CAUTION NOTICE

SOLICITATION NUMBER: SPM3S1-10-R-7070

Wet Pack Fruits (Mixed Fruit, Pears, Raspberry Applesauce, Carbohydrate-Enhanced Applesauce, Mango Peach Applesauce and Spiced Apples

For Use in MRE Assembly Rations Program

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

2. Offerors are responsible for submitting their proposals, and any revisions, and Modifications, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors may use any transmission method authorized by the solicitation (*i.e.*, regular mail, electronic commerce or, facsimile). If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposals are due.

NOTE: E-mail Transmissions are not acceptable for submitting initial proposals. See Section L for additional information regarding the submission of initial proposals.

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

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

4. All offerors must register in "Central Contractor Registration" (CCR) to be eligible for award. See paragraph (k) of 52.212-1 and paragraph (t) of 52.212-4.

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

CAUTION NOTICE (cont)

SOLICITATION NUMBER: SPM3S1-10-R-7070

Wet Pack Fruits (Mixed Fruit, Pears, Raspberry Applesauce, Carb-Enhanced Applesauce, Mango Peach Applesauce and Spiced Apples For Use in MRE Assembly Rations Program

6. This solicitation contains Surge and Sustainment Requirements (listed in Sections L and M) requires all potential vendors to provide company profile, Capability Assessment Plan, and item surge and production data online at the Defense Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS). By submission of its offer, the offeror agrees to accelerate deliveries up to the quantities entered in the table entitled "Committed Time-Phased Surge". A printed copy of the company profile and Capability Assessment Plan (CAP) also must be returned with this solicitation.

The SPIDERS website is **https://spiders.dla.mil/Spiders/Main/Main_Register.asp**. It is a secure web server uses https protocol with 128-bit encryption. New users must register online. SPIDERS is an integrated application developed for the Defense Supply Center Philadelphia(DSCP) to assist readiness analysts in predicting, evaluating and improving the ability of private industry to meet an increase in the Government's demands in a surge situation. Surges in the Government's requirements occur during military operations, humanitarian assistance missions, and domestic or foreign natural disaster relief. Please contact Mr. Nick McGinity at 215-737-4252 if you have any concerns or questions.

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

8. Product shall be procured as an Unrestricted Procurement with HUB-Zone Price Evaluation Preference. Best Value Continuum Procedures, specifically the Tradeoff process, shall be utilized. PDMs are required for this solicitation. See Sections L and M for detailed information. ref. clause

9. For more information, please contact Deborah Veneri, Contract Specialist at (215) 737-7346 or James Lecollier, Contracting Officer at (215)737-3625.

SOLICITATION, OFFER AND AWARD

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

RATING: DOC1

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	SPM3S1-10-R-7070	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		

7. ISSUED BY — CODE SP0300

DIRECTORATE OF SUBSISTENCE DSCP
CONTRACTING AND PRODUCTION DIV
700 ROBBINS AVENUE
PHILADELPHIA PA, 19111-5096

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

Defense Supply Center Philadelphia
Business Opportunities Office
Building 36 Second Floor
700 ROBBINS AVENUE PHILADELPHIA PA, 19111-5096

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in DSCP, Bldg. 36, Bid Opening Room until 03:00 *(Hour)* local time TBD *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)* AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	Deborah F.Veneri, PSPTRC 5	215	737-7346	.	deborah.veneri@dla.mil

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

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

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

AWARD *(To be completed by Government)*

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

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

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* — CODE _____

25. PAYMENT WILL BE MADE BY — CODE _____

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

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

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

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SECTION B - SUPPLIES/SERVICES

B-1. ITEMS TO BE SUPPLIED

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

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

NOTE: Firms should be cautioned that the above listed destinations are for pricing purposes. Some or all of these locations could change with the award of the new MRE contract around November 2010. Actual ordering quantities and shipping information will be provided in individual delivery order (s).Offerors are solicited on an FOB Destination basis only.

Quantity Requirements for Base & Each Option Year

LINE ITEM	ITEM/NSN	Minimum Qty	Estimated Qty	Maximum Qty
0001	Mixed Fruit, Shelf Stable Sweetened, US Grade B or better 4.5 oz. Flexibly packaged, Type V NSN: 8905-01-157-3024	750,000	900,000	2,250,000
0002	Pears, Shelf Stable Sweetened, Sliced or Diced, US Grade B or better 4.5 oz. Flexibly packaged, Type IV NSN: 8905-01-224-6145	750,000	900,000	2,250,000
0003	Applesauce, Shelf Stable with Raspberry Puree, Sweetened, Regular Style, US Grade A 4.5 oz. Flexibly packaged, TypeVI NSN: 8915-01-467-1490	750,000	900,000	2,250,000
0004	Applesauce, Shelf Stable, Carbohydrate Enhanced, Sweetened, Regular Style, US Grade A for all factors except for Color, Which shall be US Grade B or better, 4.5 oz., Flexibly packaged, Type VII NSN: 8915-01-492-5548	750,000	900,000	2,250,000
0005	Applesauce, Shelf Stable, with Mango and Peach and Puree, Sweetened, Regular Style, US Grade A. 4.5 oz., Flexibly packaged, Type III NSN: 8915-01-525-9671	750,000	900,000	2,250,000

SECTION B - SUPPLIES/SERVICES (cont)

LINE ITEM	ITEM/NSN	Minimum Qty	Estimated Qty	Maximum Qty
0006	Apple Pieces in Spiced Sauce, Thermostabilized Apple Slices in Spiced Sauce 5.0 oz. (141.75 g) Flexibly Packaged NSN: 8940-01-443-1520	1,250,000	1,500,000	3,750,000

CONTRACT UNIT PRICING:

Line Item	Destination	Base Year Unit Price	Option Yr 1 Unit Price	Option Yr 2 Unit Price	Option Yr 3 Unit Price	Option Yr 4 Unit Price
0001	Evansville, IN	$.	$.	$.	$.	$.
	Mullins, SC	$	$	$	$	$
	Cincinnati, OH	$.	$.	$.	$.	$.
	Total Wtd. Average	$.	$.	$.	$.	$.
0002	Evansville, IN	$.	$.	$.	$.	$.
	Mullins, SC	$	$.	$.	$.	$.
	Cincinnati, OH	$.	$.	$.	$.	$
	Total Wtd. Average	$.	$.	$.	$.	$.
0003	Evansville, IN	$.	$.	$.	$.	$.
	Mullins, SC	$	$	$	$	$
	Cincinnati, OH	$.	$.	$.	$.	$.
	Total Wtd. Average	$.	$.	$.	$.	$.
0004	Evansville, IN	$.	$.	$.	$.	$.
	Mullins, SC	$	$.	$.	$.	$.
	Cincinnati, OH	$.	$.	$.	$.	$
	Total Wtd. Average	$.	$.	$.	$.	$.
0005	Evansville, IN	$	$	$	$	$
	Mullins, SC	$	$.	$.	$.	$.
	Cincinnati, OH	$.	$.	$.	$.	$.
	Total Wtd. Average	$.	$.	$.	$.	$.
0006	Evansville, IN	$	$.	$.	$.	$.
	Mullins, SC	$.	$.	$.	$.	$
	Cincinnati, OH	$	$.	$.	$.	$.
	Total Wtd. Average	$.	$.	$.	$.	$.

Contracts that result from this solicitation will be Indefinite Quantity Contracts (IQCs) as provided in FAR Clause 52.216-22, Indefinite Quantity Contracts.

In an IQC, the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (IQC minimum quantity), which the Government is obligated to order and the contractor is required to provide. The top of the range is the maximum (IQC Maximum Quantity), which is the largest quantity the government may order and the contractor agrees to provide if ordered. The Government may order any quantity within the range. Sometimes an estimated quantity is stated also; this may be the same as the minimum or maximum, or it may be a quantity within the IQC range.

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

SECTION B - SUPPLIES/SERVICES (cont)

MRE XXXI Requirements

Minimum Quantity: 2,500,000 cases
Estimated Quantity: 3,000,000 cases
Maximum Quantity: 7,500,000 cases

The guaranteed minimum quantity for each fruit variety is determined by multiplying the minimum quantity of MRE cases (2,500,000) by the item case count (0.3)
2,500,000 X 0.3 = 750,000 pouches of each fruit variety

The guaranteed minimum quantity for Spiced apples is determined by multiplying the minimum quantity of MRE cases (2,500,000) by the item case count (0.50)
2,500,000 X 0.5 = 1, 250,000 pouches of spiced apples

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

Fruits Component Item	National Stock Number	NAICS Codes	Set-aside
Mixed Fruit	8905-01-157-3024	311423	Unrestricted
Pears	8905-01-224-6145	311423	Unrestricted
Applesauce, with Raspberry Puree	8915-01-467-1490	311423	Unrestricted
Applesauce, Carbohydrate Enhanced	8915-01-492-5548	311423	Unrestricted
Applesauce with Mango and Peach and Puree	8915-01-525-9671	311423	Unrestricted
Apple Pieces in Spiced Sauce	8940-01-443-1520	311423	Unrestricted

B-2. Option:

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

Ordering Changes and Product Substitutions:

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

SECTION B - SUPPLIES/SERVICES (cont)

Option Pricing:

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

Offeror's may offer option unit prices, which differ from the unit prices for the base year ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

Since quantities to be delivered for each destination are not known, offerors are cautioned that the entire quantity or a partial quantity may be ordered for an individual destination.

THE FOLLOWING SOLICITATION PROVISIONS AND/OR CONTRACT CLAUSES PERTINENT TO THIS SOLICITATION ARE HEREBY INCORPORATED IN FULL TEXT:

52.216-9013 Evaluation of Offers for Indefinite Delivery Type Solicitations (APR 2008) - DLAD

(a) When FAR clause 52.216-21 or one of its alternates is contained in this solicitation, this solicitation is for a Requirements contract. Offers will be evaluated on the basis of the estimated annual quantity. If quantity increments are offered with various prices, the highest price offered will be used for evaluation.

(b) When FAR clause 52.216-22 is contained in this solicitation, this solicitation is for an Indefinite Quantity contract. Offers will be evaluated on the basis of the estimated annual quantity. Unless (c) is checked below, if quantity increments are offered with various prices, the highest price offered will be used for evaluation. If line items for both DLA Direct and Customer Direct are included in the schedule, offers will be evaluated based on the total extended price for the DLA Direct and Customer Direct line items.

(c) [ ] If checked, and subject to the terms and conditions of the solicitation relating to the evaluation of offers, the following procedures will be followed:

(1) When offers are requested on a quantity increment basis, each CLIN will be evaluated for price by:

[ ] applying a weighted factor of 18% to the first quantity increment, 36% to the second increment, and 46% to the third increment to arrive at an average weighted unit price.

SECTION B - SUPPLIES/SERVICES (cont)

[ ] applying a weighted factor of 5% to the first quantity increment, 65% to the second increment, 25% to the third increment, and 5% to the fourth increment to arrive at an average weighted unit price.

This average weighted unit price will be multiplied by the estimated annual quantity that may be procured during the contract period to arrive at a total annual evaluated price for each CLIN. If the solicitation provides for separately priced option periods, average weighted prices will be calculated as described above in (1) for each option period and then added to the base contract period total to determine the total estimated price of that line item for the evaluation.

(2) When quantity increment prices are not requested, offers for each CLIN will be evaluated by multiplying the unit price by the estimated quantity that may be procured during the contract period to arrive at total price for each CLIN.

(3) Prices offered must be unit prices only which are clearly stated and which require no further interpretation by the Government to determine the actual offered price. Prices must not be stated as part of a pricing formula or as charges per lot. Unit prices offered must include costs of compliance with all solicitation requirements, with the exception of additive CLINs. For each item of supply for which a price is offered, prices must be offered for each quantity increment and year. Failure to submit proposed prices in accordance with these instructions may result in rejection of the offer.

(4) In the event first article testing and/or technical data are required for any or all of the CLINS, the cost of such testing and data will be added to the appropriate CLIN or prorated based on the ratio of the estimated quantity for each CLIN to the total estimated quantity of the various CLINs covering the same item (NSN). In the event an offeror is low only on one CLIN (where there are several CLINs for the same item) (NSN), the cost of testing and data pertaining to that CLIN will be added for evaluation purposes.

(5) [ ] If checked, when F.O.B. origin offers are authorized, transportation costs will be considered in evaluation and will be based on the best estimated quantity of each CLIN as specified elsewhere in this solicitation. Carload or truckload rates will be used to evaluate the cost of transportation for each CLIN unless the best estimated quantity would not constitute a carload or truckload. In such case, Less than Carload (LCL) or Less than Truckload (LTL) rates will be used for evaluation purposes.

(End of Provision)

Section C – DESCRIPTION/SPECIFICATIONS

C-1 NSN/ITEM DESCRIPTION

8915-01-157-3024
Mixed Fruit, Shelf Stable
Sweetened, U.S. Grade B or better, 4.5 oz, flexibly packaged, Type V.

8915-01-224-6145
Pears, Shelf Stable
Sweetened, sliced or diced, U.S. Grade B or better, 4.5 oz, flexibly packaged, Type IV.

8915-01-467-1490
Applesauce, Shelf Stable
With raspberry puree, sweetened, regular style, U.S. Grade A, 4.5 oz, flexibly packaged, Type VI

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

8915-01-525-9671
Applesauce, Shelf Stable
With mango and peach puree, sweetened, regular style, U.S. Grade A, 4.5 oz. flexibly packaged, Type VIII

8940-01-443-1520
Apple Pieces in Spiced Sauce, Thermo stabilized
Apple Slices in Spiced Sauce, 5.0 oz., (141.75g), flexibly packaged,

C-2 PRIME DOCUMENTS:

PCR-F-002B, 19 October 2004, FRUITS, WET PACK, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE W/CHANGE 02 27 MARCH 2007

PCR-A-001A, 5 August 2002 W/CHANGE 02 27 MARCH 2007, APPLE PIECES IN SPICED SAUCE, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE

C-3 DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award from fruit of latest year's crops.

C-4 MISCELLANEOUS REQUIREMENTS

Fruits: Incubate at 80 degrees Fahrenheit +/- 5 degrees for 10 days. Any evidence of swelling or microbial activity following incubation shall be considered a test failure.

Section C – DESCRIPTION/SPECIFICATIONS

STORED PRODUCTS PEST MANAGEMENT PROGRAM:

The procedures contained in the "Integrated Pest Management (IPM) Program Requirements of Operational Rations," are required and apply to all operational rations food component operations. Each contractor is to have an IPM program in place prior to the initiation of production of Government product. The IPM plan and the associated pesticide labels and MSDS documents are not to be submitted to DSCP. The contractor shall have those documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. In addition, evidence of an insect or rodent infestation, foreign material or contamination involving any end item will be cause for rejection of the involved lot. IPM program requirements can be found on the DSCP website at: http://www.dscp.dla.mil/subs/support/quality/ipm-cpaf.pdf.

PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS:

As required by 48 CFR 246.471-1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, inspections of Subsistence Supplies and Services, DLAD 52.246-9044, Sanitary Conditions, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Veterinary Command (VETCOM), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDA) and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by VETCOM will be routed through DSCP-FTR for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DSCP-FTR, in coordination with the Chief, Approved Sources Division, VETCOM.

MISCELLANEOUS REQUIREMENTS:

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

Section C – DESCRIPTION/SPECIFICATIONS (cont)

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

NOTE: FOOD DEFENSE / SECURITY / FORCE PROTECTION PLAN (FDP) (Operational Rations, Prime vendor, and others).

NOTE: FOOD DEFENSE/SECURITY/FORCE PROTECTION PLAN (FDP) (Operational Rations, Prime vendor, and others). Currently, all DSCP Subsistence contracts have a requirement for the submission and implementation of some type of Food Defense at each contractor facility. Areas of concern listed in this checklist must be addressed in the plan. As a result of increased risk for the potential of intentional food tampering the plan shall describe (in general terms) the type of preventive measures that are taken or will be taken to reduce food defense vulnerabilities and to protect the food intended for DSCP's customers at CONUS and OCONUS locations. The plan must include preventive steps taken to safeguard product from intentional tampering/ contamination during all stages of receipt, production, storage, assembly, delivery, and shipment. If a Food Defense Plan (including Food Defense Plans Covered in QSP) was previously submitted to DSCP, identify the office, name of the person the plan was submitted to, date of submittal, and rating assigned. The following information may be covered in the Food Defense Plan or under other pertinent areas of the QSP, if a QSP is required for the facility. If some of the food defense information is covered in the QSP (e.g., receipt inspection, storage, warehousing, training, traceability, mock recalls, etc.) cross-reference the applicable Section/Area of the QSP. If the plan is submitted with the QSP, a rating (separate from the QSP) of acceptable, marginally acceptable, or unacceptable will be assigned to the Food Defense/Security/Force Protection Plan. Note: Points will be deducted for not responding to a question with a YES, No, N/A or for not providing the information requested (e.g., establishment registration information). To download a copy of the DSCP Food Defense Checklist go to http://www.dscp.dla.mil/subs/support/quality/index.asp or contact the applicable DSCP Contracting Officer or the Quality Audits & Food Defense Branch (DSCP-FTSB).

C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

Contractors are reminded the most recent changes to the Documents are available at:

http://www.dscp.dla.mil/subs/support/specs/procure.asp

SECTION D PACKAGING/LABELING/PACKING/MARKING/UNITIZATION

D-1 PACKAGING In accordance with D-1 Packaging of PCR-F-002B/PCR-A-001A

D- 2 LABELING In accordance with D-2 Labeling of PCR-F-002B/PCR-A-001A

D-3 PACKING In accordance with D-3 Packing of PCR-F-002B/PCR-A-001A

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER

When the product processing plant and the ration assembler are located in close proximity to each other, and other alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations, may be submitted to the contracting officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marking for maintenance of lot from processor to assembler.

D-4 MARKING In accordance with D-4 Marking of PCR-F-002B/PCR-A-001A.

D-5 UNITIZATION Shipping cases will be palletized and prepared in unit loads in accordance with Type III, class G, requirements of DSCP Form 3507, except that fiberboard/polyethylene base pads and fiberboard top pads are required. In addition, the unit load height shall not be greater than 54 inches.

THE FOLLOWING PROVISIONS/CLAUSES ARE HERBY INCORPORATED BY REFERENCE:

52.211-9010 Shipping Label Requirements – MIL-STD-129P (MAY 2006) DLAD

52.211-9010 Shipping Label Requirements – MIL-STD-129P ALT 1 (AUG 2005) DLAD

52.211-9033 Packaging and Marking Requirements (APR 2008) DLAD

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) – (Feb 2007) – DLAD

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

SECTION D (cont)

(b) Definition.

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

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

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

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

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

(End of clause)

SECTION E INSPECTION AND ACCEPTANCE

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

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

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

NOTE: For all Operational Rations food components (FSR, MRE, MCW/LRP, Tray Pack, UGR, Unitized B, etc.), inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DLAD Clause 52.246-9023, General Inspection Requirements, unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective inspection agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by DLAD Clause 52.246-9024, Alternative Inspection Requirements for Selected Items, is applicable unless otherwise specified by this solicitation/contract. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15, Certificate of Conformance.

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

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

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

The contractor shall model the documented QSP after ISO/ANSI/ASQC Q9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQC Q9001. The contractor shall identify the quality standard used to model their QSP. If the contractor proposes an alternate (i.e., non-standard) process control system, this shall be clearly stated in the QSP. Some contractors may have third party certification of their quality system, which the private sector devised to administer the ISO series standards. However, third party certification by any third parties, to include Government certifications, is not required. Whether or

SECTION E – (CONT)

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

QSP General Outline

I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN
II. TRAINING
III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS
IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT (IAW ANSI/NCSL Z540-1 or ISO 10012-1)
V. CONTROL AND PROTECTION OF PRODUCT
1. Handling, Storage, Packaging, Preservation, and Delivery Program
2. Product Identification and Traceability Program
3. Inspection and Test Status and Records
4. Control of Nonconforming Product

VI. CONTRACT REVIEW, PURCHASING AND CONTROL OF CUSTOMER-SUPPLIED PRODUCT (Government-furnished material)
VII. RECEIPT INSPECTION AND TESTING
VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING:
1. Manufacturing Process Controls Techniques (DLAR MPC Clause)
2. Statistical Process Control Techniques (SPC QAP)

IX. REGULATORY CONTROLS
1. General Regulatory Requirements (as applicable to the plant USDA-FSIS, FDA, GMP, HACCP, SSOP, USDA-Dairy, etc.).
2. Integrated Pest Management and Sanitation Programs

X. END ITEM INSPECTION AND TESTING (IAW product/material specifications/documents and ANSI/ASQC Z1.4)
XI. INTERNAL AUDITS
XII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM
XIII. IMPROVEMENT

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

The documented QSP will be evaluated by the Quality System Audit Team (composed of DSCP-FTSB, USDA-AMS, and VETCOM's Quality Systems Auditors), USDA-AMS/VETCOM Operational Rations Program Coordinators, and the Government In-Plant Quality Assurance Representatives (QAR) assigned to perform Government QA

SECTION E – (CONT)

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

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

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

A documented QSP is required when a contract references or requires a contractor to perform under the higher-level contract quality requirements. Contractors are responsible for complying with the quality system requirements set forth in their documented QSP in addition to all detailed requirements cited in the contract and for furnishing products that meet all requirements of the contract. Contractors are required to establish, document, submit for Government review, and maintain a quality system as a means of ensuring that product conforms to the requirements of the contract. The documented QSP shall include the quality system procedures and outline the structure of the documentation used in the quality system. When the requirements of the Statistical Process Control Quality Assurances Provision (SPC QAP) and/or the DLAD MPC Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection are applicable, these requirements must be addressed under the In-Process and Process Inspection and Testing section of the documented QSP. Redundant areas/requirements (cited in the MPC Clause or the SPC QAP) need only be addressed once in the QSP. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1 or ISO 10012-1.

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:

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

1. Accessory package components
2. Condiments (even if packaged in laminated barrier pouches) - Hot sauce, Ketchup, Mayonnaise, Picante Sauce, etc.
3. Bulk packed items: Sports bars; beef snacks; cereal treats; chocolate sports bar; ranger bar; First Strike bars; chow mein noodles; fruit bars (CID AA-20212); granola bars; osmotic fruit; cookies (CID AA - 20295, PCR-C-031, PCR-C-046); almonds, roasted; peanuts, roasted; snacks (CID AA-20195); and commercial sandwich crackers/cookies and bulk packed items procured using the commercial components solicitation (e.g., candies). NOTE: Bulk packed, as used in this paragraph, means packing prior to finished product packaging. However, note that this does not prohibit the prime contractor from requiring a QSP from their subcontractors for all products on their own accord.

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

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

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

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

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

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

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

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

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

b. USDA-DCIS OPERATIONAL RATIONS PROGRAM COORDINATOR
USDA, AMS, FV, PPB **(630) 790-6957**
800 ROOSEVELT ROAD
BLDG A, SUITE 380
GLEN ELLYN, IL 60137-7688

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

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

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

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

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

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DCMAO DAYTON
1507 WILMINGTON PIKE
DAYTON, OH 45444-5300

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

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

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

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

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

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

SECTION E – (CONT)

be provided with an opportunity to submit changes to improve the plan throughout the life of the contract.

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

Implementation, compliance, effectiveness, and continuous improvement of the QSP and the implemented quality system will be monitored by on-site quality systems compliance audits conducted throughout the life of the contract by the Quality Systems Audit Team and evaluations/internal audits conducted by the In-Plant Government QARs.

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

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

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

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

SECTION E – (CONT)

number cited in the TDP, the contractor's should cross-reference each applicable section of their QSP.

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

52.246-9001 MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS (JUN 1998)-DLAD

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

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

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

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

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

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

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

(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

SECTION E – (CONT)

procedures are followed and are effective. Records of this surveillance will be maintained.

(E) Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract. The Government is under no legal obligation to perform verification inspection or to accept product produced under the contract until the Government has received acceptable written procedures, and has been afforded an opportunity to evaluate the inspection system. Acceptance of the contractor's inspection system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the contractor. Periodic evaluations of the documented QSP and implemented system compliance and effectiveness will be made through the use of yearly on-site compliance systems audits conducted by the Quality Systems Audit Team and In-Plant GQARs throughout the life of the contract.

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

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

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

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

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

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

SECTION E – (CONT)

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

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

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

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

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

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

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

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

SECTION E – (CONT)

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

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

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

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

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

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

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

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

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

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

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

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

H. **Manufacturing Controls: (IAW DLAR Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection as applicable).** The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) should be covered in the applicable section of the contractor's QSP (for characteristics as designated by the Offerer and/or the Government to be controlled using SPC or MPC techniques as indicated above): The QSP must clearly identify the control technique selected (SPC/MPC or combination) to control each process identified. Must include procedures that describe the production/assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item).

SECTION E – (CONT)

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

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

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

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

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

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

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

SECTION E – (CONT)

E-3. End Item Testing. Compliance with applicable primary acquisition documents (Military Specifications, Military Details, Performance-based Contract Requirements (PCR), Product Contract Requirements (PCR), Commercial Item Description (CID), etc.) requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the components primary acquisition documents, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate USDA laboratory.

E-3. Quality Assurance Provisions for Finished Product Packaging and Packing

Inspection for packaging, labeling, packing, and marking shall be in accordance with the Quality Assurance Provisions and Packaging Requirements of MIL-PRF-44073 and the provisions cited in E-3-A and E-3-B of this solicitation.

E-3-A. Quality Assurance Provisions to be used in conjunction with the Quality Assurance Provisions for MIL-PRF-44073, Packaging of Food in Flexible Pouches

(A.) Definitions

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

(B.) Quality Assurance Provisions (Packaging and labeling)

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

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

SECTION E – (CONT)
TABLE I-A. Pouch Material Quality Assurance Criteria

Characteristic Inspection level	Lot size unit	Sample unit
Oxygen transmission rate S-1	1 yard	1/2 yard
Water vapor transmission rate S-1	1 yard	1/2 yard
Camouflage S-1	1 yard	1/2 yard
Thermal processing S-2	1 pouch	1 pouch
Low temperature S-2	1 pouch	1 pouch
High temperature S-2	1 pouch	1 pouch

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

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

TABLE IV Filled and sealed pouch tests

Characteristic	Requirement paragraph	Test method	Inspection level
Residual gas volume (classes 1, 2, 3, and 4 only)	3.1.4.1	4.3.6	S-2
Internal pressure	3.1.4.3	4.3.7	S-2 1/
Sterility (classes 1, 2, 3, and 4 only)	3.1.5.1	4.3.8	2/
Directional tear	3.1.1.7	4.3.10	S-2

SECTION E – (CONT)

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

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

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

(C.) Quality Assurance Provisions (Packing)

1. Shipping container and marking examination. Examination of shipping containers shall be made to determine compliance with packaging and marking requirements. The filled and sealed shipping containers shall be examined for the defects listed in table II below. 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 II Examination Of Shipping Containers

Examination	Defect
Major	Minor
101	Marking omitted, incorrect, illegible, or improper size, location sequence or method of application
102	Inadequate workmanship 1/
201	Contents more or less than specified

1/ Inadequate workmanship is defined as, but not limited to, incomplete closure of container flaps, loose strapping, inadequate stapling, improper taping, or bulged or distorted container.

E-3-B. Additional Quality Assurance Provisions for Packaging of Food in Flexible Pouches

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 either paragraph 4.2, "Examination of pouch", of MIL-PRF-44073 or E-6,A,(3) "Filled and sealed pouch examination" of PCR-C-039. These procedures shall

SECTION E – (CONT)

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 procedures given in ANSI/ASQC Z1.4, 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 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 or the MPC clause or both.

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

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

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

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

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

E-4. Packaging and Packing Materials

Packaging components (e.g., fiberboard shipping boxes, cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape, etc.) are subject to the Certificate of Conformance FAR Clause 52.246-15. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the

SECTION E – (CONT)

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

E-5. General Inspection (Examination/Testing) Requirements

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

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

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

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

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

E-6. Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies

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

1. Contractor's name and address.
2. Contract number, lot number(s), and quantity.
3. Item nomenclature and NSN, whether a component or end item.

SECTION E – (CONT)

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

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

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

1. If the statistical tests reveal no significant difference between the results of the two inspections, acceptability will be based on reinspection results. A significant difference is one that is real and not
due to chance variation. Statistically, a difference which has a 0.05 probability of occurring by chance alone is usually considered a significant difference.
2. If such statistical tests reveal no significant difference between the results of the two inspections, both results will be reported to the Contracting Officer.
   A. The results of the two inspections will be averaged and acceptability will be based on whether the resulting average meets the requirement, when the requirement is an average (variable) requirement.
   B. The results of the initial (original) inspection will be the basis for the acceptability decision when the requirement is a unit (attribute) requirement.

E-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.

SECTION E – (CONT)

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

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

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

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

SECTION E – (CONT)

verification inspection. These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).
"Retesting/reinspection/rework of product that tested positive for food borne pathogens (salmonella, e. coli, etc.) is not authorized."
Note: Deviations (that occur during or prior to the production of a product) from specific preparation/ formulation/ingredient requirements cited in the specifications shall be submitted as a request for product deviation and must be approved and coordinated with the Specification Preparing Activity (Natick) through the applicable contracting officer.

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

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

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

C. Contractor's Quality History:

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

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

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inspections, etc.) taken by the contractor due to a Government end item verification inspection rejection will be documented in the contractor's quality history records.

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

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

E-8. Commingling of Lots

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

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

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

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

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

(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.

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(2.) Unit loads containing mixed code lots shall be identified by the use of unit load placards. The placards shall list all the lots and the quantities of pouches/items within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers and corresponding lot quantities shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250.
(3.) Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.
(4.) When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot, a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

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

E-9. Inspection at Origin and Acceptance at Destination

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

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

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

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

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

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

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

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E-10. Operational Ration Component Lot Number and Lot Inspection

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

E-11. Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.

The "Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End Item Verification Inspections for Operational Rations", dated March 2001, are applicable to current and future contracts. The switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes shall not be used for Government verification inspections. For products requiring a drained weight examination, the following is also required: The contractor shall provide the Government Quality Assurance Representative (GQAR) a copy of the current production standard (PDM/First Article) formula (including ratios of ingredients), and formulation records for each production lot submitted for Government end item verification inspection. The GQAR shall initiate skip-lot inspection based on Government verification inspections results of each product and notification that the contractor's

Quality System Plan (QSP) was rated acceptable by DSCP-FTSB. The Government verification inspection may be further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best Interest of the Government.

The sampling plans switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used only by the contractors during the performance of contractor's end item verification inspections. Producers using the switching procedures, cited in ANSI/ASQC Z1.4, during the performance of their end item inspections must train personnel and follow **all of the switching rules** cited in the standard. As indicated in the standard, the sampling scheme is a combination of sampling plans with switching procedures, and each sampling plan has its own set of rules by which a lot is to be inspected and accepted or rejected.

SECTION E – (CONT)

Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each sublot during production of the lot), the subsamples must be drawn at random from the sublot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with paragraph "Operational Ration Component Lot Numbers"). All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer. The producer's end item verification inspection results must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

E-12. Production Standard Replenishment for Food Items:

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

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

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

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: For each calendar month of production, the USDA/AMS inspector will randomly select twelve sample units from a conforming lot of each item (i.e., each type, flavor, etc.) produced and inspected for product examination by USDA/AMS. As instructed by DSCP, the USDA inspector shall ship nine of the samples, at contractor's expense, to the addresses below, once per month.

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

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

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

US ARMY RESEARCH, DEVELOPMENT & ENGINEERING COMMAND
NATICK SOLDIER RESEARCH, DEVELOPMENT & ENGINEERING CENTER
ATTN: RDNS-CFF
15 KANSAS STREET
NATICK, MA 01760-5056

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

E-14. FAR and DLAD Clauses Incorporated in Full Text:

52.246-9003 MEASURING AND TEST EQUIPMENT (Jun 1998) – DLAD
Notwithstanding any other clause to the contrary, and/or in addition thereto, the contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with ISO 10012-1 or ANSI/NCLS Z540-1.

52.246-9004 PRODUCT VERIFICATION TESTING (Jul 2008) - DLAD
(a) References: The applicable documents are the issues of Federal Acquisition Regulation (FAR) clause 52.246-02, "Inspection of Supplies-Fixed Price," and ANSI/ASQC Z1.4, Sampling Plan and Tables for Inspection by Attributes, which are in effect on the date of solicitation for awards resulting from Invitation for Bids and the date of award for all other contractual actions. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-02 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.

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

(c) On any given contract, the Government may require PVT through a Government designated testing laboratory on the contract or production lot at Government expense. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. When material under the contract is designated by the Contracting Officer/Administrative Officer for each test, the Government inspector will select a random sample from the contract or production lot, and send the samples to a

SECTION E – (CONT)

designated laboratory for testing. Where origin inspection is specified, the Contractor agrees to make available, at the Government's request, at the manufacturing facility, subcontracting facility, and/or final point of inspection, the quantity selected by the Contract Administrative Office Quality Assurance Representative to verify that the entire lot tendered meets the requirements of the contract. the Government shall be permitted to select such samples at random from the production lot tendered for acceptance.

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

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

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

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

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

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

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

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

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

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

(b) When specified, the contractor may also furnish a certificate of conformance for certain components/ingredients or end item characteristics. The contractor may still furnish a certificate covering any of the foregoing even though a subcontractor provided the materials. In such event, the contractor is responsible for assuring that the materialsmet 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

SECTION E – (CONT)

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.

(End of Clause)

52.246-9018 Shipping Documents Supplied to Assembly Contractors (APR 2008) – DLAD

The assembly contractor will be supplied with a DD Form 250 prior to shipment for use in effecting shipments. The DD Form 250 shall contain shipping and marking instructions, except for that shipping information to be obtained and entered by the assembly contractor. The assembly contractor shall be required to print copies of the completed DD Form 250 sufficient for shipping and distribution requirements and invoicing purposes.

(End of Clause)

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52.246-9019 Material and Inspection Report (APR 2008) – DLAD

(a) The Contractor shall create a Receiving Report in Wide Area Workflow Receipt and Acceptance (WAWF-RA), which serves as the Material Inspection and Receiving Report (MIRR)) (DD Form 250). Once the Receiving Report is created and the Government has accepted the material, an electronic signature of the Government representative responsible for acceptance will appear on the Receiving Report.

(b) In addition to the Receiving Report via WAWF-RA, the Contractor shall include hard copies of the Receiving Report (which includes an electronic signature of the Government representative responsible for acceptance if acceptance is at origin) in the exterior and interior shipping documentation.

(End of Clause)

52.246-9023 GENERAL INSPECTION REQUIREMENTS (SEP 2007) DLAD

(a) Inspection.

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

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

(3) The government 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 Division, Garrison Feeding Division, Produce Division, Supplier Support, 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.

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

(b) Standby Test Samples.

The government reserves the right to withdraw and hold standby samples of components or finished products or both (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 Receiving Report (MIRR), is not used, the contractor shall obtain official USDA inspection certificate, which shall:

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

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

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

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

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

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

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

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

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

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 700 Robbins Avenue, Philadelphia, PA 19111 in accordance with FAR Clause 52.246-15.

(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,

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the certificate shall contain the following certification: "Supplies listed hereon conform to all quality and condition requirements of the contract".

(d) Distribution of Certificates.

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

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

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

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

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

(e) Lot Identification.

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

(f) Particular Inspection Requirements.

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

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

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

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

Optional Contractor Testing of Contractor Furnished Materials.

(a) Option Statement.

To expedite shipment, the contractor has the option to perform or have performed by an independent laboratory, contractually required tests of end item or component material not specified 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 First Strike Ration (FSR) items, if government laboratory test results show that product is nonconforming, although previously approved by the government inspector, the product shall be withheld from final assembly and subject to return and replacement by the component contractor.

(c) Reliability Conditions.

(1) The contractor's testing system will be considered reliable as long as its test results are comparable to the government test results unless the government agency having jurisdiction has inspected the item produced at the contractor's plant within the previous 120 days, the inspector will select random samples of the first three lots of end items reliable, the government inspector will sample product for verification testing on a skip-lot basis. Unless otherwise required by 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

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laboratory test results do not indicate product nonconformance to a statistically significant degree. When the contractor's testing system is considered doubtful, verification testing will be performed on each lot produced. However, the government will continue to permit the contractor to ship based on its own test results.

(4) Contractor testing system reliability will be determined by applying recognized statistical tests to the contractor's and government's test results.

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

(d) Procedures.

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

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

(2) Verification Actions. The government shall perform verification testing for food items and component material required by the contract to assure that the contractor's testing results are reliable.

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

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

(e) Charges Applicable to Unreliable Test Status.

The prime contractor will be charged the costs of lot-by-lot inspection during the period that its test system status is considered unreliable. These charges will be processed by and approved by the contracting officer.

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(f) Format for Contractor/Subcontractor Test Report.
Name & Address of Contractor:
Name & Address of Subcontractor: (if applicable)
Received for Testing: (date)
Contract Number:

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

Test Report
(Report test results for each sample unit tested and the sample average, if required by the specification, and identify results obtained from composite samples.)
(Typed name and title of laboratory official and signature)
The following certification shall be affixed to the test report when testing was performed on component item by supplier's laboratory or by subcontractor's laboratory.

Certification

I certify that the above test results were furnished to this firm to cover the testing of samples which are X representative of the lot, and to the best of my knowledge and belief, have been found to comply with the analytical requirements of the specification, contract no. _____
Signature:
_____
(typed name and title of contractor's representative who is authorized to sign the certificate, and the date)

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

Certification

I certify that the item presented for acceptance under terms of above referenced contract has been tested, as required by the contract, through the testing of samples that were representative of the lot, and to the best of my knowledge and belief, were found to comply with the analytical requirements of the specification and the contract.
Signature:
_____
(typed name and title of contractor's representative who is authorized to sign the certificate, and the date)

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

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

(a) When origin inspection is performed by the U.S. Department of Agriculture or U.S. Department of Commerce and supplies are found to be nonconforming at origin, the contractor may request USDA/USDC reinspection/formal review in accordance with the regulations of the respective agency. In such instances, the next larger available sample size will be used. The 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

SECTION E – (CONT)

contractor intends to exercise any option under (a), (b) or (c) above, the contractor must do so prior to requesting a waiver. The denial of a waiver by the contracting officer will result in final rejection of the nonconforming supplies without recourse to reinspection.

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

52.246-9029 Inspection and Acceptance Points (JUL 2008) – DLAD

INSPECTION AND ACCEPTANCE POINTS (a) Inspection and Acceptance are:

Inspection point: [ ] Destination [X] Origin

Acceptance point: [X] Destination [ ] Origin

(End of Clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

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

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

SECTION E – (CONT)

(d) The certificate shall read as follows:

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

THE FOLLOWING PROVISIONS/CLAUSES ARE HERBY INCORPORATED BY REFERENCE:

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

52.246-16 Responsibility For Supplies (APR 1984) FAR

252.246-7000 Material Inspection and Receiving Report (MAR 2008) DFARS

E-15 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

(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 ( ) Contractor's Plant, (X) Destination, upon execution of Receiving Report in Wide Area Work Flow 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: _____

Hazard Warning Labels. Material Safety Data Sheets (MSDSs) and Hazard Warning Labels (HWLs) shall be required to be submitted by the apparently successful offeror prior to contract award. Notwithstanding paragraph 4. ***of the latest Federal Standard (FED-STD) 313***, the contractor shall submit MSDSs and accompanying HWLs to the contracting office, rather than directly to the Defense Supply Center Richmond (DSCR). This will satisfy the FED-STD requirement on the part of the contractor.

(2) The MSDS must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

SECTION F – DELIVERIES AND PERFORMANCE

THE FOLLOWING ARE THE COMPLETE DELIVERY LOCATIONS IDENTIFIED IN SECTION B:

DELIVERY DODAAC:	SHIP TO ADDRESS
UY1005	AmeriQual Packaging 225 Morgan Avenue Evansville, IN 47710-2515
UY1008	Sopakco, Inc. 118 S. Cypress Street Mullins, SC 29574-3004
UY0303	The Wornick Company 4700 Creek Road Cincinnati, OH 45242

F-1 Delivery is scheduled on or about 01 November 2010 thru 31 October 2011.

F-2 No changes or cancellations of delivery order will apply, other than permitted in the Changes Clause, **except** that the Government may unilaterally accelerate or delay delivery dates of scheduled delivery orders, for a period of up to 15 days at no change in Contract/delivery order price, provided that notice is given in writing at least 30 days prior to the revised delivery date for accelerated deliveries and 5 days prior to the original delivery date for delayed deliveries.

F-3 Palletization is required.

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

52.211.16 - Variation In Quantity (Apr 1984) (FAR)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

.5 % Percent increase 0% Percent decrease

SECTION F – DELIVERIES AND PERFORMANCE (cont)

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

(End of Clause)

52.211-9020 Time of Delivery – Accelerated Delivery (JUN 2008) DLAD

Unless otherwise authorized in the award, accelerated delivery is acceptable only if there is no additional cost or obligation to the Government for accelerated delivery.

(End of clause)

THE FOLLOWING PROVISIONS/CLAUSES ARE HERBY INCORPORATED BY REFERENCE:

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

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

52.247-34 F.OB. DESTINATION (NOV 1991) FAR

52.247-9029 SHIPPING INSTRUCTIONS (APR 2008) DLAD

SECTION G – CONTRACT ADMINISTRATION

G.1. Contract Administration:
Contract Administration will be performed by the cognizant DCMA office listed in Block 6 of SF 26 or other contract document used at time of award of the resultant contract (s).

G-2 Correspondence:
All pertinent correspondence relative to this contract shall be directed to the above office except requests for acceptance of nonconforming supplies (including requests for deviation from specification) will not be delegated to the above office. Contractor's request for acceptance of nonconforming supplies should be submitted to the assigned Quality Assurance Representative, i.e., U.S. Army Veterinary Inspection (AVI) USDA Inspection OR DCMC QAR as applicable. The QAR should forward your request directly to the contracting office with an information copy to administration ADMINISTRATIVE CONTRACTING OFFICER (ACO). A copy of correspondence notifying the contractor of acceptance/rejection of waiver/deviation requests will be furnished to the ACO by the Contracting Officer.

G-3 Invoices:
See Clauses 252.232-7003, " Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) DFARS", and 252.246-7000 "Material Inspection and Receiving Report(MAR 2008) – DFARS ", for additional information regarding invoice for payment.

G-4 Wide Area Workflow:
Any references to Form DD-250 contained in this solicitation are considered to be the same as the requirements to post receipts and acceptances in Wide Area Workflow (WAWF). WAWF is the Department of Defense's (DOD) enterprise system for submission of vendor invoices and receiving reports. See Section E for information regarding the requirements of WAWF. Also additional information on WAWF may be found at http://wawf.eb.mil OR https://myinvoice.csd.disa.mil.
Other websites for DFAS E-invoice payment information:
http://www.defenselink.mil/dfas/money/vendor/Cust_Phone_Number.htm

G-5 Manufacturing Directive Numbers
MANUFACTURING DIRECTIVE NUMBER (MDN): An MDN will be assigned to any contract resulting from this solicitation/contract for use in identifying Government Furnished Materials (GFM). This number will be entered on receiving, shipping or disposition documents prepared under the contract terms to identify each shipment of GFM components into the assembler's plant, and each shipment leaving the assembler's plant. GFM transaction identification is required on the receiving document for components entering the contractor's plant and the shipping document for items leaving the assembly contractor's plant.

THE MDN'S FOR THE CONTRACT(S) RESULTING FROM THIS SOLICITATION SHALL BE PROVIDED AT THE TIME OF AWARD.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT

52.204-9001 Electronic Order Transmission (Jun 2008) – DLAD

Supplies procured through the DLA may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission:

( ) Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN).

( ) Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 1155, Order for Supplies or Services (orders are stored in Portable Document Format (PDF) and accessing them requires a free Adobe Acrobat Reader plug-in).

Offerors choosing email notification for order transmission shall register their email address on the DLA DIBBS Home Page at https://www.dibbs.bsm.dla.mil/ as part of the VENDOR REGISTRATION.

Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 30 days after date of award may be grounds for termination of the contract by the Government.

Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt.

NOTE: Questions concerning electronic ordering should be directed to the appropriate supply center contact below:

Defense Supply Center Columbus DSCCEDI@dla.mil

Defense Supply Center Philadelphia ATTN: DSCP-J6P, (Richard Fitzgerald) Information Operations 700 Robbins Avenue Philadelphia, Pa 19111-5092 Phone: 215-737-2130

or -

Defense Supply Center Richmond Procurement Support Directorate Systems and Procedures Division 8000 Jefferson Davis Highway Richmond, VA 23297-5516 ATTN: DSCR-BPSC, Chris Larsen.

SECTION H – SPECIAL CONTRACT REQUIREMENTS (cont)

52.211-9046 FDA COMPLIANCE (APR 2008) – DLAD

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

52.246-9044 Sanitary Conditions (AUG 2008) – DLAD

(a) Food Establishments.

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

SECTION H – SPECIAL CONTRACT REQUIREMENTS (cont)

listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

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

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

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

(iii) Shell eggs may be supplied from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published electronically by the USDA, Agriculture Marketing Service (AMS) (available at: http://www.ams.usda.gov/POULTRY/Grading.htm).

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "Meat, Poultry and Egg Product Inspection Directory" published electronically by the USDA FSIS (available at: http://www.fsis.usda.gov/Regulations_&_Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under "U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products" in the "USDC Participants List for Firms, Facilities, and Products", published electronically by the U.S. Department of Commerce,

SECTION H – SPECIAL CONTRACT REQUIREMENTS (cont)

National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: http://www.cfsan.fda.gov/~ear/ims-toc.html). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade 'A' Pasteurized Milk Ordinance" (PMO) published electronically by the USDHHS, FDA (available at: http://www.cfsan.fda.gov/~ear/pmo03toc.html).

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

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

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

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

SECTION H – SPECIAL CONTRACT REQUIREMENTS(cont)

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

(b) Delivery Conveyances.

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

(End of Clause)

THE FOLLOWING PROVISIONS/CLAUSES ARE HERBY INCORPORATED BY REFERENCE:

52.242-9010 Title of Container and Packaging Materials (AUG 2008) DLAD

52.246-9039 Removal of Government Identification From Non-accepted Supplies (APR 2008) – DLAD

52.246-9045 Federal Food, Drug and Cosmetic Act-Wholesale Meat Act (AUG 2008) DLAD

52.246-9047 Entry into Plant by Government Employees for Meal, Ready-to-Eat (MRE) and Tray Pack Items (AUG 2008) DLAD

52.246-9049 Storage of Semiperishable Components for Meal, Ready-to-Eat (MRE) and Tray Pack (AUG 2008) - DLAD

SECTION I – CONTRACT CLAUSES

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

NUMBER	TITLE	DATE
52.202-1	Definitions (FAR)	JUL 2004
52.203-3	Gratuities (FAR)	APR 1984
52.203-5	Covenant Against Contingent Fees (FAR)	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government (FAR)	SEP 2006
52.203-7	Anti-Kickback Procedures (FAR)	JUL 1995
52-203-8	Cancellation, Rescission, Recovery of Funds for Illegal or Improper Activity (FAR)	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Illegal or Improper Activity (FAR)	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (FAR)	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct (FAR)	DEC 2008
52.203-14	Display of Hotline Posters (FAR)	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper (FAR)	AUG 2008
52.204-7	Central Contract Registration (FAR)	APR 2008
252.203-7000	Requirements Relating to Compensation of Former DOD Officials (DFARS)	JAN 2009
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DFARS)	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (DFARS)	JAN 2009
252.204-7003	Control of Government Personnel Work Product (DFARS)	APR 1992
252.204-7004	Alternate A Central Contractor Registration (DFARS)	SEP 2007

SECTION I – CONTRACT CLAUSES (cont)

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

NUMBER	TITLE	DATE
252.205-7000	Provision of Information to Cooperative Agreement Holders (DFARS)	DEC 1991
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (FAR)	SEP 2006
52.211-5	Material Requirements (FAR)	AUG 2000
52.215-2	Audit and Records-Negotiation (FAR)	MAR 2009
52.215-8	Order of Precedence-Uniform Contract Format (FAR)	OCT 1997
52.215-14	Integrity of Unit Prices (FAR)	Oct 1997
52.215-9013	Production Facility Changes (DLAD)	Mar 2008
52.215-9018	Authorized Limitations (DLAD)	APR 2008
52.219-9	Small Business Subcontracting Plan (ALT II) (FAR)	APR 2008
52.219-16	Liquidated Damages – Subcontracting Plan (FAR)	JAN 1999
52.219-28	Post-Award Small Business Program Representation (FAR)	APR 2009
52.219-9004	Small Business Program Representations (DLAD)	JUL 1999
52.222-1	Notice to the Government of Labor Disputes (FAR)	FEB 1997
52.222-19	Child Labor-Cooperation with Authorities And Remedies (FAR)	APR 2008
52.222-20	Walsh-Healey Public Contracts Act (FAR)	DEC 1996
52.222-21	Prohibition of Segregated Facilities (FAR)	FEB 1999
52.222-26	Equal Opportunity (FAR)	MAR 2007

SECTION I – CONTRACT CLAUSES (cont)

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

NUMBER	TITLE	DATE
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (FAR)	SEP 2006
52.222-36	Affirmative Action for Workers with Disabilities (FAR)	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (FAR)	SEP 2006
52.222-50	Combating Trafficking in Persons (FAR)	FEB 2009
52.223-6	Drug-Free Workplace (FAR)	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases (FAR)	JUN 2008
52.227-1	Authorization and Consent (FAR)	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (FAR)	DEC 2007
52.229-3	Federal, State, and Local Taxes (FAR)	APR 2003
52.232-1	Payments (FAR)	APR 1984
52.232-8	Discounts for Prompt Payment (FAR)	FEB 2002
52.232-11	Extras (FAR)	APR 1984
52.232-17	Interest (FAR)	OCT 2008
52.232-23	Assignment of Claims (FAR)	JAN 1986
52.232-25	Prompt Payment (FAR)	OCT 2008
52.232-33	Payment by Electronic Funds Transfers – Central Contractor Registration (FAR)	OCT 2003
52.233-1	Disputes (FAR)	JUL 2002

SECTION I – CONTRACT CLAUSES (cont)

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

NUMBER	TITLE	DATE
52.233-3	Protest after Award (FAR)	AUG 1996
52.233-4	Applicable Law for Breach of Conduct (FAR)	OCT 2004
52.242-13	Bankruptcy (FAR)	JUL 1995
52.243-1	Changes – Fixed Price (FAR)	AUG 1987
52.244-5	Competition in Subcontracting (FAR)	DEC 1996
52.244-6	Subcontracts for Commercial Items (FAR)	DEC 1996
52.246-23	Limitation of Liability (FAR)	FEB 1997
52.248-1	Value Engineering (FAR)	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price) (FAR)	MAY 2004
52.249-8	Default (Fixed-Price Supply and Service) (FAR)	APR 1984
52.253-1	Computer Generated Forms (FAR)	FEB 2009
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DFARS)	DEC 2006
252.225-7001	Buy American Act and Balance of Payments Program (DFARS)	JAN 2009
252.225-7002	Qualifying Country Sources as Subcontractors (DFARS)	APR 2003
252.225-7005	Identification of Expenditures in The United States (DFARS)	JUN 2005
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (DFARS)	JUL 2009
252.225-7021	Trade Agreements (DFARS)	NOV 2009
252.225-7036	Buy American Act – Free Trade Agreement Balance of Payments Program (DFARS)	NOV 2009

SECTION I – CONTRACT CLAUSES (cont)

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

NUMBER	TITLE	DATE
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, Native Hawaiian SB Concerns (DFARS)	SEP 2004
52.231-7000	Supplemental Cost Principles (DFARS)	DEC 1991
252.232-7003	Electronic Submission of Payment Requests And Receiving Reports (DFARS)	MAR 2008
252.232-7010	Levies on Contract Payments (DFARS)	DEC 2006
252.243-7001	Pricing of Contract Modifications (DFARS)	DEC 1991
252.243-7002	Requests for Equitable Adjustments (DFARS)	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD CONTRACTS) (DFARS)	AUG 2009
252.246-7003	Notification of Potential Safety Issues (DFARS)	JAN 2007
52.211-9004	Priority Rating for Various Long-Term Contracts (DLAD)	MAR 2000
52.211-9014	Contractor Retention of Traceability Documentation (DLAD)	OCT 2008
52.214-9008	Rounding Off of Offer and Award Prices (DLAD)	AUG 2008
52.215-9013	Production Facility Changes (DLAD)	MAR 2008
52.219-9003	DLA Mentoring Business Agreements (MBA) Performance (DLAD)	DEC 1997
52.233-9001	Disputes: Agreement to Use Alternate Dispute Resolution (DLAD) *(c) If you wish to opt out of this clause, check here ( ) (Vendor Fill-in).	JUN 2001
52.239-9000	Y2K Compliance Notice (DLAD)	JUN 2002
52.245-9025	Contractor Control of Government-Furnished Property (GFP) (DLAD)	JUL 2008
52.246-9054	Warranty – Acceptance of Supplies (DLAD)	SEP 2008

SECTION I – CONTRACT CLAUSES (cont)

NOTE: THE FOLLOWING SOLICITATION PROVISIONS AND/OR CLAUSES PERTINENT TO THIS SOLICITATION ARE HEREBY INCORPORATED IN FULL TEXT:

52.216-18 Ordering (OCT 1995) FAR

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 365 days thereafter.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations (OCT 1995) FAR

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 1 Pallet, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

SECTION I – CONTRACT CLAUSES (cont)

52.216-22 Indefinite Quantity (OCT 1995) FAR

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

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

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

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

52.216-27 Single or Multiple Awards (OCT 1995) FAR

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.216-9017 Single or Multiple Awards (APR 2008) – DLAD

(a) In accordance with FAR 52.216-27, Single or Multiple Awards, the Government may elect to award a single task/delivery order contract or to award multiple task/delivery order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(b) Evaluation Criteria for Award: Proposals will be evaluated in accordance with the evaluation provision(s) specified in the solicitation. In the event of multiple awards, the same evaluation criteria will be used to determine which proposals represent the best value to the Government. The exact number of awards is left to the discretion of the Contracting Officer based on the best interest of the Government, considering factors such as the administrative burden to the Government to administer multiple awards, the

SECTION I – CONTRACT CLAUSES (cont)

recurring nature of the requirement, the need to increase the active production base for military requirements, and the benefits that may be achieved through order-level competition.

(c) Task/Delivery Order Placement Procedure: In the event of multiple awards, each awardee will be provided an opportunity to compete for individual task/delivery orders unless an exception at FAR 16.505(b)(2) applies. However, all testing and approval requirements, such as, but not limited to, first article testing, shall be satisfactorily completed prior to participating in order competition. Requests for order proposals may be transmitted to awardees by electronic, facsimile or oral means. The Contracting Officer shall establish a common cut-off date for the submission of proposals. As a minimum, evaluation criteria for order placement will include price. The Government reserves the right to consider additional factors such as past performance on earlier orders under the contract, quality, timeliness, cost control, and delivery. The request for order proposals will specify the evaluation factors.

(d) Conditional Award on Alternate Offer. The Government reserves the right to include amongst the multiple awardees any offeror who has submitted an alternate offer that has not yet been approved, but which has a reasonable likelihood of being approved within 180 days. This award would be a conditional award by which the alternate offeror would only be eligible to compete for orders in the event that the alternate offer is approved. The purpose of this conditional award is so that award to known acceptable sources to the Government is not delayed pending review of the alternate offer. In the event that the alternate offer is subsequently approved, and any required first article test is successfully completed and approved, that offeror will be eligible to compete for all subsequent task/delivery orders. In the event that the alternate offer is rejected, the conditional award will be subject to a no-fault termination at no cost to the Government. For alternate offer items, the Government reserves the right to impose first article test if recommended by the Engineering Support Activity. In such cases, the modification finalizing the award will also add the first article requirement. From the time the modification is issued, the contractor is legally bound to perform on delivery orders and shall comply with all terms and conditions of the contract.

(e) The competition advocate at each contracting activity/office (as defined in DLAD 2.101) shall act as the activity task and delivery order contract ombudsman pursuant toFAR 16.505(b)(5). The ombudsman shall attempt to resolve contractor complaints relative to placement of individual task and delivery orders at the local level. Complaints which cannot be so resolved will be resolved by the DLA competition advocate. Task/delivery order complaints must specify they are being filed pursuant to FAR 16.505.

SECTION I – CONTRACT CLAUSES (cont)

52.217-7 Option for Increased Quantity—Separately Priced Line Item (MAR 1989) FAR

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 5 **days** prior to the expiration of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) FAR

(A) DEFINITION. "HUBZONE SMALL BUSINESS CONCERN," AS USED IN THIS CLAUSE, MEANS A SMALL BUSINESS CONCERN THAT APPEARS ON THE LIST OF QUALIFIED HUBZONE SMALL BUSINESS CONCERNS MAINTAINED BY THE SMALL BUSINESS ADMINISTRATION.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUB Zone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

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

(3) A concern that is both a HUB Zone small business concern and a small disadvantaged business concern will receive the benefit of both the HUB Zone small business price evaluation preference and the small disadvantaged business price evaluation adjustment

SECTION I – CONTRACT CLAUSES (cont)

(see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

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

o Offeror elects to waive the evaluation preference.

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

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUB Zone small business concerns;

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

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUB Zone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUB Zone small business concerns.

(e) A HUB Zone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUB Zone small business participant or participants.

(f) A HUB Zone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUB Zone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

52.219-8 Utilization of Small Business Concerns (MAY 2004) FAR

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and

SECTION I – CONTRACT CLAUSES (cont)

subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

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

(c) *Definitions*. As used in this contract—

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

SECTION I – CONTRACT CLAUSES (cont)

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

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

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

52.219-9 Small Business Subcontracting Plan (FEB 2009) DEVIATION

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

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

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

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

SECTION I – CONTRACT CLAUSES (cont)

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

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

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

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

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

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

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

SECTION I – CONTRACT CLAUSES (cont)

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

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

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

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

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

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

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

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

(2) A statement of—

SECTION I – CONTRACT CLAUSES (cont)

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

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi)Women-owned small business concerns.

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

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

SECTION I – CONTRACT CLAUSES (cont)

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

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

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and (vi) Women-owned small business concerns.

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

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

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $550,000 ($1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

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

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

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

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

SECTION I – CONTRACT CLAUSES (cont)

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

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

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

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

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

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating—

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

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

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

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

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

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

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

SECTION I – CONTRACT CLAUSES (cont)

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

SECTION I – CONTRACT CLAUSES (cont)

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

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

(1) The master plan has been approved;

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

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

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

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

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

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

SECTION I – CONTRACT CLAUSES (cont)

commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

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

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

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

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

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

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

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

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

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

(2) *SSR*.

(i) Reports submitted under individual contract plans—

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

SECTION I – CONTRACT CLAUSES (cont)

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

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $550,000 (over $1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

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

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

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

(ii) Reports submitted under a commercial plan—

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

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

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

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

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

SECTION I – CONTRACT CLAUSES (cont)

the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

(3) For long-term contracts—

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American

SECTION I – CONTRACT CLAUSES (cont)

Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

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

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

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code _____ assigned to contract number _____.

[*Contractor to sign and date and insert authorized signer's name and title*].

Signature: _____

Date: _____

Title: _____

SECTION I – CONTRACT CLAUSES (cont)

52.222-54 Employment Eligibility Verification (JAN 2009) FAR

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

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements*.

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

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

(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not

SECTION I – CONTRACT CLAUSES (cont)

assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

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

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

(i) *All new employees.*

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

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

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

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

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

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

SECTION I – CONTRACT CLAUSES (cont)

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

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

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

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: *http://www.dhs.gov/E-Verify*.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,000; and

SECTION I – CONTRACT CLAUSES (cont)

(3) Includes work performed in the United States.

52.249-9000 Administrative costs of reprocurement after default (MAY1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of $1,155.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

52.252-2Clauses Incorporated by Reference (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: http://acquisition.gov/comp/far/loadmainre.html
DFARS: http://www.acq.osd.mil/dpap/dfraspgi/current/index.html
DLAD: http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm

52.252-6 Authorized Deviations in Clauses (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR 1) clause with an authorized deviation is indicated by the addition of (DEVIATION)" after the name of the regulation.

252.225-7012 Preference for Certain Domestic Commodities (DEC 2008) DFARS

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

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

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

(3) "Qualifying country" means a country with a memorandum of understanding or

SECTION I – CONTRACT CLAUSES (cont)

international agreement with the United States. The following are qualifying countries:

Australia
Austria
Belgium
Canada
Denmark
Egypt
Finland
France
Germany
Greece
Israel
Italy
Luxembourg
Netherlands
Norway
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

(4) "United States" means the 50 States, the District of Columbia, and outlying areas.

(5) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

SECTION I – CONTRACT CLAUSES (cont)

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include—

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

SECTION J – REFERENCE DOCUMENTS

Applies to Items 0001-0006

DSCP FORMS

DSCP Form 3507 - Loads: Unit: Preparation of Semi-perishable Subsistence Items
DSPC FORM 3556 – Marking Instructions for Shipping Cases, Sacks, and Unit Loads of Perishable and Semi-perishable Subsistence Items

FEDERAL STANDARD

FED-STD-101 – Test Procedures for Packaging and Materials
FED-STD-595 – Color Used in Government Procurement

NON-GOVERNMENTAL STANDARDS

AMERICAN SOCIETY FOR QUALITY CONTROL (ASQC) www.aoc.org

ANSI/ASQ Z1.4-2003 – Sampling Procedures and Tables for Inspection by Attributes

ASM INTERNATIONAL- www.astm.org

ASTM D 1974-98, (2003) Standard Practices for Methods of Closing, Sealing, & Reinforcing Fiberboard Boxes.

ASTM D5118/D 5118M-98 Standard Practice for Fabrication of Fiberboard Shipping Boxes.

ASTM D 3951-98 Standard Practice for Commercial Packaging. American Society for Testing and Materials.

MIL-STD-3006, June 2002 Sanitation Requirements for Food Establishments

AOAC INTERNATIONAL

www.aoac.org. Official Methods of Analysis of AOAC International

SECTION J – REFERENCE DOCUMENTS (cont)

In accordance with Section J Reference Documents of PCR-A-001A,5 August 2002 w/change 02 27 MARCH 2007 and PCR-F-002B, 19 OCTOBER 2004 w/change 02 27 March 2007.

DSCP Instruction, Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations, March 2001.

All documents, CIDS,PCR's and special technique and/or quality requirements cited elsewhere in this solicitation or not already presented in full text may be obtained by accessing the DSCP Subsistence Directorate website at:

http://www.dscp.dla.mil/subs/support/quality/index.asp

THE FOLLOWING SOLICITATION PROVISIONS AND/OR CONTRACT CLAUSES PERTINENT TO THIS SOLICITATION ARE HEREBY INCORPORATED IN FULL TEXT:

52.215-9017 List of Documents, Exhibits, and Other Attachments (APR 2008) DLAD

(a) THIS SOLICITATION/AWARD CONSISTS OF THE FOLLOWING DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

(1) Integrated Pest Management Program Requirements

(2) Small Business Subcontracting Plan Guide

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

52.204-3Taxpayer Identification (OCT 1988) (FAR)

(a) Definitions.
"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(d) Taxpayer Identification Number (TIN).
o TIN: _____.
o TIN has been applied for.
o TIN is not required because:
o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
o Offeror is an agency or instrumentality of a foreign government;
o Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
o Sole proprietorship;
o Partnership;
o Corporate entity (not tax-exempt);
o Corporate entity (tax-exempt);
o Government entity (Federal, State, or local);
o Foreign government;
- International organization per 26 CFR 1.6049-4;

o Other _____.

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

(f) Common parent.
o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
o Name and TIN of common parent:
Name _____
TIN _____

52.204-8 Annual Representations and Certification (FEB 2009) FAR

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is: See NAICS Codes in Section B.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

__ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

__ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

__ (iii) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

__ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

__ (ix) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE	TITLE	DATE	CHANGE

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

252.204-7007 Alternate A, Annual Representations and Certifications (JAN 2008) DFARS

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at https://orca.bpn.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.207-4 Economic Purchase Quantity—Supplies (AUG 1987) FAR

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

_____

_____

_____

_____

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

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

OFFEROR RECOMMENDATIONS			
Item	Quantity	Price Quotation	Total

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

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (JUL 2009) FAR

(a) *Definition.* "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

52.209-5 Certification Regarding Responsibility Matters. (DEC 2008) (FAR)

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

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

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

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

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

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

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted. (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.225-18 Place of Manufacturer (SEP 2006) FAR

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

" Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

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

(A) DEFINITIONS. AS USED IN THIS PROVISION—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (cont)

252.225-7000 Buy American Act–Balance of Payments Program Certificate (DEC 2009) DFARS

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number	Country of Origin (If known)
_____	_____

(End of provision)

SECTION "L" – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEORS

L-1 Submission of Offers:

A. DSCP will use best value continuum procedures, specifically the tradeoff process, for this acquisition. Offerors are required to submit a separate technical proposal along with the completed solicitation. Information and any Product Demonstration Models (PDMs) must be received no later than the time set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraph L-2 in the same order as the factors and sub-factors to facilitate the Government's evaluation in conducting a proper, thorough, and timely review of your proposal. Proposals will be evaluated to determine compliance with all characteristics listed for evaluation in Section "M". Failure to furnish all of the required information and PDMs by the time specified in the solicitation may be cause for rejection of the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

B. Your proposal must be prepared in separate parts as follows:

PART	TITLE	# OF COPIES
1	Completed Solicitation/Prices	1
2	Technical Proposal	2

L-2 Technical Proposal:

A. The Technical Proposal Factors and Sub factors are as follows:

- 1.0 Product Demonstration Model (PDM)
- 2.0 Past Performance
  - 2.1 Quality
  - 2.2 Delivery
  - 2.3 Socioeconomic Goals (Evaluation of Past Performance)
- 3.0 Surge and Sustainment
- 4.0 Food Defense/Force Protection
- 5.0 Socioeconomic Goals
- 6.0 DLA Mentoring Program
- 7.0 Ability One

Technical Factor 1.0 is significantly more important than evaluation factors 2.0 through 7.0 which are listed in descending order of importance. The subfactors under the Past Performance factor are also listed in descending order of importance. Factors 5.0, 6.0 and 7.0 are comparative in nature among the offerors as opposed to being ranked adjectively. Each evaluation factor will be evaluated separately and then an integrated assessment of the offeror will be performed.

SECTION "L" (cont)

The following information is required for technical proposals:

1.0 Product Demonstration Model (PDM):

1. Product Demonstration Models (PDM's) will be submitted at no expense to the Government and must be received at the time set for closing of offers. PDM's will become the property of the Government and will not be returned to the offeror. Failure to submit PDM's may result in rejection of an offer. Late submissions of PDMs may be the basis for rejection of the proposal.

2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on a production line, which will result in rejection of the product. Also, major changes in production methodology or packaging, such as implementation of new technology, may result in product which does not meet the production standard, which would require the submission and evaluation of new PDM's.

3. Characteristics for which the PDMs will be tested or evaluated are: Compliance with the item descriptions and product specifications; organoleptic qualities such as taste, color, texture, appearance and overall quality.

The overall PDM rating can be rated no higher than the rating of the lowest-rated characteristic, for example, if any one of the characteristics is rated "fair", the overall PDM rating will be no higher than "fair", even if certain characteristics are higher rated. A "poor" rating for any one characteristic will result in a "poor" overall PDM rating.

4. The approval of any PDM for the aforementioned organoleptic characteristics will not constitute approval of the product as meeting other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements.

5. Offerors certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failures of the models to conform to the specification may require rejection of the offer. Offerors shall also certify that product submitted under any resulting contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. Product from any resultant contract that does not conform to all requirements shall not be accepted by the Government.

6. PDM's shall be submitted as follows:

A total of 106 Samples (per each fruit) shall be submitted as PDM's to be mailed as follows:

SECTION "L" (cont)

A total of 32 PDM samples of each fruit item shall be mailed to:

U.S. Army Soldier Research, Development, and Engineering Command
Natick Soldier Research, Development & Engineering Center
Attn: RDNS-CFF
15 Kansas Street
Natick, MA 01760-5056

Note: Packages containing PDM's shall be identified as such on the end or side of the box and contain the following information:

Product Demonstration Model Sample
Solicitation Number
Product Identity
Lot #
Company Name and Address
Point of Contact Name and Phone Number

Inside the box along with the 32 samples should be the required paperwork fully identifying the product, solicitation number, contract number (if applicable), USDA Certification, any test results available, or any other information to assist in identifying the product and conducting the evaluation.

A total of 70 samples shall be sent to the cognizant in-plant Government inspector. In this instance, the offeror shall advise the Government inspector prior to production of the PDM's and shall obtain a signed statement from the inspector confirming possession of the samples and identifying the samples as from the same production lot as those submitted to Natick. The offeror shall submit this statement (s) with its balance of PDM samples submitted to DSCP.

The remaining four PDM samples for each item shall be mailed along with your technical proposal to the address indicated on block 8 of Form SF 33 of the solicitation and must come from the same product lot code as those submitted to Natick and the USDA Government Inspector.

Late submission of PDMs may be the basis for rejection of the proposal.

2.0 Past Performance:

Offerors may submit any information they want the Government to consider regarding their performance on Wet-Pack Fruit item (s) or similar type item(s) during the period since January 1, 2009 through December 31, 2009, to include Quality and Delivery history as well as Socioeconomic Achievements. Offerors who have not had contracts with DSCP should describe their commercial experience with similar items and

SECTION "L" (cont)

provide the names, points of contact, and phone numbers of those commercial customers. Offers are requested to submit any information about any unfavorable instances of past performance that occurred since January 1, 2009 through December 31, 2009, and the corrective actions taken to preclude any such recurrence. Offerors should submit information regarding their socioeconomic accomplishments as part of their past performance information.

The Government will consider all relevant factors and circumstances, and therefore encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred since January 1, 2009. More recent trends in contractor performance/delivery will be given more weight since they are deemed more indicative of the offeror's future performance. That is more recent aspects of performance – if there seems to be more than isolated instances – may be viewed as more significant than less recent aspects of performance. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, woman owned small business, Hub Zone small business, veteran owned small business, service disabled veteran owned small business or ABILITY ONE workshop will be part of the past performance evaluation.

3.0 Surge and Sustainment

Surge and Sustainment capability is a requirement of this solicitation. The offeror must provide a detailed approach for covering S & S requirements in the Capability Assessment Plan (CAP) along with information that includes (if any) past surge and sustained performance. Offerors must complete the CAP online through the Defense Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) website: https://spiders.dla.mil/spiders/home.asp.

A printed copy of the CAP and the "Committed Time-Phased Surge" production data must also be returned with this solicitation. The information stated in the Capability Assessment Plan will be part of the contract, and the contractor shall be obligated to accelerate deliveries up to the quantities entered in the CAP. Surge and Sustainment Clauses DLAD 52.217-9006 (JUN 2009 Alternate I), DLAD 52.217-9007 (JUN 2009 Alternate I), DLAD 52.217-9008 (JUN 2009 Alternate I), DLAD 52.217-9009 and DLAD 52.217-9010 are part of this contract. See referenced clauses listed below:

52.217-9006 Surge and Sustainment (S&S) Requirements (Jun 2009) DLAD – ALTERNATE I

This solicitation includes items that are critical to support Department of Defense's ability to conduct contingency operations. These items are designated as surge and sustainment items. The S&S delivery requirements are in addition to normal peacetime contract deliveries. The objective of the S&S in this solicitation is to obtain contractual

SECTION "L" (cont)

coverage to meet the S&S requirements for a Monthly Wartime Rate (MWR) or other delivery terms of the identified items in the schedule. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors are required to meet the terms and conditions of S&S requirements. Offerors are evaluated on their ability to meet the terms and conditions of the S&S requirement. The following information defines the requirements of the Defense Logistics Agency (DLA) S&S requirements:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and or accelerated delivery requirements, using production and or supplier base capabilities, in support of DoD contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S Quantity and Required Delivery Schedule are identified on an individual item basis, based on the Services' wartime planning requirements. The S&S Monthly Wartime Rate (MWR) is represented as a percentage or an exact number; however some items may require different delivery requirements. The S&S quantity and delivery requirements are above and beyond the production requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously referred to as the "Surge Plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping (e.g., S&S quantity and delivery requirements is for 10 feet of wire every 30 days, and the wire is sold to the government in 100 ft rolls. A single delivery of one roll in the first 30 days would meet the requirement for ten 30-day delivery periods).

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements (e.g., the schedule calls for 20 o-ring seals each 30-day period, but the vendor needs a 30 day ramp up and could deliver 40 in the second period and 20 each delivery period thereafter).

(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the MWR (e.g., the schedule calls for 20 seals each 30-day period, and the vendor can meet the schedule starting in the third ordering period but

SECTION "L" (cont)

needs a government investment to be capable of meeting deliveries in the first two months).

(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the MWR.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the MWR quantities specified), and includes an investment strategy that would improve the supplier's capability to deliver at the MWR.

(d) Government Investments. Use of government investment may be considered to address S&S coverage shortfalls as specified in (c) (3) to (7) above. Use of government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required prior to any government investment and any investment costs incurred by the Supplier without the explicit written approval of the CO is the sole responsibility of the supplier.

(e) Agreement to Participate in S&S Validation/Testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to validate the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist and occur through final contract delivery. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources, and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(f) Supplier Notification of S&S Capability Changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity of supplies identified in the Schedule of Supplies in accordance with the S&S required delivery schedule throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the CO within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

(g) Government Changes, Additions and Deletions to S&S Requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule must be done through bilateral contract modifications.

SECTION "L" (cont)

Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

(h) Early or Unexpected S&S Requirements. The supplier agrees to support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, or (2) for requirements exceeding those agreed upon in the Schedule and the CAP. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the contractor of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S quantities and the S&S quantities agreed to in the Schedule and CAP during the contingency.

52.217-9007 Surge and Sustainment (S & S) Instructions to Offerors (Jun 2009) ALTERNATE I DLAD

The offeror must provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a Validation/Test Plan.

Capability Assessment Plan (CAP):

Offeror shall submit a CAP that describes the method and capability to meet the surge requirements identified in the Schedule of this solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and all information required in Section L, Surge and Sustainment (S & S) Requirements of the solicitation.
Offeror must complete and print the CAP or questionnaire summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part
of the offer. For Subsistence items, use the industrial capability questionnaire tool through the SPIDERS website at: https://spiders.dla.mil/spiders/home.asp.

52.217-9008 Surge and Sustainment (S&S) Evaluation (JUN 2009) – ALTERNATE I DLAD

Surge and Sustainment capability is a requirement in this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP) and the quality and extent of the offeror's S&S past performance. The offeror's proposal may be deemed unacceptable for failure to submit the required S&S information in accordance with the solicitation. The Government reserves the right to require additional information if necessary. S&S will be evaluated as follows:

SECTION "L" (cont)

(a). **Capability Assessment Plan Evaluation.**

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit, and S&S past performance. The CAP must demonstrate the offeror's ability to provide the full S&S quantity and delivery requirements as specified in the solicitation; the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and delivery requirements and the ability to achieve these without Government investment.

(b.) **S&S Performance History Evaluation.**

The quality and extent of the offeror's previous S&S performance will be considered in the evaluation. In the absence of or in addition to DLA S&S past performance, the CO may consider other relevant performance history where the offeror demonstrated the ability to quickly respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both. This aspect of the offeror's past performance will not be considered in the evaluation of the past performance evaluation factor in this solicitation

52.217-9009 Surge and Sustainment (S&S) Pricing (Jun 2009) DLAD

(a). When pricing S&S items, the offeror will use a six-month period for the purpose of providing the offered prices for S&S requirements. However, the concept of S&S requires the offeror to surge to a delivery rate and sustain that rate throughout contingency operations that may last longer than six months or when the S&S item has a lead-time greater than six months.

(b). The offeror's proposed S&S prices will be evaluated for price reasonableness and *cost* realism in accordance with FAR 15.404-1 and 15.403. If proposed surge prices are higher than the peacetime prices, the Government reserves the right to request information other than cost or pricing data, or, if applicable, certified cost or pricing data to determine price reasonableness and cost realism. A breakdown of the costs attributable specifically to surge may be requested. Information supporting offered surge prices must include sufficient description explaining the causes of the price difference. The information shall be provided as a separate attachment to the proposal and may be submitted in the offeror's own format unless the contracting officer requires a specific format described in the solicitation.

(c). In accordance with FAR 15.403-4, the Truth in Negotiation Act (TINA) threshold includes S&S prices. If TINA is applicable, the Contracting Officer must obtain a certified cost or pricing data if none of the exceptions in 15.403-1(b) applies. If the S&S pricing exceeds the peacetime pricing, the additional information referred to in paragraph d. below is subject to certification, as applicable, in accordance with FAR 15.406-2.

SECTION "L" (cont)

(d). The offeror should provide a proposal that contains the offeror's best terms from a price and technical standpoint. When S&S pricing exceeds peacetime pricing, the offeror's proposal must identify the additional costs, if any, for supporting S&S requirements that are above the costs associated with peacetime buys, such as premium pay for overtime and/or additional shift, cost of expedited delivery of materials from sub-tier suppliers, minimum purchase quantities from sub-tier suppliers, the cost of reserving the production capacity and maintaining extra inventory, raw materials, or components to meet the S&S requirements.

52.217-9010 Limitations on Use of Surge and Sustainment (S&S) Government Investment (Jun 2009) DLAD

(a). The CAP must include the offeror's investment strategy in accordance with 52.217-9006. In the event the S&S requirement cannot be met with the supplier's resources and there is no cost effective solution to improve the industrial base capability, limited Government investment may be considered, if it is in the best interest of the Government. The supplier shall not incur any expenses ***before*** receiving written approval of Government investment from the Contracting Officer, and acts at its own risk in advance of such approval. Any government investment will only be used for obtaining S&S coverage in accordance with the terms and conditions of the contract. In the event of changes in conditions (e.g. manufacturing, labor market, industry, technology, etc.) that warrant a different investment approach to obtaining the S&S coverage, the supplier ***shall notify the Contracting Officer immediately upon knowledge of the change*** and shall submit, within 30 days thereafter, a new capability assessment plan describing the revised strategy for Contracting Officer's approval. If the initial investment has not been made or completed, the supplier will suspend S&S investment until receipt of written approval from the Contracting Officer.

(b). The contractor shall not use Government S&S investments for any purpose other than to support S&S delivery orders, unless such use has been authorized by the Contracting Officer in writing. Contractor shall submit in writing to the contracting officer any desired use *of* the S&S investments and consideration offered to the Government for this use.

(c). The supplier's stock rotation plan must ensure that newest materials are available for production and no material is held beyond its shelf-life expiration date, and use of Government investments (e.g., lead-time materials) is only authorized to support S&*S* delivery orders. A stock rotation plan must be included as part of the supplier's CAP and shall not preclude the supplier from making the surge deliveries.

Surge Spreadsheet for Wet-Pack Fruit Rations Component Items

Please annotate the maximum quantity you can provide for each MRE component item in each of the listed time frames. This information should be in Excel spreadsheet format and

SECTION "L" (cont)

submitted on a CD with the offeror's proposal by the closing date of the solicitation.

C+15 means the quantity you can provide within 15 days of the beginning of a surge event.

	C+15	C+30	C+60	C+90	TOTAL
NSN: 8905-01- 157-3024 ***Mixed Fruit, Shelf Stable*** *Sweetened, US Grade B or better* *Flexibly packaged,4.5 oz. bag, Type V, PCR-F-002B,* *Change 02, 27 March 2007*					
NSN: 8905-01- 224-6145 ***Pears, Shelf Stable*** *Sweetened, Sliced or Diced,* *US Grade B or better* *Flexibly packaged,4.5 oz. bag, Type IV, PCR-F-002B,* *Change 02, 27 March 2007*					
NSN: 8915-01- 467-1490 ***Applesauce, Shelf Stable with*** *Raspberry Puree, Sweetened* *Regular Style, US Grade A* *Flexibly packaged,4.5 oz. bag, Type VI, PCR-F-002B,* *Change 02, 27 March 2007*					
NSN: 8915-01- 492-5548 ***Applesauce, Shelf Stable*** *Carbohydrate Enhanced, Sweetened* *Regular Style, US Grade A for all factors except for Color,* *Which shall be US Grade B or better,* *Flexibly packaged,4.5 oz. bag, Type VII, PCR-F-002B,* *Change 02, 27 March 2007*					
NSN: 8915-01- 525-9671 ***Applesauce, Shelf Stable*** *with Mango and Peach and Puree, Sweetened* *Regular Style, US Grade A* *Flexibly packaged,4.5 oz. bag, Type III, PCR-F-002B,* *Change 02, 27 March 2007*					
NSN: 8940-01-443-1520 ***Apple Pieces in Spiced Sauce,*** *Thermostabilized* *Flexibly packaged, 5 oz. bag, (141.75g)* *PCR-A-001A* *Change 02, 27 March 2007*					

SECTION "L" (cont)

4.0 Food Defense (Force Protection)

The DSCP Subsistence Directorate provides worldwide subsistence logistics support during peacetime, as well as, during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DSCP to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items. DSCP Subsistence contracts have a requirement for the submission and implementation of some type of Food Defense at each contractor's facility.

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take all necessary actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism. The contractor will insure that products and/or packaging have not been tampered with or contaminated throughout the manufacturing, storage, and delivery process. If a breach of security or suspicious activity does occur, timely notification and cooperation with local/state/federal authorities and public health and/or local officials as appropriate is crucial. In addition to alerting the aforementioned officials, DSCP requires that, in addition to other reporting, product contamination/adulteration or that presents any other health or safety hazards to DSCP customers whether accidental or intentional be immediately reported to the applicable Contracting Officer so that immediate action be taken by DSCP under the DOD Hazardous Food and Nonprescription Drug Recall Reporting Program.

Accordingly, the offeror shall submits its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DSCP Food Defense Checklist. To download a copy of the DSCP Food Defense Checklist, offerors should access the following website: http://www.dscp.dla.mil/subs/fs_check.pdf
Any questions on Food Defense/Force Protection may be directed to Defense Supply Center Philadelphia, Directorate of Subsistence, Bldg.6, Attn: DSCP-FTSB, Quality Audits & Food Defense Branch, 700 Robbins Avenue, Philadelphia, PA 19111-5092. Fax: (215) 737-0379 or Voice (215) 737-8656/3876.

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

SECTION "L" (cont)

The Offeror's Food Defense submittal will be evaluated, and assigned a rating of Excellent, Good or Poor. In no event will an award be made without a Food Defense Plan that is considered acceptable to prevent product tampering and other security issues.

5.0 Socioeconomic Goals

(a) Participation Level:

(1) Offerors will be evaluated on a competitive basis (i.e the offerors will be compared to each other rather than an abstract standard). The Government will evaluate the offeror's Socioeconomic plan to ensure that to the maximum extent practicable, Small Business (SB), Women-Owned Small Business (WOSB), Hub Zone Small Business (HZSB), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Business (SDB) concerns and ABLITY ONE workshop concerns are used as both suppliers and subcontractors in terms of percentages and total dollars. Their proposal is rated in comparison to the other proposals received. Specifically, the Government will evaluate the percentage of dollars subcontracted to SB, WOSB, HZSB, VOSB, SDVOSB, ABILITY ONE and SDB concern participation in the performance of the contract at the contractor and subcontractor level. (Subcontractor dollars for below should include supplier's levels).

The following format shall be used:

	DOLLARS	PERCENT OF SUBCONTRACTING DOLLARS
Total Contract Price	$	%
Total to be Subcontracted	$	%
To Large Business	$	%
To Small Business	$	%
To Small Disadvantaged	$	%
To Woman-Owned Small Business	$	%
To Other Small Business	$	%
To ABILITY ONE Concerns	$	%

b. Organizational Efforts:

(1) The offeror shall describe the efforts it will make to ensure that SB, WOSB, HZSB, VOSB, SDVOSB, ABILITY ONE and SDB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition. When subcontracting with SB, WOSB, HZSB, VOSB, SDVOSB, ABIITY ONE and SDB concerns, their participation can bridge the entire scope of the contract, such as, but not limited to: sourcing the product, distribution/delivery, maintenance of supplying the prime contractor with any EDI/Electronic commerce system.

(2) The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, WOSB, HZSB, VOSB, SDVOSB, ABILITY ONE and SDB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that equitable opportunity is afforded the

SECTION "L" (cont)

SB, WOSB, HZSB,VOSB,SDVOSB, ABILITY ONE and SDB firms to compete for contracts or supplier selection; as part of this, the offeror must identify the employee's position in the firm and describe the employee's duties in relation to this plan.

(1) The offeror may be required to cooperate in studies or surveys in order to allow the government to determine the extent of subcontracting opportunities you have identified for this acquisition.

52.215-9002 Socioeconomic proposal (NOV 2009) - DLAD

In addition to any subcontracting plan required by the clause 52.219-9:

(a)Provide a description of the efforts your company will make to assure that small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and Service-Disabled Veteran-Owned Small Business (SDVOSB) small business concerns will have equal opportunity to compete for subcontracts under a resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and SDVOSB small business concerns. Include specific names of subcontractors to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and SDVOSB small business concerns during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and SDVOSB small businesses.

(d) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged, women-owned, HUBZone, Veteran-owned, and SDVOSB small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

6.0 DLA Mentoring Program

Instructions for submitting a DLA Mentoring proposal are included in the DLAD clauses below:

SECTION "L" (cont)

52.219-9002 DLA Mentoring Business Agreements (MBA) Program (DEC 1997) DLAD

(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day ("ABILITY ONE") Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protégé, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protégé will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protégé selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

The submitted plan should consist of one or more agreements between the prime contractor and a small business, small disadvantaged business, woman-owned small business, Hub-zone small business, veteran-owned small business, service disabled veteran owned small business, and ABILITY ONE that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth which is measurable and meaningful.

SECTION "L" (cont)

a. Participants

Cite your criteria in selecting a firm with to mentor. In addition provide the following information with all submissions:

(a) Name, Address, and Plant Location for contract holder and potential SB, WOSB, HZSB, VOSB, SDVOSB, ABILITY ONE and SDB participant(s).

(b) Point of Contact, Job Title and Phone Number of all personnel involved in the development and oversight of any agreement from both parties.

(c) The number of people employed by the SB, WOSB, HZSB, VOSB, SDVOSB, ABILITY ONE and SDB concern.

b. Agreement Type

Provide copies of agreement in place or describe the type of agreement between the contract holder and the SB, WOSB, HZSB, VOSB, SDVOSB, ABILITY ONE and SDB concern. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans which identify new business ventures rather than expansion of existing agreements are preferred.

DLA MBA mentoring agreements shall specifically identify the areas of developmental assistance (i.e., management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancing. Describe the scope of the plan (i.e., whether the plan will be specifically related to the requirements contained in this solicitation or will the plan cover other government and commercial contracts).

Offeror shall identify and describe the management control technique that would be used to ensure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

c. Measurements and Reporting

(1) Provide a chart indicating the milestones for program implementation.

(2) Discuss and describe the measurements or yardsticks that will be utilized to determine if program objectives and goals have been met. Give projections of anticipated measureable which successful program activities should produce in the following areas:

SECTION "L" (cont)

(a) An increase in the dollar value of subcontracts awarded to SB, WOSB, HZSB, VOSB, SDVOSB, ABILITY ONE and SDB concerns under DoD contracts.

(b) An improvement in the level of participation in DoD, other Federal agencies and commercial contracting opportunities.

(3) Mentors will be required to submit periodic progress reports on their agreements.

NOTE: Offeror will be evaluated on a comparative basis (i.e. the offerors will be compared to each other rather than an abstract standard).

52.219-9003 DLA Mentoring Business Agreements (MBA) Performance (DEC 1997) DLAD

(a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protégé based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.

(b) The contractor-mentor and its protégé(s) shall meet semi-annually with the DLA Contracting Officer and the Small Business Specialist(s) from the buying activity and/or the DCMA component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protégé that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

7.0 Ability One

Ranking: Ability One Goals will be comparatively ranked with other proposals received in accordance with the following DLAD provisions:

SECTION "L" (cont)

52.215-9004 Ability One, (formerly called Javits-Wagner-O'Day Act ("JWOD")) entity proposal (Dec 1997) DLAD

(a) Provide a description of the efforts your company will make to assure that "Ability One", (formerly called Javits-Wagner-O'Day Act (JWOD)) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by "ABILITY ONE" concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for "ABILITY ONE" entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to "ABILITY ONE" entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to "ABILITY ONE" entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of "ABILITY ONE" entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged and women-owned small businesses).

52.215-9006 ABILITY ONE, (FORMERLY CALLED JAVITS-WAGNER-O'DAY ACT ("JWOD")) ENTITY SUPPORT- CONTRACTOR REPORTING (DEC 1997) DLAD

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to "ABILITY ONE" entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

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

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008) (FAR)

SECTION "L" (cont)

52.214-34 Submission of Offers in the English Language (APR 1991) (FAR)

52.214-35 Submission of Offers in U.S. Currency (APR 1991) (FAR)

52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004) (FAR)

52.215-5 Facsimile Proposals (OCT 1997) (FAR)

52.233-9000 Agency Protest (SEP 1999) DLAD

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

52.211-2 Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (JAN 2006) FAR

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (http://assist.daps.dla.mil);

(2) Quick Search (http://assist.daps.dla.mil/quicksearch);

(3) ASSISTdocs.com (http://assistdocs.com).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(1) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

52.216-1 Type of Contract (APR 1984) FAR

The Government contemplates award of a Firm-Fixed Price/Indefinite- Delivery Type contract resulting from this solicitation.

SECTION "L" (cont)

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999) FAR

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

52.233-2 -- Service of Protest (Sep 2006) FAR

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) Mr. James Lecollier by obtaining written and dated acknowledgment of receipt from DSCP, Bldg. 36, Bid Opening Room, Second Floor, 700 Robbins Avenue, Philadelphia, PA19111-5096.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.215-9008 Facsimile Bids and Proposals (JUL 2005) DLAD

(a) Facsimile bids, proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will be considered only if authorized in the solicitation by FAR 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). Fax machines should be programmed to include the telephone number as the distant station ID. This information is required to assist in properly documenting receipt.

(b) DLA/DSCC Internet Bid Board System (DIBBS) and Internet Quoting System (IQS). DIBBS and IQS do not permit facsimile proposals. Facsimile proposals in response to DIBBS or IQS solicitations will be rejected and returned to the offeror.

(c) DSC Richmond. The telephone number of the receiving facsimile equipment is 804-279-4165. For bid/proposal security reasons facsimile equipment is not located in the place designated for receipt of offers. Regular interoffice pick-up of facsimile transmissions occurs daily at 10:30 a.m. and 1:30 p.m., Eastern Time zone.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received

SECTION "L" (cont)

by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

Alternate II
(c) DSC Philadelphia. The telephone number of the receiving facsimile equipment is 215-737-9300/01.

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998) FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):
http://www.dla.mil/j-3/j-336/icps.htm.

52.252-5 Authorized Deviations in Provisions (APR 1984) FAR

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

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DOD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M – EVALUATION FACTORS FOR AWARD

M-1 A. Overview: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. Each evaluation factor will be evaluated separately and then the contracting officer will make an integrated assessment of the offer. If a decision is made to hold discussions, the contracting officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one or more proposals will be selected for award by the SSA, as described in paragraph (B) below. While the source selection authority's assessment will strive to determine the overall value of each offer, judgment on the part of the Government evaluators is implicit in the entire process. The Government reserves the right to select a successful offeror at other than the lowest price submitted and in accordance with the evaluation factors set forth.

B. Evaluation Process:

(1) **Technical Evaluation**: Offerors are required to submit technical proposal, including a Product Demonstration Model(s) as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical factors specified in this Section M. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, and excluded from the competitive range regardless of the prices offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

(2) **Business Evaluation**: Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305. The Government will also evaluate the offeror's proposals to determine cost/price balance. Projected award is for a Firm Fixed price. Cost/price balance relates to an offeror's demonstrating that the proposed price provides an adequate reflection of its understanding of the requirements of this solicitation.

(3) **Selection**: The final technical and business evaluation reports will be furnished to the Contracting Officer. The Contracting Officer will prepare a written source selection report to the Source Selection Authority. The Source Selection Authority will make the source selection decision. The responsible offeror(s) whose proposal(s) are most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors established in M-2, will be selected for award.

SECTION M (CONT)

M-2 Evaluation Factors for Award (Evaluation Criteria):

A. The Government will use best value continuum procedures, specifically the trade-off process, in evaluating proposals. The Government will make award to the responsible offerors whose offers conform to the requirements of the solicitation and are most advantageous to the Government, cost or price, technical quality, and other factors considered. For this solicitation, the technical proposal is significantly more important than cost or price. As technical proposals become more equal, the evaluated cost or price becomes more important.

The Technical Evaluation Factors and Sub factors are as follows:

- 1.0 Product Demonstration Models (PDM's)
- 2.0 Past Performance
  - 2.1 Quality
  - 2.2 Delivery
  - 2.3 Socioeconomic Goals (evaluation of Past Performance)
- 3.0 Surge and Sustainment
- 4.0 Food Defense /Force Protection
- 5.0 Socioeconomic Goals
- 6.0 DLA Mentoring
- 7.0 Ability One

Technical evaluation factors 1.0 is significantly more important than evaluation factors 2.0,3.0, 4.0, 5.0, 6.0 and 7.0 which are in descending order of importance. The sub factors under Past Performance factor are in descending order of importance, i.e. factor 2.1 is more important than factor 2.2. Factors 5.0, 6.0 and 7.0 are comparative in nature among the offerors as opposed to being ranked adjectively. Each evaluation factor will be evaluated separately, and then an integrated assessment of the offeror will be performed.

1.0 Product Demonstration Models (PDM's)

The Government will evaluate the PDM's for compliance with the item description, supplied certified analytical requirement results and product specifications. The Government will also evaluate (by a trained panel) the organoleptic qualities of the food product to include taste, texture, odor, and appearance using Natick's recognized hedonic rating scale (on a scale of 1.00 to 9.00) to determine product quality and to compare offers. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer. The PDM rating for a specific component item will be no higher than the rating of the lowest-rated characteristic, for example, if any one of the characteristics is rated "fair", the overall PDM rating will be no higher than "fair", even if certain characteristics are rated higher. A "poor" rating for any one characteristic will result in a "poor" overall PDM rating.

Rating scale for PDM's will be based on an adjectival rating of Excellent, Good, Fair and Poor.

SECTION M (CONT)

2.0 Past Performance:

The Government will evaluate the past performance of each offeror for the period since January 1, 2009 through December 31, 2009, regarding product quality and timely delivery and based on that evaluation will assign each offeror a level of confidence that the offeror will perform satisfactorily. The Government will evaluate the offeror's record of past performance as reflected in its performance of contracts, and the contractor's reliability in providing product that conforms to the solicitation requirements.

This assessment will be based on information provided by the offeror in its proposal, information contained in records maintained by the Government, (for example but not limited to, warranty actions, destinatation failures, late deliveries etc.) and possibly by investigation of the contractor's record of performing commercial contracts. The Government will consider all relevant facts and circumstances, and therefore, encourage offerors to divulge and explain their technical proposal and unfavorable quality or delivery instances that occur since January 1, 2009. More recent trends in contractor performance/delivery will be given more weight since they are more indicative of the offerors future performance. That is (considering only the period since January 1, 2009 more recent aspects of performance) – if there seem to be more than isolated instances – may be viewed as more significant than less recent aspects of performance.

Each subfactor will be evaluated separately and then an overall past performance rating will be assigned based on the individual subfactor ratings.

Performance on prior contracts in subcontracting with and assisting Small Business (SB), Women-Owned Small Business (WOSB), Hub Zone Small Business (HZSB),Veteran-Owned Small Business (VOSB), Service-Disabled Veteran Small Business (SDVOSB), and Small Disadvantage (SDB) concerns will part of the past performance evaluation.

Rating scale for Past Performance and its related sub-factors will be based on an adjectival rating of Excellent, Good, Fair and Poor.

3.0 Surge and Sustainment

Surge and Sustainment capability is a requirement in this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP). The offeror's proposal may be deemed unacceptable for failure to submit the required S&S information in accordance with the solicitation. The Government reserves the right to require additional information if necessary. S&S will be evaluated as follows:

a. Capability Assessment Plan Evaluation.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit. The CAP must demonstrate the offeror's ability to provide the full S&S quantity and delivery requirements as specified in the solicitation; the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and delivery requirements; and the ability to achieve these without Government investment.

Rating scale for Surge and Sustainment will be based on an adjectival rating of Excellent Good, Fair, and Poor.

SECTION M (CONT)

4.0 Food Defense (Force Protection)

The Government will evaluate the acceptability of the offeror's Food Defense Plan. The Government will examine procedures that are in place, or will be in place, to prevent product tampering and contamination, and assure overall plant security and food safety. Offeror must describe in detail the types of safekeeping measures that will be taken to provide for product security and integrity of food supplies for military customers throughout the life of the proposed award period. The Plan should be formatted in accordance with, and address the issues contained in, the DSCP Food Defense Checklist. As part of the Food Defense Plan, offeror will be required to submit a completed checklist.

Rating scale for Food Defense will be based on the adjectival rating scale of Excellent, Good, and Poor.

5.0 Socioeconomic Goals

Offerors for Socioeconomic goals will be evaluated on a comparative basis (i.e. the offerors will be compared to each other rather than an abstract standard). The Government will evaluate the offeror's Socioeconomic plan to ensure that to the maximum extent practicable, Small Business (SB), Woman Owned Small Business (WOSB), Small Disadvantaged Business (SDB), HUB Zone Small Business (HZSB), Veteran Owned Small Business (VOSB), Service Disabled Veteran Owned Small Business (SDVOSB), and ABILITY ONE workshop concerns are used as both suppliers and subcontractors. Their proposal is rated in comparison to the other proposals received. Specifically, the Government will evaluate the percentage of dollars subcontracted to SB, WOSB, HZSB, VOSB, SDVOSB, SDB concerns, and ABILITY ONE workshops, including personnel designated for handling this part of the contract. An offeror who is a SB, SDB, WOSB, HZSB, VOSB, and SDVOSB will receive additional credit, for evaluation purposes, by adding its non-subcontracting dollars to its subcontracting dollars.

52.215-9003 Socioeconomic support evaluation (Nov 2009) DLAD

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by Small, Small Disadvantaged, Women-Owned, HUB Zone, Veteran-Owned, and Service-Disabled Veteran-Owned Small Business (SDVOSB) small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged women-owned, HUB Zone, Veteran-owned, and SDVOSB small

SECTION M (CONT)

businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Agency's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, women-owned, HUB Zone, Veteran-owned, and Service Disabled Veteran-owned small businesses will be part of past performance evaluation.

6.0 DLA Mentoring:

The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUB Zone Small Business (HZSB), Veteran-owned Small Business (VOSB), and Service Disabled Veteran-owned (SDVOSB) small businesses are afforded the opportunity through the assistance of the prime contractor, to participate in the DLA Procurement Process. The offeror may also propose to mentor an "ABILITY ONE" qualified non-profit agency. The responses from offerors in the MBA Program will be evaluated on a comparative basis (i.e. the offerors will be compared to each other rather than an abstract standard.) The offeror who indicates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor. This evaluation will access the offeror's willingness to assist such firms in receiving better market shares.

In addition, we will also evaluate the offeror's mentoring of the protégé's increasing commercial business. The quality and results are more important than the number of agreements.

7.0 Ability One:

Ranking: Ability One Goals will be comparatively ranked in accordance with the following DLAD provision/clause:

52.215-9005 Ability One, (formerly called Javits-Wagner-O'Day Act ("JWOD")) entity support evaluation (DEC 1997) DLAD

The "Ability One", (formerly called Javits-Wagner-O'Day Act (JWOD)) Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by "ABILITY ONE" qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which "ABILITY ONE" entities are the mandatory source generally will receive a higher

SECTION M (CONT)

rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Agency activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting "ABILITY ONE" entities will be used as an element of past performance evaluation in subsequent source selection decisions.

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

52.217-4 Evaluation of Options Exercised at Time of Contract Award (Jun 1988) FAR

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

52.217-5 - Evaluation of Option - (Jul 1990) FAR

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

52.211-9011 Enterprise Business Solution (EBS) Delivery Terms and Evaluation (May 2006) DLAD

DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

IN REPLY
REFER TO **DSCP-FRTC**

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF THE SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(d).

IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SMALL BUSINESS SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

NOTES:

1) **The features of the former SBA PRO-Net site are now available only through the Central Contractor Registration (CCR) at www.ccr.gov. The CCR "Dynamic Small Business" function performs the same searches as PRO-Net. If the company indicates it's a small business when registering or updating CCR registration, a supplemental page with small business information will pop up. This page allows the company to enter its small business profile information. This data will automatically populate the SBA database where the company's business information can be readily accessed through the "Dynamic Small Business" search function.**

2) **Hub Zone Small Business representation requires certification by the Small Business Administration (SBA). This certification can be viewed in the Central Contractor Registration (CCR)/Dynamic Small Business (DSB) company profile at www.ccr.gov or www.sba.gov/hubzone.**

3) **FAR 52.219-9 (d)(1)(i) & (ii) allows the counting of subcontracts awarded to an Alaskan Native Corporation (ANC) or Indian Tribe towards the subcontracting goals for small business and small disadvantaged business concerns regardless of the size or SBA certification status of the ANC or Indian Tribe.**

4) **Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) replace Standard Form 294 and Standard Form 295. (www.esrs.gov).**

5) **DoD contractors can take credit under their small business goal for purchases with AbilityOne Program affiliated nonprofit agencies (NIB/NISH). (DFARS 219.703(a))**

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SMALL BUSINESS SUBCONTRACTING PLAN.

Small Business Subcontracting Plan Outline (Model)

Offerors are to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan requirements, and FAR clause 52.219-9, Small Business Subcontracting Plan, before submitting their subcontracting plans.
(The model is not intended to replace any existing corporate plan, which is more extensive.)

Identification Data:

Company Name: _____
Address: _____
Date Prepared: _____ Solicitation Number: _____
Item/Service: _____
Effective Period: Only applies to an annual commercial plan.

TYPE OF PLAN: (Check only one).

_____ **INDIVIDUAL PLAN**: *In this type of plan, all elements are developed specifically for this contract and apply for the full term of this contract.* ISR and SSR requirements.

_____ **MASTER PLAN**: *In this type of plan, goals are separately developed for each contract like an individual plan; all other elements are standard. The master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.* ISR and SSR requirements.

_____ **COMMERCIAL PLAN:** *This type of plan is used when the contractor sells large quantities of off-the-shelf commodities. It is the preferred type of plan for commercial items and is submitted annually based on the contractor's fiscal year. Plans and goals are negotiated with the initial agency on a company-wide basis rather than for individual government contracts. The approved plan remains in effect during the contractor's fiscal year for all Government contracts in effect during that period. The contractor must provide a copy of the initial agency approval, and must submit the annual SSR with a breakout of subcontracting prorated for DoD if doing business with multiple government agencies.* SSR requirement only.

1. GOALS:

State separate dollar and percentage goals for Small Business, Small Disadvantage Business,, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business in the following format. ***Express all dollar goals as a percentage of total planned subcontracting dollars.*** *State goals separately for each option period if applicable.*

*******REMINDER*******
EDIT NUMBER OF OPTION PERIODS TO SPECIFIC SOLICITATION. OPTION PERIODS DO NOT APPLY TO A COMMERCIAL PLAN WHICH IS SUBMITTED AND APPROVED ANNUALLY.

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

Estimated Dollar Value of All Planned Subcontracting				
Base	1ST Option	2nd Option	3rd Option	4th Option
$	$	$	$	$
100%	100%	100%	100%	100%

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

Subcontracting to Large Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option
$	$	$	$	$
%	%	%	%	%

C. Estimated dollar value and percentage of total planned subcontracting to small business concerns is: (Include Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business, Service Disabled Veteran Small Business, including *Alaskan Native Corporations and Indian Tribes:*

Subcontracting to Small Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option
$	$	$	$	$
%	%	%	%	%

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

Subcontracting to HUBZone Small Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option
$	$	$	$	$
%	%	%	%	%

E. Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns *including Alaskan Native Corporations and Indian Tribes* is:

Subcontracting to Small Disadvantaged Business Concerns				
Base	**1st Option**	**2nd Option**	**3rd Option**	**4th Option**
$	$	$	$	$
%	%	%	%	%

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

Subcontracting to Women-Owned Small Business Concerns				
Base	**1st Option**	**2nd Option**	**3rd Option**	**4th Option**
$	$	$	$	$
%	%	%	%	%

G. Estimated dollar value and percentage of total planned subcontracting to Veteran-Owned Small Business concerns is:

Subcontracting to Veteran-Owned Small Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option
$	$	$	$	$
%	%	%	%	%

H. Estimated dollar value and percentage of total planned subcontracting to Service Disabled Veteran-Owned Small Business concerns is:

Subcontracting to Service Disabled Veteran-Owned Small Business Concerns				
Base	**1st Option**	**2nd Option**	**3rd Option**	**4th Option**
$	$	$	$	$
%	%	%	%	%

NOTE: Total Small Business includes each subgroup (HUBZone, SDB, WOSB, SDVOSB and VOSB, plus all other small businesses that do not fall into a specified subgroup. Do not add together subgroup dollars to reach the total Small Business figure, as the same dollars can be counted for each subgroup as applicable.

I. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are: (Check all that apply).

Business Category or Size									
Product Service	LB	SB	SDB	WOSB	HZSB	SDVOSB	VOSB		

(Attach additional sheets if necessary.)

METHOD

J1. Explain the methods used to develop the subcontracting goals for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

J2. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns were determined.

J3. How the capabilities of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns were determined.

J4. Identify all source lists used in the determination process.

K. Indirect and overhead costs ___ HAVE BEEN or ___ HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

L. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

2. PROGRAM ADMINISTRATOR:

FAR 52.219-9(d)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

Name:
Title:
Position:
Email Address:
Address:
Telephone:

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

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

B. Developing and maintaining bidders' lists of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns from all possible sources.

C. Ensuring periodic rotation of potential subcontractors on bidders' lists.

D. Assuring that Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business participation.

G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

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

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

J. Directly or indirectly counseling Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns on subcontracting opportunities and how to prepare bids to the company.

K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.

L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.

M. Developing and maintaining an incentive program for buyers, which supports the subcontracting program.

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

O. Preparing and submitting timely reports.

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

3. EQUITABLE OPPORTUNITY

FAR 52.219-9(d)(8) requires a description of the efforts your company will make to ensure that Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to the following activities:

A. Outreach efforts to obtain sources:

_____ Contacting minority and small business trade associations

_____ Contacting business development organizations

_____ Requesting sources from the Central Contractor Registration, Dynamic Small Business (SDB) search)

_____ Attending small, minority, and women-owned business procurement conferences and trade fairs

B. Internal efforts to guide and encourage purchasing personnel:

_____ Presenting workshops, seminars and training programs

_____ Establishing, maintaining and using Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business source lists, guides and other data for soliciting subcontracts

_____ Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

4. CLAUSE INCLUSION AND FLOWDOWN

FAR 52.219-9(d)(9) requires the following:

(Insert company name) *will include the clause at FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities and will require all subcontractors, except small business concerns, that receive subcontracts in excess of $550,000 ($1,000,000 for construction) to adopt a plan complies with the requirements of FAR 52.219-9, "Small Business Subcontracting Plan."*

[Insert company name] *further* agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns must be determined on a case-by-case basis depending on the supplies and services involved and the availability of potential Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website www.ers.gov.

In accordance with policy letters published by the Office of Federal Procurement Policy, such assurance must describe the offer's procedures for the review, approval and monitoring for compliance with such subcontracting plans.

5. REPORTING AND COOPERATION

FAR 52.219-9(d)(10) requires the following:
***(insert company name)** will (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website; and (4) ensure that subcontractors agree to submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website.*

Calendar Period	Report Due	Date Due
10/01–03/31	Individual Subcontracting Report (ISR)	04/30
04/01–09/30	Individual Subcontracting Report (ISR)	10/30
10/01–09/30	Summary Subcontracting Report (SSr)	10/30

6. RECORDKEEPING

FAR 52.219-9(d)(11) requires the following:
***(Insert company name)** will maintain records to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to, the following:*

A. Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concern source lists, guides, and other data identifying such vendors.

B. Organizations contacted for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business sources.

C. On a contract-by-contract basis, records on all subcontract solicitations over $100,000, which indicate for each solicitation:

C1. Whether Small Business concerns were solicited, and if not, why not.

C2. Whether HUBZone Small Business concerns were solicited, and if not, why not.

C3. Whether Small Disadvantaged Business concerns were solicited, and if not, why not.

C4. Whether Women-owned Small Business concerns were solicited, and if not, why not.

C5. Whether Veteran-owned Small Business concerns were solicited, and if not, why not.

C6. Whether Service-Disabled Veteran-Owned Small Business concerns were solicited, and if not, why not.

C7. Reasons that solicited Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business Concerns failed to receive the subcontract award.

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at Small Business, Small Disadvantaged, Woman-Owned Small

Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business procurement conference and trade fairs.

E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial plans).

G. Other records to support your compliance with the subcontracting plan: (Please describe)

SIGNATURES REQUIRED

This subcontracting plan was submitted by:	This subcontracting plan was accepted by:	
Company:	Agency:	*The individual signing the plan should be an executive of the company and not the designated plan administrator.
Signature:*	Signature:	
Typed Name:	Typed Name:	
Title:	Title: Contracting Officer	
Date:	Date:	

DEFINITIONS

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SMALL BUSINESS CONCERN (SELF CERTIFY)

Located in the U.S., organized for profit; including affiliates is independently owned and operated; not dominant in the field of operation in which it is competing; AND meets Small Business Administration (SBA) size standard included in the solicitation. The size standard is based upon the North American Industrial Classification System (NAICS) assigned to the specific procurement dependent upon product/service purchased. SELF CERTIFY

DFARS 252.219-7003 allows subcontracts awarded to AbilityOne nonprofit agencies approved by the Committee for Purchase from People Who Are Blind Severely Disabled under Javits-Wagner-O'Day Act (JWOD) (41 USC 46-48) and 10 U.S.C. 241d and Section 9077 of P.L. 102-396 to be counted toward the contractor's small business subcontracting goal.

HUB Zone: A historically underutilized business zone is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUB ZONE SMALL BUSINESS CONCERN (SBA CERTIFIED)

A small business concern located in a "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUB Zone. Status as a qualified HUB Zone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUB Zone small business, it will issue a certification to that effect and will add the company to the List of Qualified HUB Zone Small Business Concerns on its Internet site at www.sba.gov/hubzone. The concern must be listed to be considered a HUB Zone small business concern. The HUB Zone application can be obtained from the same web site. HUB Zone certification will also appear in the company's profile listed in the Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business" search.

SMALL DISADVANTAGED BUSINESS CONCERN (SDB) (SELF CERTIFY)

A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed $750,000 ($250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

WOMAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women. SELF CERTIFY

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

(1) A small business concern –

- **(i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicity owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and**
- **(ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.**

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

VETERAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

A small business concern –

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

(ii) the management and daily operations of which are controlled by one or more veterans.

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

INDIAN TRIBE means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1425©. This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).