior to the start of production. Contractors are responsible for obtaining such inspection and approval as early as necessary in order to meet contract delivery schedules. For information, please contact the inspection services of USDA-AMS, Dairy Grading Branch, telephone (202) 720-3171 or (630) 790-6920. Note to contracting officer: The proper code for the responsible USDA inspection office is DQ0-31.

E-16. Addition to Nut Raisin Mix Requirement

PCR-N-002 requires that the roasted peanuts are aflatoxin negative. For each roasted peanut lot used in the production of nut raisin mix, the contractor shall provide the GQAR with a Certificate of Analysis (COA) from their roasted peanut supplier and/or a contractor Certificate of Analysis as contractor verification that the roasted peanut lots used in the production of nut raisin mix tested aflatoxin negative after roasting.