SPM300-05-R-7051

CAUTION NOTICE

This acquisition is for Wet Pack Fruit, Shelf Stable, for use in the MRE program. Product shall be procured as an Unrestricted Procurement. Best Value Continuum Procedures, specifically the Trade-off process, shall be utilized.

NOTE THE FOLLOWING:

This is an indefinite quantity contract (IQC), as provided in FAR Clause 52.216-22, Indefinite Quantity. In an IQC, the government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the government is obligated to order and is all it is committed to order. The top of the range is the maximum (the IQC maximum quantity) which is the largest quantity the government may order, and which 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 the maximum, or it may be a quantity within the IQC range.

SOLICITATION AND OFFER

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

RATING: DO-C1

PAGE 1 OF 127 PAGE(S)

2. SOLICITATION NUMBER: SPOM300-05-R-7051

3. TYPE OF SOLICITATION: ☐ SEALED BID *(IFB)* ☒ NEGOTIATED

4. DATE ISSUED: FEB 25 2005

5. REQUISITION/PURCHASE REQ NO.: IQC05028009001

6. ADDRESS MAILED OFFER TO:

DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
PO BOX 56667
PHILADELPHIA, PA 19111-6667

CODE: SPO 300

7. DELIVER HANDCARRIED OFFER, INCLUDING DELIVERY BY COMMERCIAL CARRIER, TO:

DEFENSE SUPPLY CENTER PHILADELPHIA
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, 2ND FLOOR
PHILADELPHIA, PA 19111-5092

6A. FOR INFORMATION CALL *(No Collect Calls)*

Paul Ferrante @ 215-737-2869

7A. ADDRESS ELECTRONIC TRANSMISSIONS

To:

Facsimile Numbers:
215-737-9300, 9301, 9302 or 9303

6B. PURCHASING AGENT: Paul J. Ferrante

CONTRACTING OFFICER: Thomas L. Gordon

OFFICE SYMBOL: DSCP-FTRAC

SOLICITATION

8. Sealed offers will be received at the Defense Supply Center Philadelphia, Business Opportunities Office, Bldg. 36-2-S, until *(hour)* 3:00PM local time *(date)* MAR 18 2005. To assure prompt delivery, mailed offers should be addressed per block 6, electronic transmissions per block 7A, and handcarried offers delivered to the specific location set forth in block 7. If offering, your reply envelope must be plainly marked with the solicitation number, date, and time set forth for receipt of offers.

CAUTION:
FAILURE TO SUBMIT OFFER: When not responding to the solicitation with an offer, complete the reverse side, fold, affix postage and mail.
If the solicitation is a sealed bid, see the provision at 52.214-9 in Section L. LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS:
See Section L, provision 52.214-7 if the solicitation is a sealed bid.

8A. NOTICE: ANY CONTRACT AWARDED TO A CONTRACTOR WHO, AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A NOTICE OF PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY, IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

9. THIS SOLICITATION IS FOR Wet Pack Fruit (Mixed Fruit,Pears,Pineapples,Spiced Apples & 3 types of Applesauce) AND IS

- ☐ HubZone Small Business Set-Aside
- ☐ Price Evaluation Preference
- ☐ Total Set Aside for SDB Concerns
- ☐ Total Set Aside for Small Business Concerns
- ☐ Partial Set-Aside for Small Business Concerns with Preferential Consideration for SDB Concerns
- ☐ Unrestricted Acquisition with Evaluation Preference for SDB Concerns
- ☒ Unrestricted Acquisition

OFFER *(MUST BE FULLY COMPLETED BY OFFEROR)*

NOTE: ITEM 10 DOES NOT APPLY IF THE SOLICITATION INCLUDES SECTION K PROVISION NO. 52.214-16, MINIMUM BID ACCEPTANCE PERIOD

10. 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.

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

12. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated)*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

13. CAGE CODE _____ FACILITY CODE _____

NAME AND
ADDRESS OF OFFEROR
(Street, City, County, State and Zip Code)

☐ Check if remittance address is different from above. Enter such address in schedule *(see DSCP Provision 52.242-9P18).*

AREA CODE AND TELEPHONE NO.

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

15. SIGNATURE

16. OFFER DATE

SOLICITATION NO. SPM300-05-R-7051	PAGE 2	OF 127

NO OFFER SUBMITTED FOR REASON(S) CHECKED

	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	NO OPEN PRODUCTION CAPACITY AT PLANT		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER *(Specify)*		
	WE DO		WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE SOLICITATIONS OF THE TYPE OF *ITEM(S)* INVOLVED

NAME AND ADDRESS OF FIRM *(Include zip code)*	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

fold

fold

FROM:

AFFIX STAMP HERE

TO: DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
P.O. BOX 56667
PHILADELPHIA, PA 19111-6667

SOLICITATION NO. _____

OPENING/CLOSING DATE AND LOCAL TIME _____

DSCP FORM 33, MAR 2000 *(Do not Staple)*

Page 1, continued

1. **Block 8** (continued)

Offer Due Date/Local Time: **March 18, 2005 at 3:00 P.M. Philadelphia time.**

2. **Block 7** (continued)

Mailed offers should be sent to: Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667

Handcarried offers, *including delivery by commercial carrier*, should be delivered to: Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5092

Note: All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the Business Opportunities Office specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the DSCP Form 33.

Facsimile offers (if authorized; see "Addendum" to 52.212-1(b)) or offer modifications/withdrawals should be transmitted to: (215) 737-9300, 9301, 9302 or 9303

SECTION B - SUPPLIES/SERVICES AND PRICES

C-2 PRIME DOCUMENT (ITEMS 0001 THROUGH 0006):

PCR-F-002B, 19 OCTOBER 2004, FRUITS, WET PACK, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE.

C-2 PRIME DOCUMENT (ITEM 0007):

PCR-A-001A, 5 August 2002, APPLE PIECES IN SPICED SAUCE, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE.

C-1 NSN/ITEM DESCRIPTION

0001 MIXED FRUIT, Shelf Stable
Sweetened, US Grade B or better, 4.5 oz, Flexibly Packaged, Type V,
NSN: 8915-00-157-3024

0002 PEARS, Shelf Stable
Sweetened, Sliced or Diced, US Grade B or better, 4.5 oz., Flexibly Packaged, Type IV,
NSN: 8915-01-224-6145

0003 PINEAPPLE, Shelf Stable
Sweetened, Tidbits and Chunks, US Grade B or better 4.5 oz., Flexibly Packaged, Type II
NSN: 8915-00-149-1075

0004 APPLESAUCE, Shelf Stable, with Raspberry Puree,
Sweetened, Regular Style, US Grade A, 4.5 oz., Flexibly Packaged, Type VI,
NSN: 8915-01-467-1490

0005 APPLESAUCE, Shelf Stable, with Mango and Peach Puree,
Sweetened, Regular Style, US Grade A, 4.5 oz., Flexibly Packaged, Type III,
NSN: 8915-01-525-9671

0006 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

0007 APPLE PIECES In Spiced Sauce, Thermostabilized
Apple Slices in Spiced Sauce, 5.0 oz., (141.75g) Flexibly Packaged,
NSN: 8940-01-443-1520

A. In this solicitation, the estimated quantities are 100% of the quantity needed. The IQC minimum and IQC maximum quantities for each line item are as follows:

Base Year:	IQC Minimum	90% of the Estimated Quantity
	IQC Maximum	300% of the Estimated Quantity
Option 1, 2, 3 and Option Year 4:		
	IQC Minimum	90% of the Estimated Quantity
	IQC Maximum	300% of the Estimated Quantity

Offers are solicited on an FOB Destination basis only.
The Destination is **Memphis.** The Breakdown is as follows:

Line Item	Item	Minimum	Estimated	Maximum	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	Mixed Fruit	562,500	625,000	1,875,000					
0002	Pear	562,500	625,000	1,875,000					
0003	Pineapple	562,500	625,000	1,875,000					
0004	Applesauce(Rsp)	562,500	625,000	1,875,000					
0005	Applesauce(M&P)	562,500	625,000	1,875,000					
0006	Applesauce(Crb)	562,500	625,000	1,875,000					
0007	Apple Pieces	1,127,000	1,250,000	3,750,000					

Option:

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

Option Pricing:

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

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

Prior to the award of any contract that will contain one or more priced options totaling $500,000.00 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

SECTIONS C & D

Sections C & D for Items 0001 through 0006

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

DEFINITIONS

Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgement and experience indicate is likely to prevent the performance of the major end-item, i.e., the consumption of the ration.

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.

Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

The provisions contained in Title 21, Chapter 1 Code of Federal Regulations, part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food" are required.

Sanitary 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, Clause 52.246-9P31, "Sanitary Conditions (Jan 1992 DSCP)", and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all food components of Composite Operational Rations will originate from US Army Veterinary Command (VETCOM) sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in VETCOM Cir 40-1, "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by VETCOM, or, in some cases and as determined by DSCP and VETCOM, an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDC), and possessing an USDA/USDC establishment number. This requirement applies to all material, Government Furnished (GFM) and Contractor Furnished (CFM) Operational Ration food components and to all Operational Ration types. Requests for inspection and "Directory" listing by VETCOM will be routed through DSCP-FTSL for coordination and action. Situations involving proprietary supply sources will be addressed as such, in coordination with the Chief, Approved Sources Division, VETCOM.

C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

There are no changes to PCR-F-002B, Fruits, Wet Pack, Packaged in a Flexible Pouch, Shelf Stable, October 19, 2004.

SECTION D PACKAGING/LABELING/PACKING/MARKING/UNITIZATION

D-1 PACKAGING In accordance with D-1 Packaging of PCR-F-002B.

D-2 LABELING In accordance with D-2 Labeling of PCR-F-002B.

D-3 PACKING In accordance with D-3 Packing of PCR-F-002B.

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 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.

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 be no greater than 54 inches.

COMMINGLING OF LOTS

1. In order to facilitate lot traceability at the assembler's plant or depot and when applicable, the following is required:

   A. Origin manufacturers are required to only ship entire lots equal to one day's production, to one assembler. Production lots will not be separated on different delivery vehicles unless the quantity in the lot exceeds the capacity of the vehicle used.

   B. 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.

   C. 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 within.

D. 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.

E. 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 within each lot.

F. Assembler(s) shall assemble one component lot at a time, i.e. one 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.

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

A. 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.

B. 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 within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250.

C. 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.

D. 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.

APPLICABLE TO INDEFINITE TYPE GFM CONTRACTS:

When a delivery order is issued that is less than or exceeds a day's production, the lot may be split between not more than two assemblers. All other requirements for "mixed code lot" apply to this clause.

SECTIONS C & D

Sections C & D for Item 0007

C-3 DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award.

C-4 MISCELLANEOUS REQUIREMENTS

DEFINITIONS

Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgement and experience indicate is likely to prevent the performance of the major end-item, i.e., the consumption of the ration.

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.

Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

The provisions contained in Title 21, Chapter 1 Code of Federal Regulations, part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food" are required.

Sanitary 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, Clause 52.246-9P31, "Sanitary Conditions (Jan 1992 DSCP)" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all operational ration food components will originate from 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 Department of Commerce (USDC), and possessing an USDA/USDC establishment number. The 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-FTSL for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, DSCP-FTSL, in coordination with the Chief, Approved Sources Division, **VETCOM**.

C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

THE FOLLOWING ARE CHANGES TO PCR-A-001A, APPLE PIECES IN SPICED SAUCE, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE, 5 August 2002.

Sec E-5, A Product examination, line 9 – after "pouches shall be immersed in" delete "140^{0}F to 190^{0}F " and insert "not less than 140^{0}F".

Sec E-5, B (4) Drained Weight, line 2 – delete "180^{0}F ^{to} 190^{0}F" and insert "not less than 140^{0}F".

SECTION D PACKAGING/LABELING/PACKING/MARKING/UNITIZATION

D-1 PACKAGING In accordance with D-1 Packaging of PCR-A-001A.

D-2 LABELING In accordance with D-2 Labeling of PCR-A-001A.

D-3 PACKING In accordance with D-3 Packing of 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 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-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 be no greater than 54 inches.

COMMINGLING OF LOTS

1. In order to facilitate lot traceability at the assembler's plant or depot and when applicable, the following is required:

   A. Origin manufacturers are required to only ship entire lots equal to one day's production, to one assembler. Production lots will not be separated on different delivery vehicles unless the quantity in the lot exceeds the capacity of the vehicle used.

   B. 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.

C. 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 within.

D. 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.

E. 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 within each lot.

F. Assembler(s) shall assemble one component lot at a time, i.e. one 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.

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

A. 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.

B. 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 within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250.

C. 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.

D. 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.

APPLICABLE TO INDEFINITE TYPE GFM CONTRACTS:

When a delivery order is issued that is less than or exceeds a day's production, the lot may be split between not more than two assemblers. All other requirements for "mixed code lot" apply to this clause.

SECTION E - INSPECTION AND ACCEPTANCE

In accordance with the requirements enclosed and Section E Inspection and Acceptance of PCR-A-001A.

SECTION E INSPECTION AND ACCEPTANCE

E-1. For all Operational Rations components (MRE, RCW, Tray Pack, UGR, Unitized B, etc.), inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DSCP Clause 52.246-9P09. Optional contractor testing provided by DSCP Clause 52.246-9P10 is applicable. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with DSCP Clause 52.246-9P20. Far Clause 52.246-2 and 52.246-11 are applicable to this solicitation/contract and shall be cited to properly enforce the Higher Level Contract Quality requirements.

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

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

The contractor shall model the documented QSP after ISO/ANSI/ASQC Q9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQC Q9001. The contractor shall identify the quality standard used to model their QSP. If the contractor proposes an alternate (i.e., non-standard) process control system, this shall be clearly stated in the QSP. Some contractors may have third party certification of their quality system, which the private sector devised to administer the ISO series standards. However, third party certification by any third parties, to include Government certifications, is not required. Whether or not contractors want to use third party certification is completely optional on their part. Although certification information may be provided as documentation and evidence to support the system proposed by the contractor, third party certification/registration documentation is not a substitute for government quality assurance with regard to components used in the operational ration programs. Regardless of the standard or non-standard document used to model the documented QSP, the documented QSP shall address, at a minimum, the following elements (within each section of the element the contractor shall provide the information and address the questions, as applicable, listed in Operational Rations Quality Systems Audit Workbook I: Documented QSP Evaluation Guideline:

QSP General Outline

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

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

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

Offerers/Contractors can request a copy of Workbook I by contacting the applicable contracting officer or DSCP-FTRO. Workbook I is also available online in PDF format at the following website http://www.dscp.dla.mil/subs/rations/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 DLAR 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:

A. **SPC techniques are optional** for the following items: Bulk-packed MRE crackers and oatmeal chocolate covered cookies, dairy shakes, beverage bases, cheese spreads, peanut butter, jellies/preserves, cocoa beverage, and nut raisin mix.

B. The following items are exempt from the Higher Level Contract Quality Requirements, MPC IAW Clause 52.246-9001 and the SPC QAP: Accessory package components, hot sauce, bulk packed items (beef snacks; cereal treats; chocolate sports bar; chow mein noodles; fruit bars (CID AA-20212); granola bars; osmotic fruit; cookies (CID AA – 20295, PCR-C-031, PCR-C-046); peanuts, roasted; snacks (CID AA-20195); sandwich crackers, and bulk packed items procured using the commercial components solicitation (e.g., candies). However, this does not prohibit the prime contractor from requiring it from their subcontractors on their own accord. Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

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

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

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, FV, PPB (202) 720-5021
1400 INDEPENDENCE AVE, SW
STOP 0247
WASHINGTON, DC 20250-0247

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

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

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

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

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

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

DCMA 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-FTRO 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-FTRO Operational Rations Quality Systems Audit Team at fax number (215) 737-0379, the current DSCP-FTRO' personnel E-mail addresses or mailed to the following address **(the prefer and most expeditious method is via E-mail or fax):**

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

During the Acquisition Phase: During the acquisition phase (prior to contract award), the documented QSP will only be considered either sufficient or insufficient for production (no unacceptable/acceptable rating will be assigned). If a plan as presented is determined to be insufficient for production (which would occur if it does not address the aforementioned minimum elements 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-FTRO' 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-FTRO will assign a rating of acceptable, marginally acceptable or unacceptable (to a QSP rated sufficient for production during the acquisition phase) within 60 days of contract award. If a contractor's QSP is rated unacceptable after contract award, the QSP must be revised to receive, at a minimum, a marginally acceptable rating within 90 days of contract award. The contractor will also be provided with an opportunity to submit changes to improve the plan throughout the life of the contract.

DSCP-FTRO 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-FTRO and each applicable office for their review. The GQAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DSCP-FTRO 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 Operational Rations Quality Systems Audit Team and evaluations/internal audits conducted by the In-Plant Government QARs.

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

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

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

E-1-A-2. The following DLAR Clause 52-246-9001 is applicable to this contract:

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

This clause supplements paragraph 4.9 (Process Controls) of ANSI/ASQC 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 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 Operational Rations Systems Audit Team and In-Plant GQARs throughout the life of the contract.

(End of Clause)

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

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

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

I. GENERAL REQUIREMENTS:

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

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

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

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-FTRO), the offerer shall certify that these techniques are still adequate to effectively control the processes and that the system implemented is still capable of consistently producing conforming product.

II. SPECIFIC REQUIREMENTS:

A. The offerer shall identify the characteristics to be controlled using SPC techniques (or the alternate MPC techniques). Application of SPC techniques shall be considered for all characteristics identified by performing pareto analysis on the defects from previous production, or projection of potential defects in future production, to discern the vital few and repetitive type failures from the trivial many. Additionally, offerers are encouraged to calculate quality costs to assist in determining what characteristics or processes to control statistically (QSP Element XIII). These defects, and all other characteristics identified by the offerer from process capability studies on current production, shall be subject to the application of SPC techniques or other analyses. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to end item contractual requirements. In addition to the 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) Pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) (2) Tray pack can seam integrity, and (3) All thermostabilized items - the critical control points of the process schedule as determined by the contractor's Processing Authority and critical control points of the retort process schedule. The critical control points, other control points, and the contractor's Processing Authority shall be clearly identified in the Regulatory Controls Section and/or the In-Process and Process Inspection and Testing Section of the contractor's QSP, as applicable.

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

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

4. Sub Assembly and Assembly Operations: The use of SPC and/or MPC techniques is required. However, the Sub Assembler or Assembler shall determine application of SPC/MPC techniques for the assembly and sub assembly processes by performing a Pareto analysis. NOTE: The assembler/ sub 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/Sub Assembler's QSP.

5. For Other Items SPC techniques are optional: Bulk-packed MRE crackers and chocolate covered oatmeal cookies, dairy shakes, beverage bases, cheese spreads, peanut butter, jellies/preserves, cocoa beverage, and nut raisin mix, **are exempt from the SPC techniques only**.

B. **The following items are exempt form the Higher Level Contract Quality Requirements, MPC Clause 52.246-9001 and this QAP:** The accessory package components, hot sauce, bulk packed items (beef snacks; cereal treats; chocolate sports bar; chow mein noodles; fruit bars (CID AA-20212); granola bars; cookies (CID AA-20295, PCR-C-031, PCR-C-046); osmotic fruit; peanuts, roasted; snacks (PCR AA-20195); sandwich crackers, and items procured using the commercial components solicitation (e.g., candies). Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

C. 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.

D. 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.

E. **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.

F. **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.

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

H. **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.

I. **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).

J. **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

E-2. Packaging and Packing Materials

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

E-3. MIL-PRF-44073, Packaging of Food in Flexible Pouches

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 Supplement for MIL-PRF-44073, Packaging of Food in Flexible Pouches.

(A.) Definitions

1. Critical defect. A critical defect is a defect that judgement and experience indicate would result in hazardous or unsafe conditions for individuals using the item.

2. Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

3. Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

(B.) Quality Assurance Provisions

1. Quality Assurance Criteria. The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes are applicable. The paragraph numbers listed below relate to the applicable paragraph in the specification (MIL-PRF-44073).

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

TABLE I-B. Pouch Material Quality Assurance Criteria

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

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

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

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/

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

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

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

E. Shipping container examination. Examination of shipping containers shall be made to determine compliance with packaging and marking requirements. Defects shall be scored in accordance with the table below. The sample unit shall be one shipping container fully packed. The lot size shall be the number of shipping containers in the end item inspection lot. The inspection level shall be S-2 and the AQL, expressed in terms of defects per hundred units, shall be 2.5.

TABLE V Examination Of Shipping Containers

Examination	Defect
Marking method	Omitted, incorrect, illegible or improper size, location, sequence or of application.
Materials	Any component missing or damaged, or not as specified.
Workmanship	Inadequate application of components, such as incomplete closure of container flaps, loose strapping, inadequate stapling, improper taping. bulged or distorted container.
Contents	Number is more or less than specified.

E-3-B. Additional Quality Assurance Provisions for MIL-PRF-44073, Packaging of Food in Flexible Pouches, and MIL-C-595, Cheese Spread, Cheddar (Operational Ration Component).

The following procedures for sampling and inspection shall also be applied when an end-item's filled and sealed pouch examination is required to be performed in accordance with paragraph 4.2, "Examination of pouch", of MIL-PRF-44073 or paragraph 4.5.3, "Filled and sealed pouch examination", of MIL-C-595. These procedures shall be applied to inspection results where critical defects are a determining factor in the rejection of a lot.

Change in severity of inspection shall be based on the critical defect category and determined by component type, regardless of lot size. For Normal inspection the sample size shall be 200 sample units and for Tightened inspection 315 sample units examined for critical defects and the finding of any critical defect shall be cause for rejection of the lot. Normal inspection will be used at the start of inspection. Normal inspection shall continue unchanged for the critical category of defects on successive lots except where the procedures given in ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, require a change in the severity of the inspection, from Normal to Tightened. The procedures given in ANSI/ASQC Z1.4-1993 shall be used to switch from Tightened inspection to Normal inspection. There will be no "reduced" inspection option. The Government has the right to discontinue Government inspection as cited in ANSI/ASQC Z1.4-1993 or the MPC clause or both.

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

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).
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. 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-5. Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies

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

1. Contractor's name and address.
2. Contract number, lot number(s), and quantity.
3. Item nomenclature and NSN, whether a component or end item.
4. Specification number, table/paragraph number, sample size, AC/REJ number(s), defect number(s),
   number of defects. Identify the pouch codes of defective units.
5. Classification of defects: Critical _____ Major _____ Minor _____
6. Cause of nonconformance or deviation, and corrective and preventative action.
   a) State the root cause of the deficiency.
   b) State the corrective and preventative action contractor has taken/will take to preclude recurrence.
   c) If preventive action is not possible, state why.

7. If deviation/nonconformance is of a recurring nature, the frequency of occurrence and date/contract/lot
number of last occurrence.
8. Effect on cost/price.
9. Effect on delivery schedule.
10. Full justification for request for deviation, waiver, rework or reinspection.
11. Submit in-process data (MPC,SPC), and contractor and Government end-item records for the involved
lot(s). Submit retort records, copy of process schedule and letter from Processing Authority if a process
deviation.
12. Applicable to the defect found or class of defects for critical defects, identify the situations where
the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-
process records (MPC, SPC), and identify the corrective actions taken for each instance.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot.

(B.) When a valid technical reason for reinspection is offered and permission is granted by the PCO, the contractor shall take corrective action to eliminate the cause of the inspection revealed failure;
reinspect the nonreworked lot after taking the corrective action, and evaluate the results of the initial inspection and the reinspection by means of recognized statistical methods.
1. If the statistical tests reveal no significant difference between the results of the two inspections, acceptability will be based on reinspection results. A significant difference is one that is real and not due to chance variation. Statistically, a difference which has a 0.05 probability of occurring by chance alone is usually considered a significant difference.

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

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

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

E-6. Rework Of Nonconforming Product Pre or Post Acceptance

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

A. Corrective Action (Rework/Screen Inspections) Taken Prior To Government Verification Inspection (Receipt, In-Process And End-Item Inspections): Unless otherwise specified below, all reworks and screening inspections conducted prior to the Government verification inspection do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. For reworks requiring the Government's approval (as specified below), the contractor may submit a standard rework procedure (SRP), for certain defects, under the contractor's documented QSP section XIII Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DSCP-FTRA/FTRU, FTRO, 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 applies in this case). The GQAR shall only inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request nonconforming supplies to be inspected by the GQAR, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection.

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 FTRO entomologists.

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

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

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

4. **Critical Pouch Defects:** All reworks due to critical pouch defects noted during the Government final lot end item verification inspection, producer's end item inspection, Government or assembler receipt inspection, or when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly operation must be approved by FTRAA or FTRAC unless a 100% open carton rework is conducted at source or at the assembler. All pouches exhibiting same or other pouch integrity defects must be removed during the 100% open carton rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected as applicable, by the GQAR at the location of the rework using the next larger sample size (for example, from 200 samples to 315, or if a second rework, from 316 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

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

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

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 FTRO (Systems Audit Program Manager). **All corrective actions (rework/screening inspections, etc.) taken by the contractor due to a Government end item verification inspection rejection will be documented in the contractor's quality history records.**

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

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

E-7. Commingling of Lots

E-7-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 paragraph "Mixed Code Lots", below, for exception.

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

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

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

(6.) Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250. Thermostabilized items, water activity stabilized items and cheese spread shall also cite subcodes delivered.

E-7-B. Mixed Code Lots

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

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

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

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

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

E-7-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. For exception, see (2.) below.

(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 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 and original lot quantities.

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

E-8. Inspection at Origin and Acceptance at Destination

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

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

Receipt examinations for pouch integrity (CFM and GFM) shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread and product packaged in accordance with MIL-PRF-44073. Samples for receipt inspection (200 samples) shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the Technical Data Package will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option or performed in accordance with the assembler's QSP. Other receipt inspections shall be at a minimum inspection level of S-3 of ANSI/ASQC Z1.4-1993. At no time may the assembler's receipt inspection be more sever than the origin inspection criteria for GFM. Defect classification shall correspond to the origin specification defect classification.

The contractor's receipt inspection program will be verified by the U. S. Army Veterinary Inspection (AVI) personnel at the assembly plant. 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-HRS. 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 insepction. 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:

Jelly/Jam: All types.
Sugar beverage base: All flavors
Cakes: All flavors
Wet pack fruit: All flavors

Identical Commercial Item Description Items

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

E-9. Operational Ration Component Lot Numbers

Component lot number shall be defined as the Julian lot number assigned at the origin manufacturer's plant (the inspection lot shall include only product produced in one work-shift). The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing sub-samples from each sub-lot/sub-code during production of the lot), the sub-samples must be drawn at random from the sub-lot and not inspected until all the sub-samples are combined to 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). For the Flameless Ration Heater, a lot is defined as the quantity of FRH(s) manufactured within a day; for Final Assembly Lots, a lot shall be defined as the quantity of filled and sealed (A and B) shipping containers assembled within a day; and for Over-wrapped items (not produced by the assembler), a lot shall be defined as the quantity of over-wrapped filled and sealed bags/pouches over-wrapped within a day.

E-10. 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 September 1999, 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-FTRO. The Government verification inspection may be
further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best Interest of the Government.

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

E-11. First Articles

First articles are required for items produced in accordance with PCR-F-002 or PCR-A-001. The Contractor shall produce the product on the equipment and in the facilities that will be used during production of the contract. Samples of First Article production, for examination and testing, will be randomly selected by the USDA employee in the quantity required by the Quality Assurance Provisions of the item specification. In addition, the USDA employee will randomly select and hold 70 samples for use by USDA and 32 more samples for use by Natick. Once the USDA passes the lot for all examination and test requirements as specified in the item specification, the set of 32 samples will be forwarded to Natick for evaluation of overall appearance and palatability. Should the contractor at any time plan to, or actually, produce the product using different raw materials or process methodologies from the approved First Article, he is required to arrange for a new or additional First Article sample approval. Any re-submission of First Article samples shall be in accordance with the above. In any event, all product produced under this contract must meet all requirements of the specification, including First Article comparison.
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 inspected and accepted by the Government for all contractual requirements. The Contractor will be responsible for shipment to Natick. This replenishment may occur earlier if necessary to ensure an adequate supply of PDM samples. The Contractor will also use samples from this same lot as the production standard.

E-12. Additional Requirements for Analytical/Nutrient Content Testing

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

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

E-13. Periodic Review Samples

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

Six samples will be sent to:

HEAD, DEFENSE CONTRACT INSPECTION SECTION
USDA, AMS, FV, PPB (202) 720-5021
1400 INDEPENDENCE AVE, SW
ROOM 0726, SOUTH BUILDING
WASHINGTON, DC 20250-0247

Three samples will be sent to:

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

E-14. DSCP Clauses

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

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

52.246-9P09 General Inspection Requirements (JAN 1998) DSCP

(a) Inspection.

(1) The contractor shall employ the services of the U.S. Department of Agriculture (USDA), Grain Inspection, Packers and Stockyard Administration (GIPSA) or Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity. The contractor shall furnish the Government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers and referenced specifications).

Offerors may contact the appropriate Government office to discuss inspection procedures prior to submitting offers, however, nothing provided thereby shall be construed to alter the applicable specification in any manner or reduce the responsibility of the contractor to comply with such specifications.

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

(3) The Government shall perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform to contract requirements, the inspector shall report the findings of his inspection to the appropriate DSCP office (Operational Rations Business Unit, Food Services Business Unit, Produce Business Unit, Product Services Office, etc.). The applicable DSCP office shall report the findings to the contracting officer or the ordering officer, who shall in turn notify the contractor.

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

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

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

(b) Standby Test Samples.

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

(c) USDA and USDC Certificates.

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

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

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

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

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

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

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

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

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

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

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 2800 S. 20th St., Philadelphia, PA 19145 in accordance with DSCP Clause 52.246-9P20.

(v) Indicate the applicable contract or order number.

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

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

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

(i) Describe the product.

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

(iii) Identify the contract number.

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

(d) Distribution of Certificates.

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

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

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

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

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

(e) Lot Identification.

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

(f) Particular Inspection Requirements.

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

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

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

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

Optional Contractor Testing of Contractor Furnished Materials.

(a) Option Statement.

To expedite shipment, the contractor has the option to perform or have performed by an independent laboratory, contractually required tests of end item or component material not specified by the U.S. Standards of Grade. The inspector for the government agency having jurisdiction upon ascertaining compliance may permit shipment, provided all other requirements of the contract are met. The designated government inspector will select random samples of each lot of end items or component material for verification testing until contractor's testing system is determined reliable. It is the intent of the government to rely on the contractor's test results and minimize government verification testing.

(b) Compliance of Product.

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

(c) Reliability Conditions.

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

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

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

(4) Contractor testing system reliability will be determined by applying recognized statistical tests to the contractor's and government's test results. These determinations shall be accomplished by the Defense Supply Center Philadelphia, Directorate of Subsistence, Product Services Office, 700 Robbins Avenue, Philadelphia, PA 19111-5092.

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

(d) Procedures.

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

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

(2) Verification Actions. The government shall perform verification testing for food items and component material required by the contract to assure that the contractor's testing results are reliable. Verification samples will be accompanied with a DD Form 1222, request for and results of tests. Copies of the results of testing performed by the government shall be given to the government inspector, and DSCP-HS by the government laboratory that performed the tests. The results of nonconforming lots will be telephoned to DSCP-HS (215-737-4259). The government reserves the right to increase the rate or amount of verification testing to and including full lot-by-lot testing, in the event the contractor does not furnish reliable test results or certificates, or to obtain additional data when significant disparities exist between the contractor's results and the results of the government laboratory. When any element of the contractor testing system is determined unreliable, the government may consider the testing system as a whole unreliable, and return to full lot-by-lot verification for each and every test. Testing by the government will continue until such time as the contractor's reliability is again established.

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

(e) Charges Applicable to Unreliable Test Status.

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

(f) Format for Contractor/Subcontractor Test Report.

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

Test Report

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

(Typed name and title of laboratory official and signature)

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

Certification

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

Signature: _____

(typed name and title of contractor's representative who is authorized to sign the certificate, and the date)

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

Certification

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

Signature: _____

(typed name and title of contractor's representative who is authorized to sign the certificate, and the date)

Distribution:

(Original and 1 copy to government inspector of which one copy will be forwarded promptly to DSCP-HS. Copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

52.246-9P15 Reinspection Of Nonconforming Supplies (JAN 1998) DSCP

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

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

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

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

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

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

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

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

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

(a) Unless otherwise specified in the contract, the contractor shall furnish a Certificate of Conformance for packaging, packing, labeling, marking and unitization materials and their performance in use in lieu of Government sampling and testing. Performance in use applies to joint strength of strapping and tension of unit load strapping. The unitization materials covered by the Certificate of Conformance shall not include pallets. Examination and testing of pallets shall be performed in accordance with specification requirements unless otherwise stipulated in the contract.
(b) When specified, the contractor may also furnish a Certificate of Conformance for certain components/ingredients or end item characteristics. The contractor may still furnish a Certificate covering any of the foregoing even though a subcontractor provided the materials. In such event, the contractor is responsible for assuring that the materials meet all contract requirements. For this reason, the contractor should request a Certificate of Conformance from the subcontractor.
(c) The Certificate of Conformance should be worded substantially as follows:
(1) I certify that all (indicate type of material) called for by the contract conform to applicable contract requirements in every particular. (For meats only, the contractor must also state that "No distressed, reconditioned meat has been used.")
(2) Such materials consist of the following: (Specify quantity, manufacturer and nomenclature for each item.)

Signature and Title of Certifying Official
Distribution: One copy to origin inspector, when applicable. One copy with shipment when origin USDA/USDC inspection is not required. One copy with invoice for payment when DD Form 250 is not used.
(d) It is the intent of the Government to be able to rely on the Certificate of Conformance. To assure that the certificate is reliable, the Government reserves the right to perform verification testing of each component for which specifications are established in the contract. Random samples shall be personally selected by the cognizant Government inspector. Random samples of packaging, labeling, packing and marking materials shall be submitted to the DLA Analytical Laboratory with a copy of the DD Form 1222 furnished to DSCP-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 that render such certificate unreliable shall be identified. The unreliability status may be continued from contract to contract regardless of the particular contract on which the verification tests, or submission by contractor of nonconforming material, has occurred. The contractor is responsible for all costs incurred by the Government in performing tests of future samples submitted for testing after such time as the Government has informed the contractor of the unreliability status and until reliability is again established to the satisfaction of the contracting officer. Testing and administrative costs shall be assessed at the prevailing rate.

52.211-9P36 FDA Compliance (Jan 1992) DSCP

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

52.246-9P31 Sanitary Conditions (JAN 1998) DSCP

(a) Food Establishments.

( ) (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

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

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

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

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

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

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

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

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

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

(i) Fruits, vegetables and juices thereof.

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

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

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

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

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

(b) Delivery Conveyances.

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

NOTE: (a), option 2, paragraph (1), of DSCP Clause 52.246-9P31, is not applicable to this contract.

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

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

(1) Shipped in interstate commerce,

(2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

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

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

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

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

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

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

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

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

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

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

(a) References: The applicable documents are the issues of Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies—Fixed Price," ***and ANSI/ASQC Z1.4-1993, Sampling Plan and Tables for Inspection by Attributes***, which are in effect on the date of solicitation for awards resulting from Invitation for Bids and the date of award for all other contractual actions. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-2 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.

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

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

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

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

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 contacting officer shall, upon timely written request **from the contractor**, incorporate FAR clause 52.243-1, "Changes Fixed-Price", into the purchase order, and equitably adjust the delivery or performance date and/or the price and any other terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after the PVT test results.

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

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

52.246-2 Inspection Of Supplies - Fixed Price (AUG 1996)

52.246-11 Higher-Level Contract Quality Requirement (FEB 1999) (Government Specification)

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

The following clauses are set forth in full text:

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

52.246-9P12 Inspection And Acceptance By The Government (JAN 1992) DSCP

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

Inspection at	(X) Contractor's Plant
	( ) Destination
	and
Acceptance at	( ) Contractor's Plant
	(X) Destination

Upon execution of DD Form 250 by the Authorized Government Representative.

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

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

Plant _____

Street _____

City/Zip _____

The contractor pays for USDA inspection in accordance with DSCP Clause 52.246-9P09, 52.246-9P10, and 52.246-9P20.

E-15. Additional Requirements for Analytical/Nutrient Content Testing

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

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

E-16. 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-HROS. The Government verification inspection may be further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best Interest of the Government.

The sampling plans switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used only by the contractors during the performance of contractor's end item verification inspections. Producers using the switching procedures, cited in ANSI/ASQC Z1.4, during the performance of their end item inspections must train personnel and follow **all of the switching rules** cited in the standard. As indicated in the standard, the sampling scheme is a combination of sampling plans with switching procedures, and each sampling plan has its own set of rules by which a lot is to be inspected and accepted or rejected. Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each sublot during production of the lot), the subsamples must be drawn at random from the sublot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with paragraph E-13. Operational Ration Component Lot Numbers). All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer. The producer's end item verification inspection results must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

SECTION F - DELIVERIES OR PERFORMANCE

F-1 Delivery is scheduled for 1-15 August 2004 thru 1-15 December 2006.

F-2 **Variation In Quantity** Per 52.212-9, there shall be no variation in quantity permitted **except** the last line item of each destination for each item that shall have variation of 0% decrease and ½ of 1% (.005) **increase**. Quantities required to complete a unit load (Pallet) and to ship a full truckload, over and above the monthly line item quantity, may be packed and shipped against the next delivery date line item. This is the only acceleration authorized without specific approval of the Contracting Officer.

F-3 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-4 Palletization is required

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT

52.211-9P20 Contract Deliveries (JAN 1992) DSCP

Acceleration of delivery after award will be permitted only as authorized by the contracting officer or commissary officer. Notwithstanding this restriction, the contracting officer is to be advised whenever acceleration is possible.

52.211-9P22 Delivery Requirements (JAN 1992) DSCP

(a) The government will insist on delivery in strict accordance with the contractual delivery schedule. The dates specified for delivery are the dates for arrival of the supplies at destination when transportation terms are F.O.B. origin, delivery shall be accomplished by the contractor releasing the shipment to the carrier 15 days prior to the date shown in the schedule.

(b) When DSCP Clause 52.211-9P21 entitled "Accelerated Deliveries" applies, the contractor may deliver any time prior to, but no later than the specified delivery date as defined in paragraph (a) above.

(c) When DSCP Clause 52.211-9P20 entitled "Contract Deliveries" applies, contractor may deliver as follows without prior authorization:

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

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

52.211-9P27 Delays In Shipment Of Products Requiring USDA Laboratory Analysis (JAN 1992) DSCP

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

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

EXAMPLE:

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

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

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

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

52.246-9P27 Distribution Of Material Inspection And Receiving Reports (DD FORM 250) (MAR 1999) DSCP

*(a)Distribution of Material Inspection and Receiving reports (DD Form 250) will be in accordance with Appendix F of the Defense FAR Supplement (DFARS). The "Purchasing Office" copy shall be forwarded to the Defense Supply Center Philadelphia, Defense Logistics Agency, 700 Robbins Avenue, Philadelphia, PA 19111-5092, ATTN: DSCP-**HRAC**.

*(b) The DLA Inventory Control Manager copy shall be mailed in a separate envelope to Defense Supply Center Philadelphia, Defense Logistics Agency, 700 Robbins Avenue, Philadelphia, PA 19111-5092, ATTN: DSCP- **HRAA**.

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

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

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

52.247-48 F.O.B. Destination-Evidence of Shipment (Feb 1999)

52.211-16 Variation in Quantity (Apr 1984)

(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) below.

(b) The permissible variation shall be limited to:

1/2 of 1% Percent increase

0% Percent decrease

This increase or decrease shall apply to **Only the last line of a destination for each item**.*

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 CONTRACT ADMINISTRATION: Will be performed by the Office listed in Block 6 of the SF 26 to be designated at time of award of the resultant contract(s).

G-2 CORRESPONDENCE: All pertinent correspondence relative to this contract shall be directed to the above office except requests for acceptance of nonconforming supplies (including requests for deviation from specification) will not be delegated to the above office. Contractor's request for acceptance of nonconforming supplies should be submitted to the assigned quality assurance representative, i.e., U.S. ARMY VETERINARY INSPECTOR (AVI) USDA INSPECTION or DCAS QAR as applicable. The QAR should forward your request directly to the Contracting Office with an information copy to 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 For items inspected and accepted at origin, the contractor will include with this invoice when it is submitted for payment, (1) a copy (or reproduced copy) of the Bill of Lading for F.O.B Origin shipments; and (2) a copy of DD Form 250, Material Inspection and Receiving Report, signed in Block 21, by an authorized Government Representative.

In accordance with FAR 52.246-9P27, Distribution of Material and Receiving Reports (DD Form 250), the "Purchasing Office" copy shall be annotated at the top of the form, and forwarded to the Defense Supply Center Philadelphia, 700 Robbins Ave., Building 6B, Philadelphia, PA 19111-5092, ATTN: DSCP-HRAC/Thomas L. Gordon.

G-4 MANUFACTURING DIRECTIVE NUMBER (MDN): An MDN will be assigned to any contract resulting from this solicitation/contract for use in identifying Government Furnished Property (GFP) transactions. This number will be entered on receiving, shipping or disposition documents prepared under the contract terms, to identify each receipt of components into the assembler's plant, whether assembled rations or components, including shipments to other contractors, shipments to consignees, material shipped at the end of the contract and material reported destroyed. GFP 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, as identified in (I) and (II) below:

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

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

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

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT

52.216-9P04 Responsibility For Administration Of Delivery Order(s) (AUG 1992) DSCP

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular reprocurement action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

52.242-9P20 Manufacturing Directive Number (MDN) For Use In Identifying Government Furnished Property (GFP) Transactions (FEB 1997) DSCP

A manufacturing directive number (MDN) will be assigned to any contract resulting from this solicitation/contract for use in identifying government furnished property (GFP) transactions. This number will be entered on receiving, shipping or disposition documents prepared under the contract terms, to identify each receipt of components into the assembler's plant and each shipment leaving the assembler contractor's plant, whether assembled rations or components, including shipments to other contractors, shipments to consignees, material shipped at the end of the contract, and material reported destroyed. GFP transaction identification is required on a single copy of the receiving document for components entering the contractor's plant and the shipping document for items leaving the assembly contractor's plant as follows:

On a single copy of each receiving report (DD Form 250 or other shipping document) for all shipments of components received from component suppliers (other than packaging, packing, or crating), the contractor will enter in the "mark for" block the MDN and the last four digits of the assembly contract number, i.e., MDN XXX and contract XXXX. The single copy is that copy identified elsewhere in the contract for distribution to:

Defense Logistics Agency
Defense Supply Center Philadelphia
700 Robbins Avenue, Building 6B
ATTN: DSCP-HR
Philadelphia, PA 19111-5092

52.246-9P29 Administrative Cost To The Government In Processing Contract Modifications (JAN 1992) DSCP

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of $100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) DFARS

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor-

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties-

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for-

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT

52.211-9P36 FDA Compliance (JAN 1992) DSCP

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

52.223-9P02 Federal Insecticide, Fungicide, And Rodenticide Act (FIFRA) (JAN 1992) DSCP

The contractor warrants that all pesticidal, insecticidal, fungicidal, etc., chemicals utilized in the production of the finished supplies delivered under this contract comply with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) as amended (7 USC, SEC 136 ET SEQ.) and the regulations for the enforcement of the Federal Insecticide, Fungicide and Rodenticide Act as amended 14 May (40 CFR 162 and FR VOL 49 NO. 94). The contractor specifically warrants that all such pesticidal chemicals utilized were properly labeled for use as applied in the production of the supplies and that the label of the pesticide utilized was, at the time of production of the supplies, registered with the registration division, environmental protection agency. When a pesticidal chemical is required by an applicable specification which, at the time of the bid offering, is not available with an EPA approved label authorizing the use as required in the specification, the act shall take precedence. In such cases, the contractor shall request that the government authorize a deviation from the specification and designate a substitute pesticidal chemical which is, at that time, produced with an EPA approved label designating the use as required by the specification.

52.246-9P32 Federal Food, Drug And Cosmetic Act-Wholesome Meat Act (JAN 1992) DSCP

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

(1) Shipped in interstate commerce,

(2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

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

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

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

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

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

52.246-9P55 Entry Into Plant By Government Employees For Meal, Ready-To-Eat (MRE) And Tray Pack Items (FEB 1997) DSCP

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

SECTION I - CONTRACT CLAUSES

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

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)

52.219-25 Small Disadvantaged Business participation Program-Disadvantaged Status and Reporting (Oct 1999)

52.219-26 Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)

52.202-1 Definitions (Jul 2004)

52.203-3 Gratuities (Apr 1984)

52.203-5 Covenant Against Contingent Fees (Apr 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 1995)

52.203-7 Anti-Kickback Procedures (Jul 1995)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)

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

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2003)

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

52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)

52.211-5 Material Requirements (Aug 2000)

52.211-15 Defense Priority and Allocation Requirements (Sep 1990)

52.215-2 Audit and Records - Negotiation (Jun 1999)

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

52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (Oct 1997)

52.215-13 Subcontractor Cost or Pricing Data - Modifications (Oct 1997)

52.215-14 Integrity of Unit Prices (Oct 1997)

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)

52.216-27 Single or Multiple Awards (Oct 1995)

52.219-8 Utilization of Small Business Concerns (May 2004)

52.219-9 Small Business Subcontracting Plan (Jan 2002)

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

52.222-20 Walsh-Healey Public Contracts Act (Dec 1996)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

52.222-36 Affirmative Action for Workers With Disabilities (Jun 1998)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)

52.223-6 Drug-Free Workplace (May 2001)

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

52.227-1 Authorization and Consent (Jul 1995)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug. 1996)

52.227-3 Patent Indemnity (Apr 1984)

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

52.230-2	Cost Accounting Standards (Apr 1998)
52.232-1	Payments (Apr 1984)
52.232-8	Discounts for Prompt Payment (Feb 2002)
52.232-11	Extras (Apr 1984)
52.232-16	Progress Payments (Apr 2003)
52.232-17	Interest (Jun 1996)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2003)
52.233-1	Disputes (Jul 2002)
52.233-3	Protest After Award (Aug. 1996)
52.242-13	Bankruptcy (Jul 1995)
52.242-17	Government Delay of Work (Apr 1984)
52.243-1	Changes -- Fixed-Price (Aug. 1987)
52.244-5	Competition in Subcontracting (Dec 1996)
52.246-23	Limitation of Liability (Feb 1997)
52.248-1	Value Engineering (Feb 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (MAR 1999) DFARS

252.203-7002 Display of DoD Hotline Poster (DEC 1991) DFARS

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

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

252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995) DFARS

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998) DFARS

252.215-7000 Pricing Adjustments (DEC 1991) DFARS

252.217-7017 Time of Delivery (DEC 1991) DFARS

252.217-7019 Sanitary Conditions (DEC 1991) DFARS

252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) DFARS

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

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) DFARS

252.225-7031 Secondary Arab Boycott of Israel (APR 2003) DFARS

252.231-7000 Supplemental Cost Principles (DEC 1991) DFARS

252.242-7000 Postaward Conference (DEC 1991) DFARS

252.242-7004 Material Management and Accounting System (DEC 2000) DFARS

252.243-7001 Pricing of Contract Modifications (DEC 1991) DFARS

252.243-7002 Requests for Equitable Adjustment (MAR 1998) DFARS

252.246-7000 Material Inspection and Receiving Report (MAR 2003) DFARS

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT

52.209-4 First Article Approval -- Government Testing (Sep 1989)

(a) The Contractor shall deliver **32** unit(s) of Lot/Item ___ within **30** calendar days from the date of this contract to the Government at **Natick, RD&E Center, Attn: SSCNC-WRE, Natick, MA 01760** for first article tests. An additional **70** units will be delivered to the resident U.S.D.A. inspectors. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within **15** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

***** Note: OFFEROR MAY BE REQUIRED OR MAY WISH TO MAKE ONE OR **** MORE ENTRIES IN THE FOLLOWING CLAUSE.

52.209-9P02 Waiver Of First Article Approval (JAN 1992) DSCP

(a) Offerors who consider themselves eligible for waiver of the first article approval requirement are requested to submit below information identifying the contract number(s) under which identical or similar supplies were previously furnished by them and accepted by the government.

Contract Number	Date	Nomenclature and Federal Stock Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Delivery schedule for the contract quantity remains unchanged whether or not first article approval is waived.

or

(b) The contract delivery schedule is based on the assumption that the first article approval requirement provided for elsewhere in this solicitation will be complied with. In the event the requirement for first article approval is waived by the government, the delivery time will be reduced by the number of days allotted in the "first article approval-government testing" clause hereof for submission, of the first article or first article test report by the contractor and testing and approval thereof by the government. This reduction in delivery time shall not be a factor in the evaluation for award.

(c) All offerors are required to submit prices based on test and approval of first articles. Offerors who have previously furnished identical or similar supplies which were accepted by the government are also requested to make an alternative offer based on waiver of first article test and approval. In the government's determination as to which offer will be most advantageous to it, price and other factors considered, offers contemplating inclusion of the first article approval requirement and alternative offers contemplating exclusion of said requirement will be evaluated on an equal basis. An alternative offer will be used in evaluation only in the event the government, at its discretion, determines to waive the first article approval requirement as to the offeror involved. Alternate price(s) may be stated in the space provided below; however, if an offeror fails to submit an alternate price based on waiver of the first article approval requirement, the offer will be evaluated on the basis of the price(s) stated elsewhere in the solicitation and offer.

Item Number	Price(s) If First Article Approval Requirement is Waiver
_____	_____
_____	_____
_____	_____

52.211-9002 Priority Rating (MAR 2000) - DLAD

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

52.214-9P01 Place Of Production Of An Industrial Preparedness Program (IPP) Planned Item (JAN 1992) DSCP

Production of the deliverable end item will be accomplished utilizing the facilities constituting the basis for the qualifying IPP Agreement except as otherwise approved by the contracting officer.

52.216-18 Ordering (Oct 1995)

(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 **the award date** through **365 days**.
(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.

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(d) 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 **60 days**.

52.216-9P06 DELIVERY ORDER LIMITATIONS (JAN 1992) DSCP

(a) Minimum Order.

When the government requires supplies or services covered by this contract in an amount of less than **- NO Minimum**, 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 single item in excess of **30%** of the total maximum quantity after issue of the first delilvery order;

(2) Any order for a combination of items in excess of **30%** of the total maximum quantity after issue of the first delivery order; or

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

(c) If this is a requirements contract (i.e., includes the requirements clause at subsection 52.216-21 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) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order(s) is returned to the ordering office within **3** days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the government may acquire the supplies or services from another source.

(e) The delivery order(s) shall specify delivery(ies) no less than **60** days from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than **48** hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

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 protege 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 protege(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 protege 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

52.217-9P12 Option For Indefinite-Delivery, Indefinite-Quantity Contract Term Extension (MAR 2004) DSCP

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

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

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

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

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

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

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

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

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

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds $550,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

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

52.222-26 Equal Opportunity (Apr 2002)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

(i) Employment;
(ii) Upgrading;
(iii) Demotion;
(iv) Transfer;
(v) Recruitment or recruitment advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation; and
(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.223-9000 Material Safety Data Sheets and Hazard Warning Labels (MAR 1992)- DLAD

(a)(1) This clause is to be used in conjunction with FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, and DFARS clause 252.223-7001, 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).

52.244-6 Subcontracts for Commercial Items (July 2004)

(a) *Definitions.* As used in this clause--
"Commercial item" has the meaning contained Federal Acquisition Regulation 2.101, Definitions.
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.246-9P35 Warranty Of Supplies (APR 2003) DSCP

(a) Definitions.

"Acceptance", as used in this clause, means the act of an authorized representative of the government by which the government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction", as used in this clause, means the elimination of a defect.

"Supplies", as used in this clause, means the end item furnished by the contractor and related services required under the contract. The word does not include "data".

(b) Contractor's Obligations.

(1) Notwithstanding inspection and acceptance by the government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for 6 months after receipt of supplies at destination:

(i) all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) the preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return of the supplies to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. Contractor shall also be liable for:

(i) handling costs and incidental charges incurred by the government in the preparation of the above described supplies for return to the contractor and in return of said supplies to storage, after redelivery by the contractor; and

(ii) for cost of government examination of the corrected or replaced supplies computed and charged at the flat rate of $49.28 per hour.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of receipt at destination of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies Available to the Government.

(1) The contracting officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 7 months from receipt of supplies at destination.

(2) Conformance of supplies or parts thereof subject to warranty action shall be determined in accordance with the inspection and acceptance procedures contained in the contract except as provided herein. If the contract provides for sampling, the contracting officer may group any supplies delivered under this contract. The size of the sample shall be that required by the sampling procedure specified in the contract for the quantity of supplies on which warranty action is proposed, except when projecting sampling results. Warranty sampling results may be projected over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection and regardless of whether such supplies have been issued or consumed, provided; the supplies from which the samples were drawn are reasonably representative of the quantity on which warranty action is proposed; and the defects found in the sample size are sufficient to reject the quantity of supplies on which warranty action is proposed, even though the sample size may be less than that required for such quantity. The original inspection lots need not be reconstituted, nor shall the contracting officer be required to use the same lot size as on original inspection. Within a reasonable time after the notice, the contracting officer may exercise one or more of the following options, and also, following the exercise of any option, may unilaterally change it to one or more of the other options set forth below:

(i) Require an equitable adjustment in the contract price for any supplies or group of supplies;

(ii) Screen the supplies grouped under this clause at contractor's expense and return all nonconforming supplies to the contractor for correction or replacement;

(iii) Require the contractor to screen the supplies at depots designated by the government within the continental united states and to correct or replace all nonconforming supplies;

(iv) Return any supplies or group of supplies under this clause to the contractor (irrespective of the F.O.B. point or the point of acceptance) for screening and correction or replacement;

(v) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefore. In such event, the government may reprocure similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional cost occasioned the government thereby.

(3) When either option three or four of this clause is exercised, the contractor is required to submit in writing and within 30 days after receipt of notice of such invocation a schedule for either:

(i) correction and/or replacement of all defective supplies and subsequent redelivery of the returned supplies; or,

(ii) screening defective supplies at each depot involved and subsequent redelivery of all corrected and/or replaced supplies.

Such schedule will become a part of the contract delivery schedule upon agreement thereto by the government. If the contractor fails to provide an agreeable schedule within the specified period, or any extension agreed to by the government, the government may correct the items and charge the contractor's account, or issue a contract for correction of the items and charge the contractor's account, or exercise one or more of the remedies specified in paragraph (4) below.

(4) If the contractor fails to accept return of the nonconforming supplies, or fails to make redelivery of the corrected or replaced supplies to the government within the time established, or fails to make progress after their return to correct or replace them so as to endanger performance within the time established for redelivery and does not cure such failure within a period of 10 days (or such longer period as the contracting officer may authorize in writing) after receipt of notice from the contracting officer specifying such failure, the contracting officer may exercise one or more of the following remedies:

(i) Retain or have the contractor return the nonconforming supplies and require an equitable adjustment in the contract price.

(ii) Return or hold the nonconforming supplies for contractor's account, or require the return of the nonconforming supplies and then hold for contractor's account, whereupon the contractor shall repay the contract price therefore. In such event, the government may reprocure similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional costs occasioned the government thereby.

(iii) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming supplies for the contractor's account in a reasonable manner, in which case the government is entitled to reimbursement from the contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for any other costs incurred or to be incurred.

(5) The rights and remedies of the government provided in this clause are in addition to, and do not limit, any rights afforded to the government by any other clause of this contract.

(d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "disputes" clause of this contract.

(e) When the contract specifies ultimate delivery of supplies to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

52.215-9006 Javits-Wagner-O'Day Act Entity Support - Contractor Reporting (DEC 1997) - DLAD

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

52.249-9000 Administrative Costs Of Reprocurement After Default (MAY 1988) - DLAD

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

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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):

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(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 **FAR Supplement** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.217-7001 Surge Option (AUG 1992) DFARS (Deviation)

(a) General. The Government has the option to-

(1) Increase the quantity of supplies or services called for under this contract by no more than __* __ percent; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) Schedule.

(1) When the Production Surge Plan (DI-MGMT-80969) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used. **

(2) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) Exercise of option.

(1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.

(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of the added or accelerated items as of the date of the notice.

(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.

(d) Price negotiation.

(1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.

(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

* The following provision applies to the fill-in in paragraph (a)(1):

* To be determined at the time this option is exercised. However, the maximum quantity that may be required will not exceed the parameters set forth in paragraph (c)(3) of this clause.

** The following provision applies to paragraph (b)(2) of the clause:

** The offeror must submit a company profile and surge production data online through the Defense Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) website at **http://dscp362.dscp.dla.mil/spiders/home.htm**. A printed copy of the company profile and the "Committed Time-Phased Surge" production data must also be returned with this solicitation. This information shall be the Production Surge Plan under the contract, and the contractor shall be obligated to accelerate deliveries under the terms of this clause up to the quantities entered in the Production Surge Plan.

252.204-7004 Required Central Contractor Registration (NOV 2001)

(a) Definitions. As used in this clause-

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

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

252.223-7001 Hazard Warning Labels (DEC 1991) DFARS

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;
(2) Federal Food, Drug and Cosmetics Act;
(3) Consumer Product Safety Act;
(4) Federal Hazardous Substances Act; or
(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

252.247-7023 Transportation of Supplies by Sea (May 2002) DFARS

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—
(i) This contract is a construction contract; or
(ii) The supplies being transported are—
(A) Noncommercial items; or
(B) Commercial items that—
(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—
(1) U.S.-flag vessels are not available for timely shipment;
(2) The freight charges are inordinately excessive or unreasonable; or
(3) Freight charges are higher than charges to private persons for transportation of like goods.
(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—
(1) Type, weight, and cube of cargo;
(2) Required shipping date;
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;
(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of steamship company.
(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—
(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

SECTION J – REFERENCE DOCUMENTS

Applies to Items 0001-0006

Marking Instructions for *Boxes, Sacks,* and Unit Loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, February 2004.

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, December 2002.

Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000.

Sampling Procedures and Tables for Inspection by Attributes, American Society for Quality Control.

Standard Practice for Methods of Closing, Sealing, & Reinforcing Fiberboard Shipping Containers. ASTM D 1974 – 98, April 1998.

Standard Practice for Commercial Packaging. . American Society for Testing and Materials. ASTM D 3951-98, January 1999.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D5118/D 5118M-98, November 1998.

U.S. Food Chemicals Codex, 4th edition 1996. Committee on Specifications; National Academy Press.

Official Methods of Analysis of AOAC International. 16th edition, March 1998, 4th revision, volumes I & II.

In accordance with Section J Reference Documents of PCR-F-002B.

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

Applies to Item 0007

SECTION J - REFERENCE DOCUMENTS

Marking Instructions for *Boxes, Sacks,* and Unit Loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, February 2004.

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, December 2002.

Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000.

Sampling Procedures and Tables for Inspection by Attributes, American Society for Quality Control.

Standard Practice for Methods of Closing, Sealing, & Reinforcing Fiberboard Shipping Containers. ASTM D 1974 – 98, April 1998.

Standard Practice for Commercial Packaging. . American Society for Testing and Materials. ASTM D 3951-98, January 1999.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D5118/D 5118M-98, November 1998.

U.S. Food Chemicals Codex, 4th edition 1996. Committee on Specifications; National Academy Press.

Official Methods of Analysis of AOAC International. 16th edition, March 1998, 4th revision, volumes I & II.

In accordance with Section J Reference Documents of PCR-A-001A.

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

SECTION K -
REPRESENTATIONS, CERTIFICATIONS and OTHER STATEMENTS Of OFFERORS

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

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

52.204-5 Women-Owned Business Other Than Small Business (May 1999)

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (SEP 2004) DFARS

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

NOTE: OFFEROR MAY BE REQUIRED OR MAY WISH TO MAKE ONE OR MORE ENTRIES IN THE FOLLOWING CLAUSES:

52.203-2 Certificate of Independent Price Determination (Apr 1985)

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation"
and "Quoter" may be substituted for "Offer" and "Offeror."
(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices;
(ii) The intention to submit an offer;, or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through

(a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs

(a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

* TIN:_____.
* TIN has been applied for.
* TIN is not required because:
* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
* Offeror is an agency or instrumentality of a foreign government;
* Offeror is an agency or instrumentality of a Federal Government;
* Other. State basis._____

(e) Type of organization.
* Sole proprietorship;
* Partnership;
* Corporate entity (not tax-exempt):
* Corporate entity (tax-exempt):
* Government entity (Federal, State, or local);
* Foreign government;
* International organization per 26 CFR 1.6049-4;
* Other _____.

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

52.207-4 Economic Purchase Quantity - Supplies (Aug 1987)

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

_____

_____

_____

_____

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
____	_____	_____	_____
____	_____	_____	_____
____	_____	_____	_____
____	_____	_____	_____
____	_____	_____	_____

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

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

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

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons 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 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.

52.211-9P38 PLACE Of Performance (OCT 2003) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.

(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.

(c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

[ ](d) When a subcontractor is to perform any portion of the work called for in this solicitation or any resulting contract, the contracting officer may require a copy of the subcontracting agreement. If a copy of the agreement is requested, the contracting officer will furnish a DSCP Form 1780, Addendum to Subcontracting Agreement, for execution, signature and return by the offeror/prime contractor.

52.215-6 Place Of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends (___) does not intend (__) [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
_____	_____
_____	_____
_____	_____

52.215-7 Annual Representations and Certifications -- Negotiation (Oct 1997)

The offeror has [check the appropriate block]:

(__) (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if "none," so state]:

(__) (b) Enclosed its annual representations and certifications.

52.215-9P02 Minimum Proposal Acceptance Period (JAN 1992) DSCP

(a) "Acceptance Period", as used in this provision, means the number of hours or calendar days available to the government for awarding a contract from the date and hour specified in this solicitation for receipt of offers.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The government requests a minimum acceptance period of:

60 Calendar Days.

(d) In the space provided immediately below, offerors may specify a longer acceptance period than the government's request.

The offeror allows the following acceptance period:

_____ Hours or _____ Calendar Days

52.219-1 -- Small Business Program Representations (May 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **311422** *[insert NAICS code]*

(2) The small business size standard is **1000** *[insert size standard].*

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

(b) *Representations.*

(1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offferor represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that is ___ is, ___ is not a service-disabled veteran-owned small business concern.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that –

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--
"Service-disabled veteran-owned small business concern"—
(1) Means a small business concern—
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
"Veteran-owned small business concern" means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Women-owned small business concern," means a small business concern --
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
(d) *Notice.*
(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.
(End of Provision)

Alternate I (Apr 2002). As prescribed in **19.308** (a)(2), add the following paragraph (b)(7) to the basic provision:
(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:
___ Black American.
___ Hispanic American.
___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
___ Individual/concern, other than one of the preceding.

52.222-21 Prohibition of Segregated Facilities (Feb 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.
(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.
(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --
(a) It (__) has, (__) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) It (__) has, (__) has not filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that --
(a) It (__) has developed and has on file, (__) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); **or**
(b) It (__) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.242-9P18 Mailing Address For Payment (JAN 1992) DSCP

Offeror shall indicate below the address to which payment should be mailed, if such address is different from that shown by the offeror in Block 13 of Form 33, Solicitation and Offer:

_____
_____
_____
_____

52.223-13 -- Certification of Toxic Chemical Release Reporting. (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
(b) By signing this offer, the offeror certifies that --
(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*
___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
___ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
(A) Major group code 10 (except 1011, 1081, and 1094).
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
___ (v) The facility is not located within any State of the United States or its outlying areas.

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting (AUG 1999) DFARS

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

252.225-7003 Information for Duty-Free Entry Evaluation (MAR 1998) DFARS

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( ) No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? $_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph

(b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

252.225-7000 Buy American Act--Balance of Payments Program Certificate (SEP 1999) DFARS

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and
Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) 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) 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:

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)
_____	_____

252.247-7022 Representation of Extent of Transportation by Sea (AUG 1992) DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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 required 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 to facilitate the Government's review 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 this information by the time specified in the solicitation may be cause for rejection if the proposal is not otherwise acceptable under the provisions for considering late offers. 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 Subfactors are as follows:

1.0 Past Performance
- 1.1 – Quality
- 1.2 - Delivery
- 1.3 – Socioeconomic Goals (Evaluation of Past Performance)

2.0 Socioeconomic Goals

3.0 DLA Mentoring Program

1.0 Past Performance:

Offerors may submit any information they want the Government to consider regarding their performance on MRE Fruit or similar type item(s) during the period since January 1, 2001 to include Quality, and Delivery History. Offerors who have not had contracts with DSCP should describe their commercial experience with similar items and 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, 2001 and the corrective actions taken to preclude any such reocurrences. Offerors should submit information regarding their socioeconomic accomplishments as part of their past performance information.

2.0 Socioeconomic Goals:

a. Participation Levels:

(1) Both large and small business offerors must indicate what portions of their proposals(s) will be subcontracted to Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HZSB), Women-Owned Small Business (WOSB) and Small Disadvantaged Business (SDB) concerns in terms of percentages and total dollars. The offer must describe the proposed extent of SB, VOSB, SDVOSB, HZSB, WOSB and SDB concern participation in the performance of the contract at the contractor and subcontractor level. (Subcontractor dollars for below should include suppliers levels). The following format shall be used:

PERCENT OF DOLLARS	SUBCONTRACT DOLLARS	
Total Contract Price	$	
Total to be Subcontracted	$	
To Large Business	$	%
To Small Business	$	%
To Veteran-Owned Small Bus	$	%
To Service-Disabled Veteran-Owned Small Business	$	%
To HUBZone Small Business	$	%
To Small Disadvantaged	$	%
To Woman-Owned Small Bus.	$	%

b. Organizational Efforts:

(1) The offeror shall describe the efforts it will make to ensure that SB, VOSB, SDVOSB, HZSB, WOSB, and SDB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition. When subcontracting with SB, VOSB, SDVOSB, HZSB, WOSB and SDB concerns, their participation can bridge the entire scope of the contract, such as: 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, VOSB, SDVOSB, HZSB, WOSB, and SDB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that equitable opportunity is afforded the SB, VOSB, SDVOSB, HZSB, WOSB 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.

(3) 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.

NOTE: Large Business offerors are required to submit the Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Women Owned Small Business, and Small Disadvantaged Business subcontracting plan information as required by clause 52.219-9 Small Business Subcontract Plan, in addition to the information requirement of this section of the proposal. This submission must contain separate SB, VOSB, SDVOSB, HZSB, WOSB, and SDB subcontracting percentages and dollar levels for the base year. (For assistance refer to the Subcontracting Plan guide attached to this solicitation).

3.0 DLA Mentoring Business Agreement (MBA)

The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business, small disadvantaged business and women-owned small business concerns for value added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from people Who Are Blind or Severely Disabled under the JWOD Act. DLA MBAs encourage participation and growth opportunities for small business, small disadvantaged business and women-owned small business concerns and JOWD entities in best value, long-term contracting environment. The submitted plan should consist of one or more agreements between the prime contractor and a small business, small disadvantaged business, women-owned small business concern or JWOD workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth that is measureable and meaningful.

a. Participants

Cite your criteria in selecting a firm with whom to mentor. In addition, provide the following information with all submissions:

1. Name, Address, and Plant Location for contract holder and potential Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business or Women-Owned Small Business participants.
2. Point of Contract, Job Title and Phone Number of all personnel involved in the development and oversight of any agreement from both parties.
3. The number of people employed by the Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business or Women Owned Small Business concern.

b. Agreement Type

Describe the type of agreement between the contract holder and the Small Business concern, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, Women-Owned Small Business concern or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future performance. The agreements should clearly define the roles and responsibilities of each party. Plans that identify new business ventures rather than expansion of existing agreements are preferred.

DLA 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/enhancement. Describe the scope of the plan; i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.

Offerors shall identify and describe the management control techniques that would be used to 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/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurement should result in:

(a) An increase in the dollar value of subcontracts awarded to Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Small Disadvantaged Business, Women Owned Business concerns and JWOD workshops under DLA contracts.

(b) An improvement in the level of participation in DoD, other Federal agencies and commercial contracting opportunities.

(3) Mentors will be required to submit periodic progress reports on their agreements.

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

52.211-14 Notice of Priority Rating for National Defense Use (Sep 1990)

52.215-1 Instructions to Offerors -- Competitive Acquisition (Jan 2004)

52.215-5 Facsimile Proposals (Oct 1997)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm-Fixed Price, Indefinite Quantity contract resulting from this solicitation.

52.216-27 Single or Multiple Awards (Oct 1995)

52.232-13 Notice of Progress Payments (Apr 1984)

252.206-7000 Domestic Source Restriction (DEC 1991) DFARS

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

52.204-6 Data Universal Numbering System (DUNS) Number (Oct 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
(1) An offeror may obtain a DUNS number—
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
(2) The offeror should be prepared to provide the following information:
(i) Company legal business name.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company physical street address, city, state and Zip Code.
(iv) Company mailing address, city, state and Zip Code (if separate from physical).
(v) Company telephone number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

52.211-2 Availability of Specifications Listed in the DoD Index of Specifications and Standards (DoDISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L. (Dec 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained –
(a) From the ASSIST database via the Internet at http://assist.daps.dla.mil/; or
(b) By submitting a request to the --
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2179
Facsimile (215) 697-1462.

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

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 (Aug 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Defense Supply Center Philadelphia, 700 Robbins Avenue, Philadelphia, PA 19111-5092.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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://dscpweb/index.htm

52.209-9P06 Responsibility Of Offeror (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

52.209-9P07 Pre-Award Plant Survey (JAN 1992) DSCP

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

52.211-9P17 Availability Of Purchase Descriptions And Other Specifications (JAN 1992) DSCP

(a) Copies of the purchase descriptions and deviations from specifications cited in this solicitation may be obtained upon request from:

Defense Logistics Agency
Defense Supply Center Philadelphia
ATTN: DSCP-HS
(Telephone: (215) 737-4435)
700 Robbins Avenue
Philadelphia, PA 19111-5092

(b) Copies of U.S. Standards for grade of canned or frozen fruits and vegetables may be obtained from:

Processed Products Branch
Fruits and Vegetables Division
Agricultural Marketing Service
U.S. Department of Agriculture
1400 Independence Avenue, SW
STOP 0247
Washington, DC 20250

(c) Copies of specifications or data item descriptions that are listed in the DOD Index of Specifications and Standards (DODISS) may be obtained upon request from:

Standardization Document*
Order Desk, Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Facsimile No.: 215-697-2978
Telephone Order Entry System (TOES) Numbers: 215-697-1187 through and including 215-697-1197

*IMPORTANT: See FAR Provision 52.211-2 for requirements concerning requests.

52.214-9P06 Rounding Off Of Offer And Award Prices (JAN 1992) DSCP

Unit prices shall be limited to a maximum of four decimal places. For evaluation and award purposes, offers containing a unit price of more than four decimal places shall be rounded off to four decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two decimal places and may not precisely reflect the quantity(ies) times the unit-price(s). Payment shall be accomplished on a unit-price basis.

252.211-7005 Substitutions for Military or Federal Specifications and Standards (FEB 2003) DFARS

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall□

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal
Specification or Standard:

Affected Contract Line Item
Number, Subline Item
Number, Component, or
Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror□

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

52.215-9002 Socioeconomic Proposal (MAR 1996) - DLAD

In addition to any subcontracting plan required by the clause 52.219-9:

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

(ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period.

(iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged and women-owned small businesses.

(iv) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

52.215-9004 Javits-Wagner-O'Day Act Entity Proposal (DEC 1997) - DLAD

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

52.219-9002 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 (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protege, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protege will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, 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 protege 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.

SECTION "M" - EVALUATION FACTORS FOR AWARD

M-1 Source Evaluation and Selection Procedures:

A. Overview: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. Each evaluation factor will be evaluated separately and then an integrated assessment of the offer will be made by the contracting officer. If a decision is made to hold discussions, the contracting officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one or more proposals will be selected for award by the SSA, as described in paragraph (B), below. While the source selection authority's assessment will strive to determine the overall value of each offer, judgement on the part of the Government evaluators is implicit in the entire process. The Government reserves the right to select a successful offeror at other than the lowest price submitted and in accordance with the evaluation factors set forth.

B. Evaluation Process:

(1) Technical Evaluation: Offerors are required to submit technical proposals, as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical factors specified in this section M. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, and excluded from the competitive range regardless of the prices offered. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

(2) Business Evaluation: Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305. The Government will also evaluate the offeror's proposals to determine cost/price realism. Cost/price realism relates to an offeror's demonstrating that the proposed price provides an adequate reflection of its understanding of the requirements of this solicitation.

(3) Selection: The final technical and business evaluation reports will be furnished to the Contracting Officer. The Contracting Officer will prepare a written source selection report to the SSA. The SSA 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.

M-2 Evaluation Criteria:

A. The Government will use best value continuum procedures, specifically the tradeoff process, in evaluating proposals. The Government will make award to the responsible 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 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 Subfactors are as follows:

Technical evaluation factor 1.0 is significantly more important than evaluation factors 2.0 and 3.0 which are in descending order of importance. The subfactors under the Past Performance factor are in descending order of importance.

1.0 Past Performance
- 1.1 – Quality
- 1.2 - Delivery
- 1.3 – Socioeconomic Goals (Evaluation of Past Performance)

2.0 Socioeconomic Goals

3.0 DLA Mentoring Program

1.0 Past Performance:

The Government will evaluate the past performance of each offeror for the period since January 1, 2004 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, destination 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, encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred since January 1, 2004. 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, 2004) more recent aspects of performance - if they seem to be more than isolated instances - may be viewed as more significant than less recent aspects of performance.

Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women owned small businesses will be part of the past performance evaluation.

2.0 Socioeconomic Goals:

1. The Government will evaluate the offeror's Socioeconomic plan to ensure that, to the maximum extent practicable, Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HZSB), Women Owned Small (WOSB) and Small Disadvantaged Business (SDB) are used as both suppliers and subcontractors. Specifically, the Government will evaluate the percentage of dollars subcontracted to SB, VOSB, SDVOSB, HZSB, WOSB and SDB firms, including personnel designated for handling this part of the contract. For evaluation purposes, if the offeror is a SB, VOSB, SDVOSB, HZSB, SDB or WOSB, its non-subcontracted dollars will be considered part of the SB, VOSB, SDVOSB, HZSB, WOSB, or SDB achievement.

3.0 DLA Mentoring:

Proposals will be evaluated in accordance with the following clause:

52.219-9002 DLA Mentoring Business Agreements (MBA) Program (December 1997) - DLAD

The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby Small Business (SB), Small Disadvantaged Business (SDB), and Women Owned Small Business (WOSB) are afforded the opportunity, through the assistance of the prime contractor, to participate in the DLA procurement process. The offeror may also propose to mentor a Javits-Wagner-O'Day qualified nonprofit agency. The responses from offerors on the MBA Program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such firms in receiving better market shares.

M-3 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:

Nine sample units of each item produced will be randomly selected throughout the day's production by the USDA inspector from not less than one of each five consecutive lots produced. The USDA inspector shall provide the samples to the contractor's representative, who will ship them to the following addresses at the contractor's expense once per month:

SIX samples will be sent to:
USDA-AMS, F&V Division
Processed Products Branch
P.O. Box 96456, Rm. 0726 SO. Building
Attn: DCIS
Washington, D.C. 20090-6456

THREE samples will be sent to:
Commander
US Army Soldier and Biological Chemical Command (SBCCOM)
Attn: SSCNC-WRE
Natick, MA 01760

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

52.217-5 Evaluation of Options (Jul 1990)

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

52.247-9P29 Evaluation -- Palletized Shipments (JAN 1992) DSCP

Contracts under this solicitation will require that each shipment be palletized. Railroad cars and trucks cannot be fully loaded with pallets as with unpalletized cases. F.O.B. destination offerors should consider this in determining the transportation cost to be included in their price. The government will also consider this in determining the transportation costs to be used in evaluation of F.O.B. origin offers. For this purpose, each item will be divided into individual shipment quantities which probably offer the most advantageous overall transportation pattern for the government considering weight, anticipated rates and rail car capacities. All offers will be evaluated to achieve the lowest possible overall cost to the government. It is possible because of palletizing, a portion of some otherwise low offer will not be accepted because the quantity will not be sufficient to be shipped advantageously.

52.248-9P02 Evaluation Of Offers Using Alternate VECP Method (APR 1992) DSCP

(a) One or more value engineering change proposals (VECPs) set forth in paragraph (b) below have been adopted as alternate methods of production. To determine entitlement for the VECP contractor, offerors are required to indicate in paragraph (b) the production method to be used under any contract resulting from this solicitation. Failure to check any block will be deemed to indicate that the offer is based upon using the current requirements without any alternate VECP.

(b) The offeror hereby agrees to use the following production method (check one):

( ) (1) Current requirements without any alternate VECP.

( ) (2) Alternate VECP No. _____ with a unit shared acquisition savings amount of $_____ (royalty), per _____. This VECP provides _____.

(c) When the offeror selects an alternate VECP method, an amount equal to the VECP shared acquisition savings rate shall be added to the offer price as an evaluation factor beginning with the _____ unit. However, the evaluation factor shall apply only to those quantities which, at the time of contract award, are scheduled for delivery on or before _____.

52.215-9003 Socioeconomic Support Evaluation (OCT 1996) - DLAD

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Agency's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

52.215-9005 Javits-Wagner-O'Day Act Entity Support Evaluation (DEC 1997) - DLAD

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Agency activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

INTEGRATED PEST MANAGEMENT (IPM) PROGRAM REQUIREMENTS FOR OPERATIONAL RATIONS*

APPLICABLE TO ALL OPERATIONAL RATIONS*

1 DECEMBER 1998

I. Scope and Applicability

A. These IPM program requirements are applicable to contractors and/or subcontractors (both subsequently referred to as contractors) who manufacture, store, assemble, or ship Government Furnished Materials (GFM) and/or Contractor Furnished Materials (CFM) used in the production and/or assembly of operational rations. Contractors supplying other than subsistence items for the Operational Rations programs are exempt from the specific requirements contained in this document. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.

1. Contractors are required to submit a single comprehensive written 'master' IPM program, containing all required supporting documentation, for each facility they intend to use for the processing, assembly, or storage of components and end items or final assemblies. The 'master' program will be tailored to address any unique aspects of the facility to which it pertains and will follow the format of the IPM program requirements as described in Paragraph III. of this document. All IPM programs will be submitted through the Contracting Officer for evaluation by a DSCP entomologist.

2. Once approved, each facility specific 'master' IPM program will remain in effect for one (1) year from the date of approval. Upon expiration of the 'master' program, a written request for program renewal, to include all modifications and updated supporting documentation (see paragraph V.), must be submitted to the Contracting Officer for approval by a DSCP entomologist. At no time will a contractor facility be allowed to participate in an Operational Rations program without a current and approved IPM program. Requests for program modifications may be made at any time but must apply to the previously approved 'master' IPM program currently in effect. The currently approved 'master' IPM program may be extended to cover any new contracts awarded during the course of the one (1) year life of the program. Requests for coverage of new contracts must be submitted in writing through the Contracting Officer for approval by a DSCP entomologist. Contractors new to the Operational Rations programs, or those reentering after a hiatus, will be required to submit initial 'master' IPM programs in conjunction with the solicitation process whenever it may occur.

B. Contractors involved in any aspect of an Operational Rations program shall comply with the Federal Food, Drug, and Cosmetic Act and the Federal Insecticide, Fungicide and Rodenticide act as amended, and any regulations promulgated thereunder.

C. An approved written 'master' IPM program shall be in existence prior to contract award. The program will also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to insure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under insanitary conditions.

II. Integrated Pest Management (IPM) Program Concepts

A. IPM may be defined as "the use of all appropriate technological and management techniques to bring about an effective degree of pest prevention and suppression in a cost-effective, environmentally sound manner". Accordingly, the goal of IPM is to minimize the adverse environmental impact of pesticides while achieving an acceptable level of control and cost effectiveness. The single most important aspect of IPM in the food processing and storage industry is SANITATION.

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.
2. Continuous product and facility inspections to include a pest surveillance program utilizing pheromone surveillance technology.
3. Proper facility design, maintenance, and physical pest exclusion.
4. Proper stock handling and warehousing techniques.
5. Appropriate use of mechanical pest control techniques and trapping strategies.
6. Proper selection and application of pesticides, using those of least toxicity where feasible.

III. IPM Program Required Elements*

*This section (III.) contains those required elements of the IPM program for Operational Rations which must be addressed in the written program to be submitted for approval prior to contract award. All program elements must be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing through the Contracting Officer for consideration by a DSCP entomologist.

A. Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.
2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.
3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris will be disposed of immediately. Waste receptacles will be kept covered at all times.

4. Inbound conveyances will be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation will be immediately reported to DSCP. Outbound conveyances will be inspected and rendered sanitary and pest free before loading.

5. Damaged product will not be placed in the general storage area. Damaged product discovered in the general storage area will be removed to a designated rework/salvage area. The rework/salvage area will be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, will be expeditiously disposed of with the approval of the Contracting Officer when required.

6. Ingredient mixing/batching rooms/areas will receive detailed attention to sanitation requirements. Product residues associated with such operations will not be allowed to accumulate.

7. The facility grounds will be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters will be kept covered at all times.
*NOTE: A separate Sanitation Program is required as described in "Contractor Sanitation Program - Operational Rations", dated December 1998.

B. Product/Facility Inspections and Pest Surveillance

1. All incoming products and materials, including packaging and packing materials will be inspected upon receipt for evidence of pest infestation/contamination. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.

2. Periodic facility walk-through sanitary inspections are encouraged in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.
NOTE: The procedures in the following paragraph 3. must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program dated December 1998.

3. Insect surveillance will be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items.

a. Pheromone traps will be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures will be periodically changed in accordance with the manufacture's recommendations. Damaged and/or dirty traps will be changed when necessary.

b. Trap monitoring will be accomplished jointly by contractor and pest control subcontractor personnel with collection results verified by an in-plant Government representative. Insect specimens collected from pheromone traps will be submitted by the Government representative directly to DSCP-HROS for identification. Reporting of negative results is not required. The contractor will provide all necessary collection and packaging materials and postage for the submission of specimens.

c. All other insect specimens collected from within contractor facilities during the course of contract operations, exclusive of pheromone traps and electrocution devices, will be submitted by a Government representative to DSCP-HROS for identification.

C. Facility Design, Maintenance, and Pest Exclusion

1. Roofs and walls will be maintained in a good state of repair to prevent leaks and accumulations of standing water.

2. All holes or gaps in interior and exterior walls will be sealed as necessary on a continual basis.

3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, will be properly screened.

4. All door entrances will be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors will be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation will be fitted with framed screen inserts to prevent insect entry.

5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients will be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches will be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, will be located at the lowest levels and consolidated for ease of monitoring and surveillance.

2. Two or more infestible components will not be located on a single pallet.

3. Proper stock handling practices, designed to minimize product damage, will be enforced throughout the course of contract operations.

4. Commercial ingredient items of an infestible nature will be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items will be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

1. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices will be included.

2. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.

3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.

4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices will be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

F. Pesticide Selection and Application

1. Applicator and Pesticide Documentation

a. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), will only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/certifications for all persons applying "Restricted Use" pesticides on the premises will be provided. Similarly, legible copies of product labels for any "Restricted Use" pesticide proposed for use will be provided, along with a narrative description for each pesticide to include, the intended site(s) of application, application method(s), proposed application frequency, and the % active ingredient in the finished formulation. Material Safety Data Sheets (MSDS) are not required and are not acceptable in lieu of product labels.

b. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for all persons applying "General Use" pesticides on the premises will be provided, if not commercially certified as above. Similarly, legible copies of product labels (not MSDS's) for any "General Use" pesticide proposed for use will be provided, along with a narrative description of the intended site(s) of application, application method(s), proposed application frequency, and the % active ingredient in the finished formulation.

2. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides will be left to the discretion of the contractor or the pest control subcontractor. A detailed narrative of the intended uses will be presented in the program as stated above. Pesticide application and treatment records will be kept for each facility treated and will be maintained for a minimum of one (1) year. These treatment records will be made available to the Government upon request and will be reviewed during on-site visits to the establishment.

NOTE: Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), will be applied in accordance with MPI directives and with the approval of the Inspector-in-Charge (IIC).

NOTE: In no case will product, pouches, meal bags, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

1. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations will be of the tamper proof type and secured for safety. Rodenticide use descriptions and labels will be submitted as requested in the above paragraph. The locations of the exterior bait stations will be indicated on the facility maps or layouts. Rodenticides will not be used in processing, assembly, or storage areas.

2. If a requirement exists for the use of toxic rodent tracking powders, a DSCP entomologist will first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.

5. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. The source of the capability and a copy of the subject certification will be provided.

NOTE: Retorted and pouch sealed components, as well as final assembled rations, will not be fumigated unless authorized by a DSCP entomologist.

IV. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to any aspect of an approved 'master' IPM program will be submitted to the Contracting Officer for evaluation by a DSCP entomologist before implementation.

B. A DSCP entomologist will be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic notification through the Contracting Officer is required.

C. Contractors will be notified of unfavorable insect surveillance results, as they are determined. A contractor generated corrective action reply, describing what actions are being taken to correct the unfavorable situation, will be required.

V. Required Attachments/Inclusions

A. Copies of pesticide use logs/service reports for the six (6) month period immediately preceding receipt of the solicitation to which the 'master' IPM program applies will be submitted. Each written request for IPM program renewal will also include use logs or services reports for the previous six (6) months, as well as any program updates or modifications.

B. Copies of current applicator licenses or certifications. Update as appropriate.

C. Pesticide labels as described above.

D. Pesticide use narratives as described above.

CONTRACTOR SANITATION PROGRAM – OPERATIONAL RATIONS*

*APPLICABLE TO ALL OPERATIONAL RATIONS

1 DECEMBER 1998

I. Scope and Applicability

A. These Sanitation Program requirements are applicable to contractors and/or subcontractors (both subsequently referred to as contractors) who manufacture, store, assemble, or ship Government Furnished Materials (GFM) and/or Contractor Furnished Materials (CFM) used in the production and/or assembly of operational rations.

B. Contractors are required to submit a comprehensive written Sanitation Program, plus supporting documentation, addressing all facilities and operations used for the processing, storage, or assembly of ingredients, components, and end items. The written Sanitation Program will be tailored to address any unique aspects of the facilities and operations involved and will follow the format of the Sanitation Plan requirements as described in Paragraph II. of this document. All Sanitation Programs will be submitted through the Contracting Officer for evaluation by a DSCP quality control sanitarian and must be approved before any contract award is made.

C. Once approved, each Sanitation Program will remain in effect for one (1) year from the date of approval. Requests for renewal of the Sanitation Program will be required upon expiration. At no time will a contractor be allowed to participate in an Operational Rations program without a current and approved Sanitation Program. Program changes, modifications, or updates will be submitted to the Contracting Officer for evaluation by a DSCP quality control sanitarian and may be submitted at any time. Approved plans will automatically be extended to cover subsequent awards received during the period covered by the currently approved program.

II. Sanitation Program Required Elements*

*This section (II.) contains those required elements of the Contractors Sanitation Program, which must be addressed in writing for approval prior to contract award. All program elements must be addressed and supporting documentation provided.

A. Sanitation Program Content

The offerer shall provide a written description of the overall sanitation program currently in-place to include:

1. The organizational structure as it applies to the sanitation function and the supervision of sanitation workers. Indicate either names or positions of the individuals comprising the sanitation committee.

2. A description of the training/education and experience of sanitation supervisory personnel, as well as a description of training provided to sanitation shift workers.

3. A description of the in-place employee Good Manufacturing Practices (GMP's) training program.

4. A master facility sanitation schedule which encompasses all areas of all facilities involved in the production, assembly, and/or storage of components and end items.

5. A master equipment sanitation schedule which encompasses all processing and support equipment used in the production and/or assembly of components and end items.

6. A listing of sanitation chemicals used within the facilities either for facility or equipment cleaning and sanitizing and a brief description of their uses. Copies of product labels will be included.

7. A copy of the company Hazard Analysis Critical Control Point (HACCP) Program for the control of biological, chemical, and physical hazards designed to insure food safety will be made available for review upon request. As a minimum requirement, if no HACCP program exists, a description of the existing microbial testing program will be provided.

B. Supporting Documentation

The offerer may provide representative copies of sanitary evaluations, surveys, reports, and inspections generated by contract organizations or consultants during the 12 months immediately preceding receipt of this solicitation.

C. Sanitation Compliance Monitoring

1. The offerer shall describe the inspection and monitoring techniques used to verify the effectiveness of the overall sanitation program. A description of how corrective actions are initiated and monitored to completion, when sanitation deficiencies occur, shall also be provided.

2. The government reserves the right to verify sanitary compliance by performing sanitary compliance inspections of production and storage facilities producing or storing product under the terms of the contract.

III. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to any aspect of an approved Sanitation Program will be submitted to the Contracting Officer for evaluation by a DSCP quality control sanitarian before implementation.

B. A DSCP quality control sanitarian will be immediately informed of any sanitary deficiencies which result in production delays, stoppage, facility shutdown, or contamination/adulteration of food products or packaging materials. Immediate telephonic notification through the Contracting Officer is required.

C. Contractors will be notified of significant or repeat sanitation deficiencies reported by the cognizant inspection activity. A contractor generated corrective action reply, describing what actions are being taken to resolve the deficiency, will be required.

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES.

IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

IT IS RECOMMENDED THAT THE PLAN BE INCLUDED AS AN ADDENDUM TO THE SOLICITATION AND NOT PART OF SECTION L.

NOTE: Updated to include HUBZone and Small Disadvantaged Business Certification Requirements; and Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Classifications.

<u>THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN</u>.

SUBCONTRACTING INFORMATION

- Types of Plans

- Requirements

- Sample Plan

SUBCONTRACTING WITH SMALL, SMALL DISADVANTAGED BUSINESS (SDB), AND WOMAN-OWNED BUSINESSES

References
Public Law 95-507, Public Law 99-661, Public Law 103-355, Public Law 106-554
FAR 19.701, FAR 19.708(b)(1) DFARS 219.702, DFARS 219.708(b)(1)(A)
Clauses 52.219-8, 52.219-9 Alternate 1 or Alternate II, 52.219-16, 252.219-7003

Statutory Requirements
A mandatory subcontracting plan is required on each acquisition expected to exceed $500,000 whether it is negotiated or formally advertised. The exceptions for submission of a mandatory subcontracting plan are cited in FAR 19.702(b). ***A SMALL BUSINESS FIRM IS NOT REQUIRED TO SUBMIT A SUBCONTRACTING PLAN !***

The purpose of the Small Business Act, P.L. 95-507, and the FAR Citations in regards to subcontracting with small, SDB, and woman owned firms, is to assure that they are afforded the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.

There are three types of subcontracting plans that a firm may elect to submit given the nature of their line of business, volume of business conducted with the Federal Government, and other related factors. The three types of Subcontracting Plans are:

(1) Individual Contract Plan
(2) Master Plan
(3) Commercial Plan

Individual Plan
Means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals which are based on the offeror's planned subcontracting in support of the specific contract. The offeror should be encouraged to utilize indirect costs in goal submission! An individual contract plan for a contract with options shall contain a separate statement for the basic contract and individual statements for each option.

Master Plan
Means a subcontracting plan that contains all of the required elements except goals and may be incorporated into an individual contract plan provided the Master Plan has been approved.

Commercial Plan
Means a subcontracting plan covering the offeror's fiscal year and which is applicable to the entire production of commercial items sold by either the entire company or portion thereof (e.g. division, plant, or product line.) The term "commercial item" is a product or service that satisfies the definition of commercial items in Section 8001 of FASA (41 U.S.C. 403), and FAR 2.101.

The FAR cites six elements that each Subcontracting Plan which is incorporated into a contract must contain:

(1) Goals
(2) Name and duties of an individual who is to administer the plan.
(3) Description of the company's efforts
(4) Clause Flow Down
(5) Reports
(6) Records

General

a. Subcontract possibilities exist not only when materials, supplies, products, and services are purchased by the prime contractor for the "specific or primary purpose" of performing the instant contract, but also when the prime contractor's indirect costs can be or are subcontracted. As long as materials, supplies, products, or services are subcontracted, a plan is required even though there are no known small business or small disadvantaged business concerns available to participate in the subcontract opportunities.

b. When a sole source refuses to submit an acceptable subcontracting plan when subcontracting
opportunities do exist, the contracting officer should escalate the matter to DSCP-P and if required to DSCP-T and DLA-DDAS.

c. Failure to make a good faith effort to comply with the subcontracting plan means willful or intentional failure to perform in accordance with the requirements of the subcontracting plan or intentional action to frustrate the plan.

** ***Special Notice - Comprehensive Small Business Subcontracting Plan!***

The "Comprehensive Small Business Subcontracting Plan" Pilot Program was created by Public Law 101-189. The pilot began in October 1990 and has been extended through September 30, 2003.
The primary purpose of the pilot is to determine whether the negotiation and administration of comprehensive small business subcontracting plans will result in increased opportunities for small business concerns performing under DoD contracts.

The comprehensive plan requires participating contractors to develop one annual subcontracting plan with percentages and corresponding dollar goals for awards to small business, small disadvantaged business, and women owned business concerns for its entire business operation in support of all DoD contracts regardless of dollar value. For the purpose of the program, participating contractors established their comprehensive subcontracting plans on the same corporate, division, or plant-wide basis under which they submitted their Standard Form 295. ***The pilot eliminates individual proposal plans and negotiations.*** There are currently eight prime contractors participating in the pilot. Please contact your DCMC or DSCP-T for additional information.

SUBCONTRACTING PLAN REVIEW PROCESS
(Sealed Bid or Negotiated Acquisition)

1. If Subcontracting Plan is acceptable to Contracting Officer:

   Forward to DSCP-T and SBA-PCR for concurrent review.

   DSCP-T will forward to cognizant Contract Administration Office (CAO) for review.

   OR

   If the apparent successful offeror contends that no opportunities exist or if zero goals are submitted:

   Forward to DSCP-T and SBA-PCR for concurrent review.

   DSCP-T will forward to cognizant Contract Administration Office (CAO) for review.

2. Upon receipt of CAO comments and the Contracting Officers acceptance of the subcontracting plan, forward copies of the award documents and final plan to DSCP-T, SBA-PCR, and the CAO.

Reminder !

1. Any SDB Goal less than 5% must be approved two levels above the Contracting Officer.
DFARS 219.705-4

2. All DoD subcontracting plans are required to have a separate goal for awards to woman owned firms. The DoD Goal is presently set at 5%.
FAR 52.219-9, DFARS 252.219-7003

3. All Federal subcontracting plans must have a HUBZone Category listed but not a specific HUBZone Goal ! However, l/b firms are encouraged to utilize the Goal of 3%.
P.L. 105-135

4. All Federal contracting plans must have a separate Service Disabled Veterans Owned Goal of 3%, and now a Veteran Small Business Goal. The Veteran Goal does not have a set percentage but since you can count a service-disabled veteran as a veteran, both goals should be at least 3%. **P.L. 106-50.**

5. For DoD, the goal for SDB concerns shall nclude subcontracts with HBCU's and MI's in addition to subcontracts with SDB's. DFARS 219.704(a)(1)

6. Under current legislation, DoD includes an incentive clause to increase subcontracting opportunities for SB, SDB, Vet, Service Disabled Vet, HUBZone, and WOB. The Contracting Officer determines the percentage to be used (from 1% to 10%) as an incentive. This percentage is the "incentive"
over the specific goal stated by the contractor. For example, if the plan establishes a goal of 1% ($10,000), and the contractor actually achieves 3% ($30,000), he would receive the "incentive award" for the 2% difference (or $20,000) achieved above the original goal. In this example, if the Contracting Officer used a 10% incentive in his clause, the contractor would receive % of that $20,000 difference which equals $2,000. The "incentive award" would be that $2,000 based on the percentage used in the clause. ***INCENTIVE DOES NOT APPLY TO COMMERCIAL PLANS!*** FAR 52.219-10, DFARS 252.219-7005

7. The Small Business Act treats contracts and modifications separately. A subcontracting plan is not required if the value of the contract is below the $500,000 threshold. A subcontracting plan
will not be required even if the subsequent modification increases the value of the contract to an amount exceeding the threshold. The only exception is when the modification itself exceeds $500,000. Moreover, it is not necessary to obtain another subcontracting plan for a modification exceeding the applicable threshold if the contract already includes a subcontracting plan. However, the original plan must be modified to adjust the goals to account for the new effort. FAR 19.702(a)(1)

8. Contracting Officers ***MUST*** provide the SBA-PCR a reasonable opportunity to review subcontracting
plans and make recommendations which are advisory in nature. FAR 19.705-3, FAR 19.707

9. A zero goal is not acceptable. A positive goal is required to establish a gauge for measuring results and to provide an incentive for continuing efforts to increase the dollar value of contracts to small, SDB, and women owned firms. DFARS 219.705-4

10. Subcontracting Goals are based on the total dollar amount to be subcontracted, not the overall
value of the contract. FAR 19.704

11. As a result of Prime Vendor Solicitations, when the Prime Contractor supplies the product of a Large
Business through a small business (including brokers), the Prime Contractor can include S/B, SDB,
and WOB dollars in its accomplishment reporting. (DSCP CPM # 97-10)

12. Section 8031 of P.L. 105-55, states that subcontracts awarded to qualified JWOD agencies may be
counted toward the Prime Contractor's SB subcontracting goals. DFARS 219.703

13. Contractors should be encouraged to use the SBA PRONet Database to identify additional small business subcontractors, and SBA's SUBNet Bulletin Board to post possible subcontracting opportunities for small businesses. Check the SBA Website at: www.sba.gov Also, the Department of Commerce has a small disadvantaged business database at: www.mbda.gov

14. The Liquidated Damages Clause should be used in all solicitations. Use Clause 52.219-16. FAR 19.705-7

15. DoD Contracting Officers should await DCMC comments prior to award and check the DCMC Website for SF 295 Reports.

16. DoD, Coast Guard, and NASA regulations require that the subcontracting plan be a factor in
evaluating bids or competitive proposals (10 U.S.C. 2323 h 2), under solicitations that require a plan.
Other agencies may use this approach as appropriate. For example, the offerors subcontracting plan
may be a separate factor/subfactor in complex, large dollar negotiated acquisitions, or consolidated
buys, where substantial subcontracting opportunities exist. As a separate evaluation factor/subfactor
(apart from the offeror's technical, management, and cost proposal), the subcontracting plan should
account for a meaningful percentage or weight of the total evaluation. In cases where small businesses
are bidding against large contractors and small businesses are not required to have a plan, contracting
officers shall give small businesses a rating equal to the maximum points available for those subcontracting factors/subfactors. Federal Register 4/2/99- Volume 64, # 63

17. If awarded large contracts, HBCU's and MI's ***must*** submit subcontracting plans with all Federal
Agencies (FAR Clause 52.219-9), except those awarded by DoD, Coast Guard, or NASA. Exceptions are contained in FAR 19.702 b.

Reason and Logic: Since prime contractors of DoD, Coast Guard, and NASA are allowed to treat HBCU's and MI's as SDB's for purposes of their subcontracting goals, it wouldn't make sense to treat them as SDB's while at the same time requiring them to submit subcontracting plans. (Call Bob Taylor, SBA Central Office)

18. FAR 52.219-10 – Incentive Subcontracting Program Clause; If the contractor exceeds goals for
s/b, vet, service disabled vet, HUBZone, SDB, or WOB, it can receive 1-10% of the dollars in excess of each goal in the plan.

19. FAR 9.104-4 – When it is in the interest of the Government to do so, the Contracting Officer may directly determine a prospective subcontractor's responsibility. In this case, the same standards used to determine a prime contractor's responsibility shall be used by the Government to determine subcontractor responsibility.

20. FAR 9.405 and 9.405-2 – Generally, prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors except in the cases of debarred, ineligible, and suspended firms.

INCENTIVES FOR SUBCONTRACTING WITH SDB'S

Effective January 1, 1999, the Government may also choose to use an Evaluation Factor or Monetary Incentives for SDBs. Industries eligible for adjustments and evaluation factors are shown by NAICS Code in the June 30, 1998, Federal Register. We are talking about the NAICS of the subcontractors, not the NAICS Codes of the prime Contractor. ALSO, SOME PEOPLE MISTAKENLY BELIEVE THAT THE DoD SUSPENSION OF THE 10% PRICE EVALUATION FOR SDB'S EXTENDS TO THE MONETARY SUBCONTRACTING INCENTIVE, IT DOES NOT !

The subcontracting evaluation factor applies only to SDB subcontractors and is used in competitive negotiated contracts over $500,000,or $1 million for construction. It allows credit for subcontracts in only the two-digit SIC Codes authorized by the Department of Commerce. The factor is not to be used on small business set-aside, 8(a) procurements, negotiated buys when "lowest price technically acceptable" source selection is used, or when the contract is to be performed outside of the United States.

Contractors are permitted to take credit for SDB participation whether as a joint venture partner, teaming partners, or as subcontractors. SDBs may also, if bidding as a prime contractor, elect to use the subcontracting evaluation factor rather than the 10% SDB preference. Offerors must submit their targets for SDB participation in both dollars and percentages, and the proposal must also identify the two-digit SIC Codes under which the preference falls. Contractors, during the life of their contracts, must inform the Contracting Officer of any substitutions of firms that are not SDB.

Under the subcontracting plan monetary incentives, if a contractor exceeds his total monetary target for subcontracting in the authorized SIC Codes, he is still eligible to receive up to 10 % of the dollars in excess of the target. If the contractor has SDB participation targets, he must report on his SDBs by the two-digit SIC Codes at the completion of the contract. The Optional Form 312 may be used.

Protests of SDB situations must be specific. They are to be forwarded to the SBA Central Office, which has 15 days to decide the case. Decisions may be appealed within 5 days.

Applications for SDB certification are available on the SBA Website at: www.sba.gov

SDB certification may also be checked through the SBA PRONet database.

SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN GUIDE

DATE _____

CONTRACTOR _____
ADDRESS _____
SOLICITATION # _____
END ITEM/SERVICE _____

Check appropriate Block or choose one of the following:

Company wide or Division wide Commercial Product Annual Plan _____
Company's or Division's Fiscal Year 19_____
From (Month/Year) _____ To (Month/Year) _____
Total Estimated Fiscal Year Dollar Value: $ _____

OR

Individual Contract Plan _____
Total Contract Dollar Value: $ _____

FAR CLAUSE 52.219-9 - The offeror's Subcontracting Plan shall include at a minimum:

1. *FAR 52.219-9(d)1 (d)2 - Goals Expressed*
Goals, expressed in terms of percentages of ***TOTAL PLANNED SUBCONTRACTING DOLLARS***, for the use of small, small disadvantaged, and woman owned business firms as subcontractors. (NIB and NISH Workcenters may be counted as small business). The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

The **suggested** format for percentage and dollar goals is as follows. L/B and S/B totals should equal 100 % of the total subcontracted dollars. **To calculate percentages, divide all categories into the Total to be subcontracted dollars.** SDB/WOB/HUBZone, Vet, and Service Disabled Vet are all subsets of the small business dollars.

	DOLLARS	PERCENT	
Total Contract Value	$1,500,000.00	------	
Total to be subcontracted	**$1,000,000.00**	**100 %**	
a. To large business	$ 600,000.00	60 %	
b. To small business	$ 400,000.00	40 %	
1. To small disadvantaged	$ 50,000.00	**5 %**	**PL 99-661**
2. To woman-owned	$ 50,000.00	**5 %**	**PL 103-355**
3. To HUBZone S/B	$ 30,000.00	**3 %**	**SB Reauth. Act. 1997**
4. Veteran Owned S/B	$ 30,000.00	**3 %**	**PL 106-50 (1999)**
5. Service Disabled Veteran Owned S/B	$ 30,000.00	**3 %**	**PL 106-50 (1999)**

Notes:

- A separate goal for service-disabled veteran owned s/b is required at 3%. FAR 19.704
- Service-disabled veteran owned small business concerns meet the definition of veteran-owned small business concerns, and therefore can be included within the subcontracting plan goal for veteran owned small business concerns.
- A contractor may rely on the written representation of a subcontractor regarding the subcontractors status as a s/b, veteran-owned, HUBZone, or WOB. Clause 52.219-25 requires proof of SDB status as granted by SBA.
- For DoD buys, SDB Goals may include subcontracts to HBCU's.

1a. ***FAR 52.219-9(d)(3) - Types of Supplies and Services to be Subcontracted***

A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, small disadvantaged business, and woman owned concerns.

Products / Services	L / B	S / B	SDB	Woman
Raw material (coil)	X			
Carbide		X		
Outside Grinding		X		
Outside Head Drilling			X	
Custodial Services				X

1b. ***FAR 52.219-9(d)(4) - Method Used to Develop Goals***

A description of the method used to develop the subcontracting goals in item # 1 above.

1c. *FAR 52.219-9(d)(5) - Method Used to Identify Sources*

A description of the method used to identify potential sources for solicitation purposes. (Some suggestions include but are not limited to the following: existing company source lists, the SBA PRONet database, the National Minority Purchasing Council Vendor Information Service, the Department of Commerce Minority Business Development Agency's PROFILES System, or small and small disadvantaged business concerns trade associations.

1d. *FAR 52.219-9(d)(6) - Indirect Costs*

A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business concerns, HUBZone small business, small disadvantaged business concerns, and woman owned concerns.

2. *FAR 52.219-9(d)(7) - Name of Individual to Administer Plan*

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.

3. *FAR 52.219-9(d)(8) - Description of Efforts*

A description of the efforts the offeror will make to assure that small business, HUBZone small, small disadvantaged business, and woman owned concerns have an equitable opportunity to compete for subcontracts. (This element shall include but shall not be limited to the following):

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

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

b. Provide adequate and timely consideration of the potentialities of small, HUBZone small, small disadvantaged, and woman owned concerns in all "make or buy" decisions.

c. Counsel and discuss subcontracting opportunities with representatives of small, HUBZone small, small disadvantaged, and women owned business firms.

4. *FAR 52.219-9(d)(9) - Flowdown Clause*

Assurances that the offeror will include the clause in the contract entitled "Utilization of Small Business, Small Disadvantaged Business, and Woman Owned Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontracts (except small business concerns) who receive subcontracts in excess of $500,000 or $1,000,000 for construction of any public facility, to adopt a plan similar to the plan agreed to by the offeror.

5. *FAR 52.219-9(d)(10) - Cooperation in Studies*

Assurances that the offeror will: (a) cooperate in any studies or surveys as may be required, (b) submit periodic reports in order to allow the Government t determine the extent of compliance by the offeror with the subcontracting plan, (c) submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (d) *ensure* that its subcontractors agree to submit Standard Forms 294 and 295.

6. *FAR 52.219-9(d)(11) - Types of Records Maintained*

A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, HUBZone small, small disadvantaged, and woman owned concerns, and award subcontracts to them. The records shall include at least the following (on a plant wide or company wide basis, unless otherwise indicated):

a. Source lists, guides, and other data that identify small, HUBZone small, small disadvantaged, and woman owned concerns.

b. Organizations contacted in an attempt to locate sources that are small, HUBZone small, small disadvantaged, or woman owned.

c. Records on each subcontract solicitation resulting in an award of more than $100,000, including (1) whether small and HUBZone small business firms were solicited and if not, why not, (2) whether small disadvantaged business and woman owned firms were solicited and if not, why not, (3) if applicable, the reason award was not made to a small business concern.

d. Records of any outreach efforts to contact (1) trade associations, (2) business development organizations and (3) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and woman owned sources.

e. Records of internal guidance and encouragement provided to buyers through, (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the programs requirements.

f. On a contract-by-contract basis, records to support award date submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

SIGNED _____

TYPED NAME _____

TITLE _____

COMPANY _____

DATE _____