SOLICITATION AND OFFER

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

RATING

2. SOLICITATION NUMBER: SPM300-05-R-7052

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

4. DATE ISSUED: 11April 05

5. REQUISITION/PURCHASE REQ NO.: Various

6. ADDRESS MAILED OFFER TO:

CODE SPM300

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

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)*

215-737-7346

6B. PURCHASING AGENT: Deborah Veneri

CONTRACTING OFFICER: Thomas L. Gordon

OFFICE SYMBOL: DSCP-FTRAC

7A. ADDRESS ELECTRONIC TRANSMISSIONS

To:

Fascimile: (215) 737-9300,9301, 9302, or 9303

SOLICITATION

8. Sealed offers will be received at the Defense Supply Center Philadelphia, Business Opportunities Office, Bldg. 36-2-S, until *(hour)* 3:00 pm local time *(date)* 11 MAY 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 MRE SPREADS - CHEESE, PEANUT BUTTER, JELLIES, JAMS AND SAUCES 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

CAUTION NOTICE

IT IS ESSENTIAL THAT ALL OFFERORS READ AND UNDERSTAND THIS NOTICE!

This solicitation is for the procurement of Government Furnished Material (GFM) for the Meal Ready to Eat (MRE) ration program. Under this solicitation the government (Defense Supply Center Philadelphia) would contract with supplier(s) to provide the items on this solicitation and have our supplier(s) deliver them to the Meal Ready to Eat (MRE) Assemblers. The Assemblers (currently 3 companies) would take these items into their inventory and place them into MRE Meal Bags as they assemble the end-item meals.

Some of other items in the MRE program that are not on this solicitation are Contractor Furnished Material (CFM). These items are manufactured or procured directly by the MRE Assemblers and again are placed into the MRE Meal Bags as they assemble the end-item meals.

For this acquisition, the government will be doing a **'TEST'** for the items on this solicitation. The government intends to utilize this acquisition to determine whether to continue to purchase these items and supply them to MRE assemblers as GFM, or to discontinue Government purchase of these items and instead have the MRE assemblers purchase them as CFM. To accomplish this, after this solicitation closes, and award decisions are reached, another solicitation will be closed for the MRE Assembly items, which will also include all of the items on this solicitation to then be included as CFM. That solicitation number will be SPM300-05-R-7058, and that solicitation is scheduled to be issued on or about 29 April 2005. If you are interested in also proposing on these items as CFM, you should contact the 3 MRE Assemblers to see if they will

consider your company's proposal under the CFM solicitation. The MRE Assembly POC's will be listed at the end of this Caution Notice.

After both solicitations have been evaluated the Government will make a decision on which approach (GFM versus CFM) is in the best interest of the Government. See 52.212-2 for the criteria to be used by the Government to make this decision.

If the decision is made to acquire these items as CFM, no awards will be made from this solicitation, and offerors under this solicitation will be not be entitled to any proposal preparation and product sample costs!!
If the decision is made to award these items as GFM, the government will make awards from this solicitation and the offers that you may make to the MRE Assemblers will not be considered.

CFM-MRE Assembler POC's:
Ameriqual Packaging: 812-421-4876
SOPAKCO Inc.: 843-464-7851
The Wornick Company: 956-661-6000

****

This solicitation contains a new provision, at Surge Option Clause 252.217-7001, that requires all potential vendors to provide company profile and item surge and production data online at the Defense Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) website at **https://dscp362.dscp.dla.mil/spiders/home.htm**.
This secure web server uses https protocol with 128-bit encryption. New users must register online. By submission of its offer, the offeror agrees to accelerate deliveries up to the quantities entered in the table entitled "Committed Time-Phased Surge". A printed copy of the company profile and surge production data also must be returned with this solicitation. SPIDERS is an integrated application developed for the Defense Supply Center Philadelphia (DSCP) to assist readiness analysts in predicting, evaluating and improving the ability of private industry to meet an increase in the Government's demands in a surge situation. Surges in the Government's requirements occur during military operations, humanitarian assistance missions, and domestic or foreign natural disaster relief. Please contact Mr. Carmen Viola at 215-737-4517 or Mr. Richard Golden at 215-737-7502 if you have any concerns or questions.

Table of Contents

	PAGE
DSCP Form 33, Solicitation and Offer	1
Caution Notice	2-3
Supplies/Services	5-17
Description/Specifications/ Packaging and Marking Unitization and Reference Documents	18-33
Inspection and Acceptance/ Deliveries or Performance/ Contract Administration/ Special Contract Terms and Conditions	34-66
Instructions, Conditions, Notices/ Evaluation Factors for Award	67-84
Additional Contract Clauses/ Representations,Certifications And Other Statements of Offerors	85-123

Attachments:

Integrated Pest Management Program Requirements for Operational Rations.
Contractor Sanitation Program – Operational Rations.
Subcontracting Plan.

SUPPLIES/SERVICES

1. ITEMS TO BE SUPPLIED

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

The Wornick Company **Packaged Products Division** **200 North First Street** **McAllen, TX 78501-8700**	**AmeriQual Packaging** **225 West Morgan Avenue** **Evansville, IN 47710**	**SOPAKACO, Inc.** **118 S. Cypress Street** **Mullins, SC 29574**

NOTE: Firms should be cautioned that the listed destinations are for pricing purposes. Actual quantities and shipping information will be provided in individual delivery order (s).

Estimated Requirements

LINE ITEM	ITEM/NSN	BASE YR (EA)	OPTION YR 1 thru OPTION YR 4
0001	Cheese Spread, Cheddar Plain, Fortified, 1.5 oz. Bag, Flexibly packaged, Type I, MIL-C-595 NSN: 8940-00-149-1059	6,250,000	SAME AS BASE YEAR
0002	Cheese Spread, Cheddar With Jalapeno peppers, Fortified, 1.5 oz. Bag, Flexibly packaged, NSN: 8940-01-414-6122	7,500,000	SAME AS BASE YEAR
0003	Bacon Cheese Spread Cheese Spread, Cheddar, with Bacon, Fortified, 1.5 oz bag, Flexibly packaged, Type III. NSN: 8940-01-502-5688	2,500,000	SAME AS BASE YEAR
0004	Peanut Butter, Smooth Texture, Stabilized, Fortified US Grade 1.5 oz Bag, flexibly packaged, KIND II, MIL-C-44068, NSN: 8930-00-149-1054	5,000,000	SAME AS BASE YEAR
0005	Chocolate Peanut Butter, Smooth Stabilized, Fortified, Chocolate, 1.5 oz flexibly packaged, CID A-A-20328, Style II Texture 1, Type A, Fortification b, Package C, Flavor 2. NSN: 8930-01-527-8226	1,250,000	SAME AS BASE YEAR

SUPPLIES/SERVICES (cont)

LINE ITEM	ITEM/NSN	BASE YR (EA)	OPTION YR 1 thru OPTION YR 4
0006	Apple Jelly, US Grade A, 1.0 oz Bag, Flexibly packaged, KIND III, MIL-C-44068, NSN: 8930-00-149-1056	1,250,000	SAME AS BASE YEAR
0007	Grape Jelly, US Grade A, 1.0 oz Bag, Flexibly packaged, KIND III, MIL-C-44068, NSN: 8930-00-149-1058	1,250,000	SAME AS BASE YEAR
0008	Strawberry Jam, Concord, US Grade A, 1.0 oz. Bag, Flexibly packaged, KIND IV, MIL-C-44068 NSN: 8930-01-426-4752	1,250,000	SAME AS BASE YEAR
0009	Blackberry Jam, Concord, US Grade A, 1.0 oz. Bag (28.35 GM.), flexibly packaged Kind IV, MIL-C-44068 NSN: 8930-01-426-4749	1,250,000	SAME AS BASE YEAR
0010	Jalapeno Catsup Flavored. O.75 oz, flex pg, CID A-A-20346, Flavor V, Style B, NSN: 8959-01-523-7599	1,250,000	SAME AS BASE YEAR
0011	BARBEUE SAUCE, plain, W/o added fruit purees, 1 oz pg, CID A-A-20335, flavor 1 type B (for MEAL, READY-TO-EAT) NSN: 8950-01-487-1628	1,250,000	SAME AS BASE YEAR
0012	PICANTE SAUCE, medium, 1.5 oz pg, CID A-A-20259, Type II (for MEAL, READY-TO-EAT) NSN: 8950-01-487-1633	1,250,000	SAME AS BASE YEAR
0013	Steak Sauce, 1 oz Pg, CID A-A-20092, Flavor I (for Meal, Ready-To-Eat). NSN: 8950-01-522-0619	1,250,000	SAME AS BASE YEAR
0014	FAT FREE MAYO Mayonnaise, fat free, 1 oz flex pg, CID A-A-20140, Style c (For MEAL, READY-to-EAT) NSN: 8950-01-527-8387	1,250,000	SAME AS BASE YEAR

SUPPLIES/SERVICES (cont)

II. CONTRACT PRICING

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

In an IQC, the Government awards a range of quantities rather than a single fixed Quantity. The bottom of the range is the minimum (the IQC minimum quantity), which The government is obligated to order and which it is also 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 stated also; this may be the same as the minimum or maximum, or it may be a quantity within the IQC range.

In the solicitation, the line item quantities shown above are the estimated quantities. 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 Years 1 through 4

IQC Minimum	90% OF THE ESTIMATED QUANTITY
IQC Maximum	300 % OF THE ESTIMATED QUANTITY

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

Item(s)		Set-aside Status	NAICS
0001	Cheese Spread, Cheddar Plain	Unrestricted	311513
0002	Cheese Spread, Cheddar w/Jalapeno	Unrestricted	311513
0003	Cheese Spread with Bacon	Unrestricted	311513
0004	Peanut Butter	Unrestricted	311421
0005	Chocolate Peanut Butter	Unrestricted	311421
0006	Apple Jelly	Unrestricted	311421
0007	Grape Jelly	Unrestricted	311421
0008	Strawberry Jam	Unrestricted	311421
0009	Blackberry Jam	Unrestricted	311421
0010	Jalapeno Catsup	Unrestricted	311421
0011	BBQ Sauce	Unrestricted	311941
0012	Picanti Sauce	Unrestricted	311941
0013	Steak Sauce	Unrestricted	311941
0014	Fat Free Mayo	Unrestricted	311941

		Unit Price			
Item No.	**Item Description**	**FOB Wornick**	**FOB Ameriqual**	**FOB Sopakco**	**Average Unit Price**
*0001	Cheese Spread, Cheddar NSN: 8940-00-149-1059				
*0002	Cheese Spread ,Cheddar w/Jalapeno NSN:8940-01-414-6122				
*0003	Bacon Cheese Spread Fortified, 1.5 oz. bag NSN: 8960-01-502-5688				
0004	Peanut Butter Smooth Texture, Stabilized NSN: 8930-00-149-1054				
0005	Chocolate Peanut Butter, Smooth Texture, Stabilized NSN: 8930-01-527-8226				
0006	Apple Jelly, US Grade A NSN: 8930-00-149-1056				
0007	Grape Jelly, US Grade A NSN: 8930-00-149-1058				
0008	Strawberry Jam Concord,US Grade A NSN: 8930-01-426-4752				
0009	Blackberry Jam, Concord, US Grade A NSN:8930-01-426-4749				
0010	Jalapeno Catsup Flavor V, Style B, NSN: 8959-01-523-7599				
0011	Barbecue Sauce, plain NSN: 8950-01-487-1628				
0012	Picante Sauce, medium NSN: 8950-01-487-1633				
0013	Steak Sauce, 1 oz. Pg. NSN: 8950-01-522-0619				
0014	Fat Free Mayo NSN: 8950-01-527-8387				

*** Item Numbers 0001 through 0003 – See Page 14 for EPA Pricing ***

		Unit Price			
Item No.	Item Description	FOB Wornick	FOB Ameriqual	FOB Sopakco	Average Unit Price
*0001	Cheese Spread, Cheddar NSN: 8940-00-149-1059				
*0002	Cheese Spread ,Cheddar w/Jalapeno NSN:8940-01-414-6122				
*0003	Bacon Cheese Spread Fortified, 1.5 oz. bag NSN: 8960-01-502-5688				
0004	Peanut Butter Smooth Texture, Stabilized NSN: 8930-00-149-1054				
0005	Chocolate Peanut Butter, Smooth Texture, Stabilized NSN: 8930-01-527-8226				
0006	Apple Jelly, US Grade A NSN: 8930-00-149-1056				
0007	Grape Jelly, US Grade A NSN: 8930-00-149-1058				
0008	Strawberry Jam Concord,US Grade A NSN: 8930-01-426-4752				
0009	Blackberry Jam, Concord, US Grade A NSN:8930-01-426-4749				
0010	Jalapeno Catsup Flavor V, Style B, NSN: 8959-01-523-7599				
0011	Barbecue Sauce, plain NSN: 8950-01-487-1628				
0012	Picante Sauce, medium NSN: 8950-01-487-1633				
0013	Steak Sauce, 1 oz. Pg. NSN: 8950-01-522-0619				
0014	Fat Free Mayo NSN: 8950-01-527-8387				

*** Item Numbers 0001 through 0003 – See Page 14 for EPA Pricing ***

		Unit Price			
Item No.	Item Description	FOB Wornick	FOB Ameriqual	FOB Sopakco	Average Unit Price
*0001	Cheese Spread, Cheddar NSN: 8940-00-149-1059				
*0002	Cheese Spread ,Cheddar w/Jalapeno NSN:8940-01-414-6122				
*0003	Bacon Cheese Spread Fortified, 1.5 oz. bag NSN: 8960-01-502-5688				
0004	Peanut Butter Smooth Texture, Stabilized NSN: 8930-00-149-1054				
0005	Chocolate Peanut Butter, Smooth Texture, Stabilized NSN: 8930-01-527-8226				
0006	Apple Jelly, US Grade A NSN: 8930-00-149-1056				
0007	Grape Jelly, US Grade A NSN: 8930-00-149-1058				
0008	Strawberry Jam Concord,US Grade A NSN: 8930-01-426-4752				
0009	Blackberry Jam, Concord, US Grade A NSN:8930-01-426-4749				
0010	Jalapeno Catsup Flavor V, Style B, NSN: 8959-01-523-7599				
0011	Barbecue Sauce, plain NSN: 8950-01-487-1628				
0012	Picante Sauce, medium NSN: 8950-01-487-1633				
0013	Steak Sauce, 1 oz. Pg. NSN: 8950-01-522-0619				
0014	Fat Free Mayo NSN: 8950-01-527-8387				

*** Item Numbers 0001 through 0003 – See Page 14 for EPA Pricing ***

		Unit Price			
Item No.	**Item Description**	**FOB Wornick**	**FOB Ameriqual**	**FOB Sopakco**	**Average Unit Price**
*0001	Cheese Spread, Cheddar NSN: 8940-00-149-1059				
*0002	Cheese Spread ,Cheddar w/Jalapeno NSN:8940-01-414-6122				
*0003	Bacon Cheese Spread Fortified, 1.5 oz. bag NSN: 8960-01-502-5688				
0004	Peanut Butter Smooth Texture, Stabilized NSN: 8930-00-149-1054				
0005	Chocolate Peanut Butter, Smooth Texture, Stabilized NSN: 8930-01-527-8226				
0006	Apple Jelly, US Grade A NSN: 8930-00-149-1056				
0007	Grape Jelly, US Grade A NSN: 8930-00-149-1058				
0008	Strawberry Jam Concord,US Grade A NSN: 8930-01-426-4752				
0009	Blackberry Jam, Concord, US Grade A NSN:8930-01-426-4749				
0010	Jalapeno Catsup Flavor V, Style B, NSN: 8959-01-523-7599				
0011	Barbecue Sauce, plain NSN: 8950-01-487-1628				
0012	Picante Sauce, medium NSN: 8950-01-487-1633				
0013	Steak Sauce, 1 oz. Pg. NSN: 8950-01-522-0619				
0014	Fat Free Mayo NSN: 8950-01-527-8387				

*** Item Numbers 0001 through 0003 – See Page 14 for EPA Pricing ***

Option Year 4

		Unit Price			
Item No.	**Item Description**	**FOB Wornick**	**FOB Ameriqual**	**FOB Sopakco**	**Average Unit Price**
*0001	Cheese Spread, Cheddar NSN: 8940-00-149-1059				
*0002	Cheese Spread ,Cheddar w/Jalapeno NSN:8940-01-414-6122				
*0003	Bacon Cheese Spread Fortified, 1.5 oz. bag NSN: 8960-01-502-5688				
0004	Peanut Butter Smooth Texture, Stabilized NSN: 8930-00-149-1054				
0005	Chocolate Peanut Butter, Smooth Texture, Stabilized NSN: 8930-01-527-8226				
0006	Apple Jelly, US Grade A NSN: 8930-00-149-1056				
0007	Grape Jelly, US Grade A NSN: 8930-00-149-1058				
0008	Strawberry Jam Concord,US Grade A NSN: 8930-01-426-4752				
0009	Blackberry Jam, Concord, US Grade A NSN:8930-01-426-4749				
0010	Jalapeno Catsup Flavor V, Style B, NSN: 8959-01-523-7599				
0011	Barbecue Sauce, plain NSN: 8950-01-487-1628				
0012	Picante Sauce, medium NSN: 8950-01-487-1633				
0013	Steak Sauce, 1 oz. Pg. NSN: 8950-01-522-0619				
0014	Fat Free Mayo NSN: 8950-01-527-8387				

*** Item Numbers 0001 through 0003 – See Page 14 for EPA Pricing ***

SUPPLIES/SERVICES (cont)

Offeror's assigned DUNS Number:
Remittance Address: (If different from Contractor/Offeror address)

Options:

This acquisition contains four 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.

Offerors 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.

52.217-9001 TERM OF THE CONTRACT – SEPARATE FIRM FIXED PRICE & FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT PORTIONS (JUL 1996) DLAD

(a) The Government may extend the term of this indefinite-quantity contract for one or more additional one-year periods by written notice to the contractor no later than three days prior to the expiration of the contract; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least sixty days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause, and the estimated quantities specified in the schedule for that option period will apply. The modification exercising the option will also modify DSCP Clause 52.217-9P16, Effective Period of

Contract – Indefinite Delivery Contract, to cover the base ordering period and the additional option period(s) exercised to date. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(c) The offeror agrees to furnish during the option period those items cited in the schedule that are subject to economic price adjustment (EPA), at unit prices made up of two portions:

(1) A portion applicable to the purchase costs of the specified material subject to the EPA, at the dollar value per unit in the award, modified by any adjustment under the EPA clause of this contract, and
(2) the (remaining) firm fixed price portion of the price for the same contract line item, using the applicable amount for each option period as follows:

SUPPLIES/SERVICES (cont)

Item No.	Item Description	Portion Subject: To EPA	F/Fixed Price Portion Average Unit Price Base Year	F/Fixed Price Portion Average Unit Price Option 1	F/Fixed Price Portion Average Unit Price Option 2	F/Fixed Price Portion Average Unit Price Option 3	F/Fixed Price Portion Average Unit Price Option 4
0001	CheeseSpread, Cheddar NSN:8940-00-149-1059	Cheese = Butter = Total					
0002	Cheese Spread Cheddar w/Jalapeno NSN:8940-01-414-6122	Cheese= Butter = Total					
0003	Bacon, Cheese Spread NSN:8940-01-502-5688	Cheese = Butter = Total					

52.216-9P17 ECONOMIC PRICE ADJUSTMENT – ESTABLISHED MARKET PRICE (JUN 1995) DSCP
ALTERNATE II (FEB 1999) DSCP

(a) The Contractor warrants that the unit prices (for items 0001, 0002 and 0003) included in the Schedule do not include allowances for any portion of the contingency covered by this clause.

(b) An established market price is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror(s). The established market price under this clause may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for adjustments to contract prices under this clause shall be the price for Cheese Barrels 40# Blocks and Butter Grade AA as published weekly by Chicago Mercantile Exchange Cash Trading in the USDA Dairy Market News.

SUPPLIES/SERVICES (cont)

(1) The base unit price for the purpose of the adjustment calculations under this clause shall be the arithmetic average of the weekly average prices for the 12 week period for these commodities as published in the USDA Dairy Market News immediately preceding (i) the closing date for proposals, if no discussions are held, (ii) the due date for final proposal revisions, if discussions are held, or (iii) the opening date, if sealed bidding is used.

(2) The adjusting unit price shall be the arithmetic average of the weekly average prices for the 12 week period for these commodities as published in the USDA Dairy Market News immediately preceding the effective date the option term is exercised.

(c) With respect to increases or decreases under this clause, no adjustment shall be made to the base term contract unit prices. One adjustment calculation shall be made annually to determine the unit prices applicable to the forthcoming option term (if exercised).

(d) Allowance Factor. For the purpose of price adjustment pursuant to this clause, it shall be conclusively presumed that the amount shown under "Portion Subject to EPA" for each item in the schedule on DLAD Clause 52.217-9001, represents the cost of Cheese and Butter that is subject to adjustment. This allowance factor remains fixed throughout the life of the contract unless a Government authorized change is made to the contract which affects this allowance.

(e) Adjustments shall be calculated as follows (Round to 4 decimal places):

(1) Compute the Adjusting Unit Price and the Base Unit Price of each ingredient.
(2) Adjusting Unit Price – Base Unit Price / Base Unit Price = Market Price Change (+ or -).
(3) Market Price Change X Allowance Factor = Contract Unit Price Adjustment (+ or -).
(4).The original option unit price(s) for each option will be the sum of the firm fixed price portions and the portion subject to the EPA (Allowance Factor). The adjusted unit price(s) for each option shall be determined by increasing or decreasing (as appropriate) The Allowance Factor by the Contract Unit Price Adjustment and adding that to the firm fixed price portion agreed to at the time of award for the option period being adjusted.

SUPPLIES/SERVICES (cont)

Example of adjustment calculations, Item 0001:

Contract Period	Firm Fixed Price Option	Portion Subject To EPA	Total Unit Price
Base Year	$1.00	Cheese = $0.70 Butter = $0.30	$2.00
Option Year 1	$1.10	Cheese = $0.70 Butter = $0.30	$2.10
Option Year 2	$1.20	Cheese = $0.70 Butter = $0.30	$2.20
Option Year 3	$1.30	Cheese = $0.70 Butter = $0.30	$2.30
Option Year 4	$1.40	Cheese = $0.70 Butter = $0.30	$2.40

Calculate the Contract Unit Price Adjustment as follows:

	Cheese	Butter
Adjusting Unit Price {See (b) (2)}	$1.3250	$1.1050
Less: Base Unit Price {See (b) (1)}	$1.2550	$1.0550
Change in Price	$0.0700	$0.0500
Divide Change in Price by Base Unit Price =	.0558	.0474
Market Price Change	.0558	.0474
(X) Allowance Factor	$0.70	$0.30
(=) Contract Unit Price Adjustment	$0.0391	$0.0142

(f) Price adjustments pursuant to this clause shall be made by contract modification showing the calculations used to derive the adjusted contract unit prices.

(g) Payment on this contract shall be at the current contract price pending issuance of an adjusting modification.

(h) Any pricing actions pursuant to the CHANGES clause or other provisions of the contract will be priced as though there were no provisions for economic price adjustment.

(i) No adjustment will be made under this clause unless the total change in the contract amount is $500.00 or more.

SUPPLIES/SERVICES (cont)

(j) The total increase in any contract unit price shall not exceed 10% of the unit price. If at any time during the term of the contract, a proposed economic price adjustment will exceed this ceiling, either party may cancel the contract effective 60 days after receipt of written notice of the cancellation. There is no percentage limit on downward adjustments under this clause.

(k) In the event (i) any applicable market price indicator is discontinued or its method of derivation is altered substantially or (ii) the Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the DISPUTES clause of the contract.

(l) The Contractor shall certify on the final invoice that amounts invoiced under this contract reflect all decreases required by this clause.

III. ADDITIONS, DELETIONS AND/OR SUBSTITUTIONS TO ITEM SPECIFICATIONS:

PRIME DOCUMENT PCR-C-039, September 3, 2004. Cheese Spread, Cheddar, Fortified.

There are no changes to PCR-C-039, Cheese Spread, Cheddar, Fortified, September 3, 2004.

PACKAGING/LABELING/PACKING/MARKING/UNITIZATION

1 PACKAGING In accordance with D-1 Packaging of PCR-C-039.

2 LABELING In accordance with D-2 Labeling of PCR-C-039.

3 PACKING In accordance with D-3 Packing of PCR-C-039.

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.

4 MARKING In accordance with D-4 Marking of PCR-C-039.

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.

Reference Documents of PCR-C-039.

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

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

PRIME DOCUMENT: CID A-A-20328, PEANUT BUTTER AND PEANUT SPREAD, DECEMBER 18, 2000.

"The following changes apply to CID-A-A-20328, PEANUT BUTTER AND PEANUT SPREAD."

"Page 1, section 2.1, insert "flavor(s)," between "type(s)," and "and fortification(s)".

Page 2, section 3, insert "flavors," between "Styles, classes, textures, types," and "and fortifications."

Page 2, section 3, delete "Style II - Peanut Spread - Texture 1 – Smooth Type a – Stabilized Fortification a - Non-fortified Fortification b - Fortified"

and replace with "**Style II** - Peanut Spread **Class A** – Regular
Texture 1 - Smooth **Type a** – Stabilized **Flavor 1** - Plain
Flavor 2 - Chocolate
Flavor 3 - Other
Fortification a - Non-fortified **Fortification b** - Fortified **Class B** - Reduced Fat
Texture 1 - Smooth **Type a** – Stabilized - **Fortification a** - Non-fortified
Fortification b - Fortified"

Page 3, section 5.1.3, delete "and shall be reduced in fat by 25 percent or more in accordance with 21 CFR 101.62".

Page 3, add new section," **5.1.3.1** **Style II, Class B, Reduced Fat Peanut Spread.** The reduced fat peanut spread shall be reduced in fat by 25 percent or more in accordance with 21 CFR 101.62."

Page 3, section 5.3, second sentence after "peanut butter" insert "and peanut spread". After third sentence, add "Style II, Class A, Flavor 2 Chocolate peanut spread may include ingredients such as, but not limited to, chocolate liquor, milk fat, cocoa butter, lecithin, vanilla, cornstarch, natural and artificial flavors."

Page 4, add new section, "**5.5.2.3** **Style II, Class A, Flavor 2, Chocolate.** The chocolate peanut butter spread shall have no evidence of excessive heating or oiling off. The product shall have a freshly roasted and ground peanut odor and flavor with mild cocoa notes. The appearance shall be smooth, homogenous, medium brown color and have a slight surface sheen."

PACKAGING/LABELING/PACKING/MARKING/UNITIZATION

PACKAGING: In accordance with Packaging of the Packaging Requirements and Quality Assurance Provisions for CID A-A-20328.

LABELING In accordance with Labeling of the Packaging Requirements and Quality Assurance Provisions for CID A-A-20328

PACKING In accordance with Packing of the Packaging Requirements and Quality Assurance Provisions for CID A-A-20328

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER

When the product processing plant and the ration assembler are located in close proximity to each other, an 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.

MARKING In accordance with Marking of the Packaging Requirements and Quality Assurance Provisions for CID A-A-20328.

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.

REFERENCE DOCUMENTS for CID A-A-20328

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

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

PRIME DOCUMENT: CID A-A-20078B, JELLY, FRUIT, March 5, 2002.

There are no changes to CID A-A-20078B, JELLY, FRUIT.

The following change applies to the QAP & PKG for CID A-A-20078B:

(a) In Sec E-6, C (3) Net weight: delete entirely and insert:

"(3) Net weight. The net weight of the filled and sealed pouches shall be determined by weighing each sample unit on a suitable scale tared with a representative empty pouch. Any individual net weight of less than 0.9 ounces shall be classified as a minor defect. The lot size shall be expressed in pouches. The sample unit shall be one filled and sealed pouch. The inspection level shall be S-3 and the AQL, expressed in terms of defect per hundred units, shall be 2.5. The results shall be reported to the nearest 0.1 ounce."

PACKAGING/LABELING/PACKING/MARKING/UNITIZATION

PACKAGING: In accordance with Packaging of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20078B.

LABELING In accordance with Labeling of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20078B.

PACKING In accordance with Packing of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20078B.

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.

MARKING In accordance with Marking and Packaging Requirements for CID A-A-20078B.

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.

REFERENCE DOCUMENTS for CID A-A-20078B.

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

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

PRIME DOCUMENT: CID A-A-20079A, PRESERVES (OR JAMS), FRUIT, August 20, 2002.

There are no changes to CID A-A-20079A, PRESERVES (OR JAMS), FRUIT, August 20, 2002.

The following change applies to the QAP & PKG for CID A-A-20079A, PRESERVES (OR JAMS), FRUIT, June 14, 1999.

In Sec E-6, C (3) Net weight: delete entirely and insert:

"(3) Net weight. The net weight of the filled and sealed pouches shall be determined by weighing each sample unit on a suitable scale tared with a representative empty pouch. Any individual net weight of less than 0.9 ounces shall be classified as a minor defect. The lot size shall be expresses in pouches. The sample unit shall be one filled and sealed pouch. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 2.5. The results shall be reported to the nearest 0.1 ounce."

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

PACKAGING: In accordance with Packaging of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20079A.

LABELING In accordance with Labeling of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20079A.

PACKING In accordance with Packing of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20079A.

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.

MARKING In accordance with Marking of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20079A.

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.

REFERENCE DOCUMENTS CID A-A-20079A

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

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

PRIME DOCUMENT A-A-20346 Commercial Item Description. Catsup (Ketchup, Catchup), Flavored. August 2004.

The following change(s) apply to: A-A-20346 Commercial Item Description Catsup (Ketchup, Catchup), Flavored. There are no changes at this time.

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

PACKAGING of the PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20346, KETCHUP, FLAVORED

LABELING of the LABELING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20346, KETCHUP, FLAVORED

PACKING of the PACKING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20346, KETCHUP, FLAVORED

MARKING of the MARKING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20346, KETCHUP, FLAVORED

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.

REFERENCE DOCUMENTS FOR CIDA-A-20346 Commercial Item Description. Catsup.

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

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

U.S. Food Chemicals Codex 5th edition October 2003. Committee of Specifications, National Academy of Press.

Prime Document: Commercial Item Description Barbecue Sauce, November 2000, USDA.

THE FOLLOWING CHANGE(S) APPLY TO: Commercial Item Description Barbecue Sauce, November 2000, USDA.

Page 2, paragraph 6.1.1 Soluble solids., lines 1-2, delete "30.0", insert "47.0",; delete "39.0", insert "49.5"

Page 3, paragraph 6.1.3 Titratable Acidity (as Acetic)., line 1 delete "1.20", insert "1.70"

THE FOLLOWING CHANGE(S) APPLY TO PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20335 BARBECUE SAUCE, November 2000.

January 2002
D-1, b New Pouch Construction paragraph
D-1, c new Pouch filling and sealing paragraph
E-6, A, (4) line 2, A or b" deleted; replaced by "a, b, or c"
E-6, A (4), new Internal pressure test paragraph added.

29 January 2002
Sec C-2, B deleted entirely.
Sec E-5, B (1) deleted entirely

March 2002
Sec D-1b., sentence 6; serrations provided for.

PACAKAGING/PACKING/LABELING/MARKING/UNITIZATION

PACKAGING: In accordance with Packaging Requirements and Quality Assurance Provision for CID A-A-20335 BARBECUE SAUCE.

LABELING: In accordance with Labeling of the Labeling Requirements and Quality Assurance Provisions for CID A-A-20335 BARBECUE SAUCE.

PACKING: In accordance with Packing Requirements and Quality Assurance Provisions for CID A-A-20335 BARBECUE SAUCE.

MARKING: In accordance with Marking Requirements and Quality Assurance Provisions for CID A-A-20335 BARBECUE SAUCE.

UNITIZATION: In accordance with paragraph 5.1.5 of ASTM D 3951.

REFERENCE DOCUMENTS FOR CID A-A-20335 BARBECUE SAUCE.

Sanitation Requirements for Food Establishments. MIL-STD-3006, 20 August 2000.

U. S. Food Chemicals Codex. 5th edition, October 2003. Committee on Specifications, National Academy Press.

PRIME DOCUMENT Commercial Item Description A-A-20259A Picante Sauce, August 2004.

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.

The following Change(s) apply to: Commercial Item Description A-A-20259A Picante Sauce, August 2004.There are no changes at this time.

The following Change(s) apply to Packaging Requirements and Quality Assurance Provision for CID A-A-20259 PICANTE SAUCE, January 2002.

Sec C-2, B., delete entirely.

Sec C-2, I. (2), line 2, delete "10.5", insert "11.5"

Sec C-2, I. (3), line 2, delete "1.05", insert "1.15"

Sec D., D-1, b., delete entirely, insert the following:
"b. Pouch construction. The pouch shall be a flat style preformed pouch having maximum inside dimensions of 2-$^{9}/_{16}$ inches wide by 5-$^{5}/_{16}$ inches long. The pouch shall be made by heat-sealing three edges with $^{3}/_{8}$ inch (-$^{1}/_{8}$ inch, +$^{3}/_{16}$ inch) wide seals. The heat seals shall be made in a manner that will assure hermetic seals. The side and bottom seals shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-6,A,(4),a. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than $^{1}/_{16}$ inch or seal separation that reduces the effective closure seal width to less than $^{1}/_{16}$ inch when tested for internal pressure resistance as specified in E-6,A,(4),c. A tear nick or tear notch shall be provided on one outside edge or two opposite outside edges of the pouch to facilitate easy opening of the filled and sealed pouch. A $^{1}/_{8}$ inch (+$^{1}/_{16}$ inch) wide lip may be incorporated at the open end of the pouch to facilitate opening and filling of the pouch."

Sec. D-1 b., sentence 6, after "tear notch", insert "or serrations"

Sec D., D-1, c., delete entirely, insert the following:

"c. Pouch filling and sealing One and one-half ounces of picante sauce shall be filled into the pouch and the filled pouch shall be sealed. The filled pouch shall be sealed. The closure seal shall be free of foldover wrinkles or entrapped matter that reduces the effective closure seal width to less than 1/16 inch. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects. The average seal strength shall be not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-6,A,(4),b. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-6,A,(4),c."

Sec E-6, A (4), line 2, delete "a or b," insert "a, b, or c,"
Sec E-6, A (4), add the following new paragraph c.:
"c. Internal pressure test. The internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table II, footnote 2/) shall be considered a test failure. Any test failure shall be cause for rejection of the lot."

Sec E-5, B.(1), delete entirely.

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

PACKAGING: In accordance with Packaging Requirements and Quality Assurance Provision for CID A-A-20335 Picanti Sauce.

LABELING: In accordance with Labeling Requirements and Quality Assurance Provisions for CID A-A-20335 Picanti Sauce

PACKING: In accordance with Packing Requirements and Quality Assurance Provisions for CID A-A-20335 Picanti Sauce

MARKING: In accordance with Marking Requirements and Quality Assurance Provisions for CID A-A-20335 Picanti Sauce

UNITIZATION. In accordance with paragraph 5.1.5 of ASTM D 3951.

REFERENCE DOCUMENTS FOR CID A-A-20259 PICANTE SAUCE.

Sanitation Requirements for Food Establishments. MIL-STD-3006, 20 August 2000.

U. S. Food Chemicals Codex. 5th edition October 2003. Committee of Specifications, National Academy Press.

PRIME DOCUMENT: Commercial Item Description, Steak Sauce. A-A-20092, August 2001. USDA

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.

The Following Change(s) Apply to: Commercial Item Description, Steak Sauce. A-A-20092B, August 2001. There are no changes at this time.

The Following Change(s) Apply to: Packaging Requirements and Quality Assurance Provisions for CID A-A-20092B, Steak Sauce, May 2004. There are no changes at this time.

PACKAGING/PACKING/LABELING/UNITIZATIZATION/MARKING

PACKAGING. In accordance with Packaging Requirements and Quality Assurance Provisions FOR CID A-A-20092B, Steak Sauce

LABELING. In accordance with Labeling Requirements and Quality Assurance Provisions FOR CID A-A-20092B, Steak Sauce

PACKING. In accordance with Packing Requirements and Quality Assurance Provisions FOR CID A-A-20092B, Steak Sauce

MARKING . In accordance with Marking Requirements and Quality Assurance Provisions FOR CID A-A-20092B, Steak Sauce

UNITIZATION. In accordance with paragraph 5.1.5 of ASTM 3951.

REFERENCE DOCUMENTS FOR CID A-A-20092B, STEAK SAUCE.

Sanitation Requirements for Food establishments. Mil-STD-3006, August 2O00.

U. S. Food Chemicals Codex. 5th edition, October 2003. Committee on Specifications, National Academy Press.

PRIME DOCUMENT: Mayonnaise, Salad Dressing, and Tartar Sauce. Commercial Item Description A-A-20140B, June 1993.

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.

The following change(s) apply to: Mayonnaise, Salad Dressing, and Tartar Sauce. Commercial Item Description A-A-20140B, June 1993.

Page 2, first paragraph, change third sentence to read "The mayonnaise and salad dressing shall be smooth, uniform, off-white to light cream in color, and have a slight surface sheen."

Page 2, first paragraph, fourth sentence, replace "sharp distinct" with "slight". Delete "shall have a pungent clean vinegar"

Page 2, first paragraph, fifth sentence, delete "a pleasing". Replace "flavor" with "notes".

Page 2, first paragraph, seventh sentence, after "shall be" insert "moderately thick and"
Page 2, first paragraph add, "The product shall have no evidence of excessive heating (materially darkened or scorched mottling, curdling or oiling off)."

Page 2, after third paragraph insert new paragraph, "The fat free mayonnaise (Type I, Style C) shall conform to the Standards of Identity for Mayonnaise (21 CFR 169.140) and the product characteristics as described above, except that the product shall be formulated reducing the amount of fat as defined by 21 CFR 101.62. Safe and suitable fat replacers, may include, but are not limited to, modified food starch, maltodextrin, polydextrose, cellulose gel, food gums, and stabilizers. The fat content shall be less than 0.5 gram (g) per reference amount customarily consumed (which is 15 g for mayonnaise-type salad dressings as defined by 21 CFR 101.12) and shall be less than 0.5 g per labeled serving. When the fat free product is examined for emulsion stability there shall be no evidence of syneresis."

The following change(s) apply to Packaging Requirements and Quality Assurance Provisions for CID A-A-20140B, Mayonnaise, Salad Dressing, and Tartar Sauce There are no changes at this time.

PACKAGING/PACKING/LABELING/UNITIZATIZATION/MARKING

PACKAGING. In accordance with Packaging Requirements and Quality Assurance Provisions for CID A-A-20140B Mayonnaise, Salad Dressing, and Tartar Sauce

LABELING. In accordance with Labeling Requirements and Quality Assurance Provisions for CID A-A-20140B Mayonnaise, Salad Dressing, and Tartar Sauce

PACKING. In accordance with Packing Requirements and Quality Assurance Provisions for CID A-A-20140B Mayonnaise, Salad Dressing, and Tartar Sauce

MARKING. In accordance with Marking Requirements and Quality Assurance Provisions for CID A-A-20140B Mayonnaise, Salad Dressing, and Tartar Sauce

UNITIZATION. In accordance with paragraph 5.1.5. of ASTM D 3951.

REFERENCE DOCUMENTS FOR CID A-A-20140B Mayonnaise, Salad Dressing, and Tartar Sauce

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

U. S. Food Chemicals Codex. 5th edition, October 2003. Committee on specifications, National Academy Press.

APPLICABLE TO ALL ITEMS ON THIS SOLICITATION:

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

B. 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. 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 South Bldg
ATTN: DCIS
Washington, DC 20090-6456
(202) 720-4693

Three samples will be sent to:
U. S. Army Research, Development, and Engineering Command
Natick Solider Center
ATTN: AMSRD-NSC-CF-F (Al Bennett)
15 Kansas Street
Natick, MA 01760-5018
(508) 233-5907/4535

COMMINGLING OF LOTS

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

A. Origin manufacturers are required to only ship entire lots equaling 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. 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. See paragraph 2.D for exception.

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 units 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 units 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 days production, the lot may be split between not more than two assemblers. All other requirements for "mixed code lot" apply to this clause.

INSPECTION AND ACCEPTANCE

NOTE: The Quality Assurance Provisions and Packaging Requirements for component Prime Documents cited in this solicitation are required for contractor, Army Veterinary, and USDA inspection, unless otherwise specified by this solicitation/contract. The Analytical Requirements found in Commercial Item Descriptions cited as Prime Documents by this solicitation are required for contractor, Army Veterinary, and USDA inspection, unless otherwise specified by this solicitation/contract. When Quality Assurance Provisions and Packaging Requirements cite analytical content levels different from those cited in the Commercial Item Description, use those analytical content levels cited in the Quality Assurance Provisions and Packaging Requirements.

Quality Assurance Requirements for Ration Component Production Plants

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

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

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:

INSPECTION AND ACCEPTANCE (cont)

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.

INSPECTION AND ACCEPTANCE (cont)

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

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

INSPECTION AND ACCEPTANCE (cont)

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

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

The QSP shall be submitted to DSCP-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,FFV,PPB **(202) 720-5021**
ATTN: Richard Boyd/Donna McCarter
1400 INDEPENDENCE AVE. SW
STOP 0247, ROOM 0726, SOUTH BLDG.
WASHINGTON, DC 20250-0247

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

INSPECTION AND ACCEPTANCE (cont)

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.

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

DCMAO DAYTON
1507 WILMINGTON PIKE
DAYTON, OH 45444-5300

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

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

INSPECTION AND ACCEPTANCE (cont)

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.

INSPECTION AND ACCEPTANCE (cont)

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.

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.

INSPECTION AND ACCEPTANCE (cont)

(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)

INSPECTION AND ACCEPTANCE (cont)

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).

INSPECTION AND ACCEPTANCE (cont)

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

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

INSPECTION AND ACCEPTANCE (cont)

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

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

5. For Other Items SPC techniques are optional.

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

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

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

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

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

INSPECTION AND ACCEPTANCE (cont)

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

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

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

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

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

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

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

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

INSPECTION AND ACCEPTANCE (cont)

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.

Operational Ration Component Lot Number and Lot Inspection

The component lot number for thermostabilized (retorted) products packaged in flexible pouches shall be defined as the Julian lot number assigned at the origin manufacturer's plant and the inspection lot shall include only product produced in one work-shift. For products packaged in tray pack containers (metal/poly) and other products (including the FRH and final assembled lots), a lot number is defined as the quantity of finished product produced/assembled within a production day (Julian date) and the inspection lot shall include product produced in no more than one production/assembly day. The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing sub-samples from the sub-lot/sub-code during production of 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).

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.

INSPECTION AND ACCEPTANCE (cont)

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.

PDM Replenishment Sample Lots

PDM replenishment sample lots will be contractor and Government tested (i.e. contractor-paid USDA inspection and Veterniary Command inspection) for compliance with all analytical and microbiological requirements.

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.

INSPECTION AND ACCEPTANCE (cont)

(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.

Additional Requirement for Cheese Spreads

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

Rework Of Nonconforming Product Pre or Post Acceptance

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

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

INSPECTION AND ACCEPTANCE (cont)

determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

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

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

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

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

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

INSPECTION AND ACCEPTANCE (cont)

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".

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),

INSPECTION AND ACCEPTANCE (cont)

number of defects. Identify the pouch codes of defective units.

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

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

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

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

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

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

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

INSPECTION AND ACCEPTANCE (cont)

Shipment and Commingling of Component Lots

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 for GFM items and any CFM thermostabilized, water-activity stabilized, and cheese spread items. In addition, thermostabilized items, water-activity stabilized items, and cheese spread shall also cite subcodes delivered.

E-11-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.

INSPECTION AND ACCEPTANCE (cont)

(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.

Split Lots

Cheese spreads, peanut butter, peanut spread:

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, or
(2) Whole lots may be split in two (2) portions for separate shipments.
- (a) Split lot shipments may be shipped to more than one (1) assembler but not more than two (2) assemblers.
- (b) No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.
- (c) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.
- (d) The origin manufacturer assumes full liability for both portions of split lot shipments. 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.

Other spread items:

(1) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.
(2) The origin manufacturer assumes full liability for all portions of split lot shipments. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, all 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.
(3) Associated lot shipping documentation will reflect split lot status and original lot quantities.
(4) Portions of all split lots will be stored in approved facilities only.

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 items packed in accordance with MIL-PRF-44073) shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the Technical Data Package will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option or performed in accordance with the assembler's QSP. Other receipt inspections shall be at a minimum inspection level of S-3 of ANSI/ASQC Z1.4-2003. 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 items procured by identical prime documents (identical PCRs, Commercial Item Descriptions) except for items packaged in accordance with MIL-PRF-44073 and PCR-C-039.

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

Periodic Review Samples

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

Six samples will be sent to:

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

Three samples will be sent to:

U.S. ARMY RESEARCH, DEVLEOPMENT, AND ENGINERRING COMMAND
NATICK SOLDIER CENTER
ATTN: AMSRD-NSC-CR-F (AL BENNETT)
15 KANSAS STREET
NATICK, MA 01760-5018

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

CONTRACT ADMINISTRATION DATA

1. CONTRACT ADMINISTRATION: Will be performed by the office listed in Block 6 of the DSCP Form 33 to be designated at time of award of the resultant contract (s).

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 Office (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.

3. INVOICES: For items inspected and accepted at origin, the contractor will include with the invoice when it is submitted for payment (1) a copy of the Bill of Lading for F.O.B. Origin shipment; 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 PHILADELPHAI, 700 Robbins Avenue, Building 6B, Phila. PA 19111-5092 ATTN: Thomas Gordon.

4. MANUFACTURING DIRECTIVE NUMBER (MDN): An MDN will be assigned to any contract resulting from this solicitation/contract for use in identifying Government Furnished 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 price contractor's name and address, i.e. MDN XXX.

THE MDN's FOR THE CONTRACTS RESULTING FROM THIS SOLICITATION SHALL BE PROVIDED AT TIME OF AWARD.

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2003)

(a) *Inspection/Acceptance*. (See addendum)

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) within a reasonable time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*.

The Contractor or its assignee may assign its rights to receive payment as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*.

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*.

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*.

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable Delays*.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*. (see addendum for additional requirements)

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN)> The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent Indemnity*.

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.

(1) Items Accepted.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment.

The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT).

If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments.

If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of Loss*.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*.

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience*.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause*.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*.

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. (See addendum)

(p) *Limitation of Liability*.

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other Compliances*.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with Laws Unique to Government Contracts*.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of Precedence*.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) the schedule of supplies/services;

(2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;

(3) the clause at 52.212-5;

(4) addenda to this solicitation or contract, including any license agreements for computer software;

(5) solicitation provisions if this is a solicitation;

(6) other paragraphs of this clause;

(7) the Standard Form 1449;

(8) other documents, exhibits, and attachments; and

(9) the specification.

(t) *Central Contractor Registration (CCR)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. **Paragraph (a)** delete in its entirety and insert pages 33 through 52 and all clauses in this solicitation that pertain to inspection and acceptance.
2. **Paragraph (g)** see page 53 for additional requirements.
3. **Paragraph (i),** Payment.

[ ] Delete the 1st sentence and substitute the following: **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

4. **Paragraph (o)** Add warranty clause pages 82 and 83.
5. **Paragraph (t),** *Central Contractor Registration(CCR).*

Add the following:

(5) Definitions.

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

"Commercial and Government Entity (CAGE) Code" means—

(a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code".

"Data Universal Numbering System+4 (DUNS+4) Number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR Database" means that—

(a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(b) The Contractor's CAGE code is in the CCR database; and

(c) The Government has validated all mandatory data fields and has marked the records "Active".

252.232-7003 Electronic Submission of Payment Requests.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause—

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil <https://rmb.ogden.disa.mil/>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil/>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at http://www.X12.org <http://www.x12.org/>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X	(1)	**52.203-6**, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
___	(2)	**52.219-3**, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 2402).
X	(3)	**52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
___	(4)(i)	**52.219-5**, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
___	(4)(ii)	**Alternate I** (MAR 1999) of 52.219-5.
___	(4)(iii)	**Alternate II** (JUN 2003) of 52.219-5.
___	(5)(i)	**52.219-6**, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
___	(5)(ii)	**Alternate I** (OCT 1995) of 52.219-6.
___	(5)(iii)	**Alternate II** (MAR 2004) of 52.219-6
___	(6)(i)	**52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
___	(6)(ii)	**Alternate I** (OCT 1995) of 52.219-7
___	(6)(iii)	**Alternate II** (MAR 2004 of 52.219-7
___	(7)	**52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
___	(8)(i)	**52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)).
___	(8)(ii)	**Alternate I** (OCT 2001) of 52.219-9
___	(8)(iii)	**Alternate II** (OCT 2001) of 52.219-9
___	(9)	**52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
___	(10)(i)	**52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___	(10)(ii)	**Alternate I** (JUN 2003) of 52.219-23.
___	(11)	**52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)

___ (14) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).

_X_ (15) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).

_X_ (16) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).

_X_ (17) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).

_X_ (18) **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).

_X_ (19) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

_X_ (20) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (22)(ii) **Alternate I** (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

Paragraphs (23) through (25) are not applicable and have been deleted.

_X_ (26) **52.225-13**, Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). *Paragraphs (27) and (28) are not applicable to DoD acquisitions and have been deleted.*

___ (29) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002 (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 225(f), 10 U.S.C. 2307(f)).

_X_ (31) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) **52.239-1,** Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)

___ (35)(i) **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).

___ (35)(ii) **Alternate I** (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.)

___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.*

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR
Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $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);**

(iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793);

(v) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) **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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.212-1 Instructions to Offerors-Commercial Items. Instructions to Offerors-Commercial Items (Jan 2005)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear on page 4 of this solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 33, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 33, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
(C) If this solicitation is a request for proposals, it was the only proposal received.
(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
(i) *Availability of requirements documents cited in the solicitation.*
(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407 Telephone: 202-619-8925, FAX 202-619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094 Telephone 215-697-2667/2179, FAX 215-697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at *http://dodssp.daps.mil.*

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding $25,000, and offers of $25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. 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 or DUNS+4 number that identifies the offeror's name and address. 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 FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at *http://www.dnb.com.* An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at *http://www.ccr.gov* or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (Jan 2005) - Addendum

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 below 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 52.212-2 herein. 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

Technical Proposal:

A. The Technical Proposal Factors and Subfactors are as follows:

1.0 Product Demonstration Models (PDM'S)
2.0 Past Performance
  2.1 – Quality
  2.2 - Delivery
  2.3 – Socioeconomic Goals (Evaluation of Past Performance)
3.0 Surge/Mobilization Plan
4.0 Force Protection
5.0 Socioeconomic Goals
6.0 JWOD

1.0 Product Quality/Production Demonstration Model (PDM):

Product Demonstration Models (PDM's) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDM's will become the property of the Government and will not be returned to the offeror. Failure to submit PDM's may result in rejection of an offer.

A total of 112 Samples (each) shall be submitted as PDM's to be distributed as follows:

a. 32 PDM's shall be mailed to:

U.S. Army Research, Development and Engineering Command
Natick Solider Center
Attn: AMSRD-NSC-CF-F (Al Bennett)
15 Kansas Street
Natick, MA 01760-5018

(Note: Packages containing PDM's shall be identified as such on the outside of the box, as well as identifying the RFP number).

The end or side of the box(s) containing PDM's must have a sticker, or be printed on the box, with the following information:

Product Demonstration Model Sample
Solicitation Number
Product Identity
Lot #
Company Name and Address
Point of Contact Name and Phone Number

b. A total of 70 samples shall be sent to the cognizant in-plant Government inspector for items requiring Government origin inspection. In this instance, the offeror shall advise the Government inspector prior to production of the PDMs and shall obtain a signed statement from the inspector confirming possession of the samples and identifying the samples as from the same production lot as those submitted to Natick. The offer shall submit this statement(s) with its balance of PDM samples submitted to DSCP.

c. The remaining ten samples (each), of the same product lot code, of the PDM shall be mailed along with your technical proposal to the address indicated on block 6 of the first page of the solicitation.

The PDM's required in this part of the solicitation which are submitted to Natick and DSCP must have certified analytical requirement results attached as part of your offer for this technical evaluation factor. The analyticals are to be certified by the USDA for current suppliers of these items and self-certified by other potential offerors. Failure to submit the required certified analyticals with your PDM's may result in your proposal not being considered for award.

Production Standard Replenishment for Food Items:

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

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

Characteristics for which the PDM's will be tested or evaluated are:

Organoleptic qualities such as taste, odor, texture appearance and overall quality.

The PDM rating will be highly acceptable, acceptable, marginally acceptable or unacceptable. If any one of the characteristics of the PDM is rated unacceptable, the overall PDM will be rated unacceptable.

Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may require rejection of the offer. Offerors shall also certify that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. The Government shall not accept product from any resultant contract, which does not conform, to all requirements.

The approval of any PDM for the aforementioned organoleptic characteristics will not constitute approval of the product as meeting other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements.

2.0 Past Performance:

Offerors may submit any information they want the Government to consider regarding their performance on MRE Beverage Base items or similar type item(s) during the period of January 1, 2004 through time of solicitation closing 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 their three largest commercial customer accounts in terms of dollar sales during the period stated. Offers are requested to submit any information about any unfavorable instances of past performance that occurred since January 1, 2004 and the corrective actions taken to preclude any such recurrences. Offerors should submit information regarding their socioeconomic accomplishments as part of their past performance information.

3.0 Surge/Mobilization Plan:

1. The offeror must submit a company profile and surge production data online through the Defe Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDER website at https://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 informati shall be the Production Surge Plan under the contract, and the contractor shall be obligated to accelerate deliveries under the terms of this clause up to the quantities entered in the Production Surge Plan. See DF/ 252.217-7001 Surge Option (AUG 1992) DFARS.

2. The offeror shall fully describe and support how it will increase its delivery capacity from the maximum order quantity(s) in clause 52.216-9P06, Delivery Order Limitations to the time-phased deliveries committed in the Surge Option Production Surge Plan. Supporting details should address manpower, equipment, facilities, and material management.

4.0 Force Protection:

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

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. All firms shall review their security plans relating to plant security. The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process.
The contractor will immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, know or unknown, to tamper with or contaminate subsistence supplies.

The Offeror's Force Protection submittal will be evaluated to determine the acceptability of the Plan to prevent product tampering and other security issues. In no event will an award be made without a Force Protection security plan that is considered acceptable. Offerors should include specific security measures relating to but not limited to the following areas: Employee identification, background checks (where applicable), control of access to the plant facility, internal security and product integrity.

Note 1: The offeror's Force Protection proposal shall be part of contract awarded.
Note 2: Offerors may request, from the Contracting Officer or Specialist, an electronic copy of the Force Protection Evaluation Checklist, to assist in documenting the Force Protection Plan.

5.0 Socioeconomic Goals:
52.215-9002 Socioeconomic proposal.

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

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

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

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

Note: In addition to SB, SDB, and WOSB, provide the subcontracting dollars to HubZone Small Business (HZSB), Veteran Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB) and Javits-Wagner-O'Day (JWOD) concerns and use the format below:

The following format shall be used:

	DOLLARS	PERCENT OF SUBCONTRACT DOLLARS
Total Contract Price	$	
Total to be Subcontracted	$	
To Large Business	$	%*
To Small Business	$	%*
To Small Disadvantaged	$	%*
To Woman-Owned Small Bus.	$	%*
To Hub-Zone S/B	$	%*
To Veteran Owned S/B	$	%*
To Service Disabled Veteran Owned S/B	$	%*
To Other Small Business	$	%*
To JWOD Concerns	$	%*

*Divided into total to be subcontracted

6.0 Javits-Wagner-O'Day Act Entity Support (JWOD)

52.215-9004 Javits-Wagner-O'Day Act Entity Proposal.

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 JWO 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).

52.212-2 Evaluation-Commercial Items. (Jan 1999).

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: See the Addendum to this clause.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-2 Evaluation-Commercial Items (Jan 1999) Addendum

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 the contracting officer will make an integrated assessment of the offer. If a decision is made to hold discussions, the contracting officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection authority (SSA) for approval. Unless award is made on 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, judgment on the part of the Government evaluators is implicit in the entire process. The Government reserves the right to select a successful offeror at other than the lowest price submitted and in accordance with the evaluation factors set forth.

B. Evaluation Process:

(1) **Technical Evaluation:** Offerors are required to submit technical proposals, as prescribed in 52.212-1 of this solicitation. Each technical proposal will be evaluated against the technical factors specified in this section. 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 herein, will be selected for award.

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, 3.0 4.0, 5.0 and 6.0 which are in descending order of importance. The subfactors under the Past Performance factor are in descending order of importance.

1.0 Product Demonstration Models (PDM's)
2.0 Past Performance
21 – Quality
2.2 - Delivery
2.3 – Socioeconomic Goals (Evaluation of Past Performance)
3.0 Surge/Mobilization Plan
4.0 Force Protection
5.0 Socioeconomic Goals
6.0 JWOD

1.0 Product Demonstration Model (PDM's):

The Government will evaluate the PDM's for compliance with the item descriptions and product specifications and will also evaluate the organoleptic qualities of the food product to include taste, texture, odor, and appearance using the recognized overall quality rating scale to determine product acceptability. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

2.0 Past Performance:

The Government will evaluate the past performance of each offeror for the period from January 1, 2004 through March 31, 2005 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.

3.0 Surge/Mobilization Plan.

The Government will evaluate the offered Surge Plan to confirm the reasonably expected time-phased surge production capacity of the Offeror. Those firms that provide a greater, and quicker, surge capacity will be more favorably rated. The surge capacities of offerors will also be considered by the Government in determining the number of awards to make, in order to result in the optimal industrial base capable of meeting Surge requirements in the event of a contingency.

4.0 Force Protection:

The offeror's Force Protection submittal will be evaluated to determine the acceptability of the plan to prevent product tampering and other security issues. In no event will an award be made without a Force Protection Security plan that is considered acceptable. The offeror's proposal shall be part of any contract.

5.0 Socioeconomic goals:

52.215-9003 Socioeconomic support evaluation.

SOCIOECONOMIC EVALUATION (OCT 1996) - DLAD

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small business, small disadvantaged business, HubZone Small Business, Veteran Owned Small Business, Service Disabled Veteran-Owned Small Business (SDVOSB) concerns and Javits-Wagner-O'Day (JWOD) 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.

6.0 JWOD

52.215-9005 Javits-Wagner-O'Day Act Entity Support Evaluation.

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.

EVALUATION OF PRICES:

1. For each contract period, i.e., base year and each option period, the quantities delivered to the 3 F.O.B. Destinations in Supplies/Services shall be considered equal. Accordingly, the unit price to be evaluated for each contract period, shall be the simple average of the 3 F.O.B. destination prices.

2. **52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE- DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DSCP**

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

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

Evaluation of GFM versus CFM (Total System) Test - See Caution Notice on cover of this solicitation.

A. Through the evaluation of proposals under this solicitation and under a separate solicitation for MRE assembly, the Government intends to determine whether it is in the best interest of the Government to purchase the items in this solicitation (which are component items of the MRE) and provide them to the MRE assemblers as Government Furnished Material (GFM), or instead purchase only the end-item MRE and require the MRE Assembler's to furnish all component items as Contractor Furnished Material (CFM). Various combinations within these two approaches will also be analyzed. The GFM/CFM test categories are bakery, spreads, beverage base and commercial items.

B. After source selection decisions are reached under this solicitation, in accordance with 52.212-2 herein, DSCP will close another solicitation for MRE Assembly (SPM300-05-R-7058). Under that solicitation MRE Assemblers will be asked to cost out the GFM test categories under the following conditions:

1. A proposal for the MRE, to include all of the GFM component items identified (bakery, spreads, beverage base and commercial items). This shall be called the "MRE CFM" for this test evaluation.

2. A proposal for the inclusion and addition of just the GFM Bakery items, hereafter referred to in the Bakery Module, as CFM. This proposal shall include the cost (acquisition or production price) of each bakery item, the total cost of all bakery items to be assembled in each case of MRE, and the Total Unit Price for the Bakery Module. The Total Unit Price for the Bakery Module is that price which will be added in its entirety to the MRE CFM unit price to result in a MRE

contract unit price that includes all of the Bakery module items as CFM, in addition to the all of the other items that are already identified and procured as CFM on that solicitation.

3. A proposal for the inclusion and addition of the GFM Spread items, hereafter referred to in the Spreads Module, as CFM. This proposal shall include the cost (acquisition or production price) of each spreads item, the total cost of all spread items to be assembled in each case of MRE, and the Total Unit Price for the Spreads Module. The Total Unit Price for the Spreads Module is that price which will be added in its entirety to the MRE CFM unit price to result in a MRE contract unit price that includes all of the Spread module items as CFM, in addition to the all of the other items that are already identified and procured as CFM on that solicitation.

4. A proposal for the inclusion and addition of the GFM Beverage Base items, hereafter referred to in the Bev. Base Module, as CFM. This proposal shall include the cost (acquisition or production price) of each beverage base item, the total cost of all beverage base items to be assembled in each case of MRE, and the Total Unit Price for the Bev. Base Module. The Total Unit Price for the Bev. Base Module is that price which will be added in its entirety to the MRE CFM unit price to result in a MRE contract unit price that includes all of the Bev. Base module items as CFM, in addition to the all of the other items that are already identified and procured as CFM on that solicitation.

5. A proposal for the inclusion and addition of the GFM Commercial items, hereafter referred to in the Commercial Module, as CFM. This proposal shall include the cost (acquisition or production price) of each commercial item, the total cost of all commercial items to be assembled in each case of MRE, and the Total Unit Price for the Commercial Module. The Total Unit Price for the Commercial Module is that price which will be added in its entirety to the MRE CFM unit price to result in a MRE contract unit price that includes all of the Commercial module items as CFM, in addition to the all of the other items which are already identified and procured as CFM on that solicitation.

C. The above "CFM Modules" in the MRE Assembly solicitation include the following solicited GFM items:

1. The Bakery Module shall consist of:
   Cakes: Pumpkin, Carrot, Vanilla, Spice, Lemon Poppy, and Almond Poppy
Cookies: Chocolate Chip, Chocolate Disk, Chocolate Mint, Kreamsicle, Toffee Crunch, Molasses, White Chocolate Raspberry, and Oatmeal Fudge Brownie, Cinnamon Scone, Caramel Apple Bar, Chocolate Banana Muffin, Wheat Snack Bread and Tortilla.

2. The Commercial Module shall consist of:
Chocolate Covered Sports Bar, Hooah Bars: (Apple Cinnamon and Chocolate). The following Candy Items: Toffee Rolls/Chocolate flavored, Toffee Rolls/Walnuts. Pan Coated Candies, Shape A, Flavors: 1, 2, 4, and 6; Shape B, Flavors: 1.

3. The Beverage Base Module shall consist of:
Beverage Base, Type III, Non-Nutr Swt: Lemonade and Raspberry.
Beverage Base, Type II, Nutr, Swt, Fort. D.: Tropical Punch, Lemon-Lime and Orange.
Beverage Base, Carb. Electrolyte: Fruit Punch, Grape, Orange, Lemon-Lime.
Cocoa, Cocoa-Hazelnut, Mocha Cappuccino, French Vanilla Cappuccino, Lemon Tea Mix, Apple Cider, and Creamer.

4. The Spread Module shall consist of: Cheese Spreads: Plain, Jalapeno, and Bacon. Peanut Butter, Chocolate Peanut Butter, Strawberry Jam, Blackberry Jam, Grape Jelly, Apple Jelly, Jalapeno Catsup, BBQ sauce, Picante Sauce, Fat Free Mayonnaise, and Steak Sauce.

D. To determine which award scenario, i.e. GFM or CFM, represents the best value to the Government, the following factors will be evaluated:

Product Quality/PDM's
Price

Product quality, as depicted by the PDM, is significantly more important than price.

E. The Government will evaluate the offers submitted under this solicitation, and determine the best value award(s) selection in accordance with 52.212-2 herein, and hereafter called the "GFM Awards Scenario" for this test. This GFM award scenario will be compared to the comparable CFM Module as follows:

Initial offers under the MRE Assembly solicitation will be evaluated to determine the best value quantity shares of the 2.5 million estimated MRE case quantity, in accordance with the evaluation criteria of that solicitation. The offers evaluated will be for the MRE, to include the CFM that is not subject to this GFM/CFM test.

These best value quantity shares shall be called the "MRE CFM" selections for this test. The "CFM Modules" above will not be included in the evaluation for the MRE CFM selections. After the three MRE CFM selections are determined, the three (3) corresponding Total Prices for each test Module shall be added together to result in the total price, and proportionate product quality, to the Government if all the items in the Module are made CFM. This Total CFM price

and product quality shall be directly compared to the proposed GFM Awards Scenario for the same module items. Hence, the Government will analyze the CFM Bakery module vs. the GFM Bakery Awards Scenario; CFM Spreads vs. GFM Spreads Awards Scenario; CFM Beverage Base vs. GFM Beverage Awards Value Scenario; CFM Commercial vs. GFM Commercial Awards Scenario; and a Total System CFM Vs. MRE CFM plus (+) the four GFM Awards Scenarios. Each Module shall be evaluated independently of each other and may be included in MRE contracts independent of each other.

The following scenario is provided as an example:
MRE Contractor A is determined best value for 50% of the 2.5 million estimated annual case quantity.
MRE Contractor B is determined best value for 30% of the 2.5 million estimated annual case quantity.
MRE Contractor C is determined best value for 20% of the 2.5 million estimated annual case quantity.

The Total Price for the Bakery Module for the 50% price tier for Contractor A plus (+) the Total Price for the Bakery Module for the 30% price tier for Contractor B plus (+) the Total Price for the Bakery Module for the 20% price tier for Contractor C will be summed to result in the Total CFM Price for bakery items. This Total CFM price, and the product quality of the CFM items proposed by the MRE Assemblers, will be compared to the total price and product quality of the Bakery GFM Award Scenarios.

Note: The Total Unit Price of the CFM module shall be the additional price to be added to the MRE CFM unit price, to result in the total contract unit price for the MRE, which will include the GFM/CFM module(s) as CFM.

F. In evaluating the total price for each award approach above,

1. The quantities used to calculate total price for MRE CFM Modules and GFM awards shall be 2.5M MRE cases for all base and option years. The exact quantities of GFM to assemble 2.5M cases of MRE26 configuration shall be used to calculate the GFM total prices.
2. The annual weighted average total prices for MRE and GFM shall be used in the evaluation. As example, if the best value award scenarios for GFM Bakery result in total annual prices for the base year and four option years, respectively, of $10.63M, $10.72M, $10.94M, $11.31M and $11.52M, the evaluated total price for GFM Bakery to be used in para. C above shall be $11.024M.

3. In the above CFM/GFM test scenarios, a cost shall be added to the best value GFM award scenarios, to account for the administrative cost of the Government in purchasing and administering GFM, as follows:
   a. For each individual module, a total of $82,063 shall be added to the GFM total price.
   b. For evaluation of Total System, i.e. all items CFM, a total of $362,855 shall be added to the total of the four (4) GFM award scenarios.

G. The Government will not make actual awards under this and other GFM solicitations until the GFM/CFM test results herein are determined. After the test evaluation has been completed the Contracting Officer will recommend a decision to the Source Selection Authority (SSA) who will make the final decision regarding this test. Based on the GFM decision, GFM solicitations will either be awarded or cancelled at this time. If test results indicate the GFM award(s) for the items in this solicitation is in the best interest of the Government, the Government will make such award(s). If it is determined that CFM is in the best interests of the Government, the Government will cancel this GFM solicitation without making any award.

Note: The Government reserves total discretion to decide on its acquisition strategy i.e. to make the choice between the total systems approach and the current GFM approach, or any variation there of. This decision will take into account both Product Quality and Pricing. This choice lies within the broad discretion of the Contracting Officers and SSA to decide what is in the best interests of the Government. **If the Government cancels this solicitation without making award, the offeror shall not be entitled to any costs incurred in submitting its proposal under this solicitation.**

****
****

****

52.215-9006 Javits-Wagner-O'Day Act Entity Support - Contractor Reporting.

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.

52.217-5 Evaluation of Options. (JUL 1990)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Oct 2004)

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

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.

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 _____.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2005) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions*. As used in this provision:

"Emerging Small Business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the North American Industry Classification System (NAICS) code designated.

"Forced or Indentured Child Labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"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 size standards in this solicitation.

"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 Business Concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"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.

(b) *Taxpayer Identification Number* (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) *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 the Federal government.

(4) *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_____.

(5) *Common Parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small Business Concern*.

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-Owned Small Business Concern*.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-Disabled Veteran-Owned Small Business Concern*.

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small Disadvantaged Business Concern.*

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) *Women-Owned Small Business Concern.*

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: *Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. $100,000.00).*

(6) *Women-Owned Business Concern (other than small business concern).*

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie Bid Priority for Labor Surplus Area Concerns.*

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

_____.

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.*

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]

The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
___50 or fewer	___$1 million or less
___51 - 100	___$1,000,001 - $2 million
___101 - 250	___$2,000,001 - $3.5 million
___251 - 500	___$3,500,001 - $5 million
___501 - 750	___$5,000,001 - $10 million
___751 - 1,000	___$10,000,001-$17 million
___Over 1,000	___Over $17 million

(9) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.*

The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124,104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.*

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture*: _____.]

(10) <u>*HUBZone Small Business Concern*</u>.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) 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.

(d) R*epresentations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance*.

The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*.

The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed $100,000.**)**

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*.

(The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.**)**

(g) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate*.

(The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.**)**

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).*

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ 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 Federal, state or local government 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

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(2) Certification.

(If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(j) *Annual Representations and Certifications.*

(1) Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003) DFARS

(a) *Definitions.*

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

(b) *Evaluation.*

The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and Identification of Country of Origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	**Country of Origin**
_____	_____
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products:

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

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 1995) DFARS

(a) *Definitions.*

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) 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.

(2) 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.

(3) Any contract resulting from this solicitation will include clause 252.247-7023, 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 Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

The following ADDITIONAL PROVISIONS/CLAUSES are set forth in FULL TEXT:

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD Checked

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the

contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

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 address: http://www.dla.mil/j-3/j-336/icps.htm ***OR*** http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm..

PROVISION NUMBER	TITLE	DATE

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)

(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

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

(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. **

** 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 https://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.

(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 paragraphs (b)(1) 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.

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(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 labeling 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 labeled 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).

The following clauses are incorporated in full text:

52.204-6 Data Universal Numbering System (DUNS) Number (June 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number 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 Information Services.
(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
(1) Company name.
(2) Company address.
(3) Company telephone number.
(4) Line of business.
(5) Chief executive officer/key manager.
(6) Date the company was started.
(7) Number of people employed by the company.
(8) Company affiliation.
(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

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 1999)

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.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 215-697-2667/2179 Facsimile 215-697-1492.

52.215-5 Facsimile Proposals (Oct 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
(c) The telephone number of receiving facsimile equipment is: 215-737-9300,9301,9302 or 9303
(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

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

52.252-5 Authorized Deviations in Provisions (Apr 1984)

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

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.

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) 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/0.0/0.2/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.

52.252-2 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 address: http://www.dla.mil/j-3/j-336/icps.htm ***OR*** http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm.

The following clauses/provisions are incorporated by reference:

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

52.211-14	**Notice of Priority Rating for National Defense Use**	**(Sep 1990)**
52.215-1	**Instructions to Offerors- Competitive Acquisition**	**(May 2001)**
52.216-1	**Type of Contract** The Government contemplates award of a Firm-Fixed, Indefinite Quantity contract resulting from this solicitation.	**(Apr 1984)**

52.219-24 Small Disadvantaged Business Participation Program Targets (Jan 1999)
52.232-13 Notice of Progress Payments (Apr 1984)

252.206-7000 Domestic Source Restriction (Dec 1991) DFARS

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005) DFARS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X_ **52.203-3** Gratuites (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ **252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
_X_ **252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
_X_ **252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) 41 U.S.C. 10a-10d, E.O. 10582).
_X_ **252.225-7012** Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
___ **252.225-7014** Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
___ **252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
___ **252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (MAY 2004)
(__Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
___ **252.225-7021** Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
___ **252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C.2779).
___ **252.225-7028** Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
___ **252.225-7036** Buy American Act--Free Trade Agreements--Balance of Payment Program (JAN 2005) (__Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

___ **252.225-7038** Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
___ **252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 [and similar sections in subsequent DoD Appropriations Acts]).
___ **252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).
___ **252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
_X_ **252.232-7003** Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
_X_ **252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
_X_ **252.247-7023** Transportation of Supplies by Sea (MAY 2002) (__Alternate I) (MAR 2000) (__Alternate II) (MAR 2000) (__Alternate III) (MAY 2002) (10 U.S.C. 2631).
_X_ **252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10U.S.C. 2631).
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—

(1) the method of shipment or packing, and
(2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

"Contingency Operation" means a military operation that—

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

"Humanitarian or Peacekeeping Operation" means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

ADDENDUM

The following ADDITIONAL CLAUSES are set forth in FULL TEXT:

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, 700 Robbins Avenue, Philadelphia, PA 19111 in accordance with DSCP Clause 52.246-9P20.

(v) Indicate the applicable contract or order number.

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

(3) Inspection by USDA, GIPSA, Field Management Division: When DD Form 250 (MIRR) is not required, the contractor shall obtain an official USDA inspection or examination certificate, as appropriate. In addition to

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

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

(i) Describe the product.
(ii) Certify compliance with all terms of the contract, except as noted thereon.
(iii) Identify the contract number.
(iv) Identify the production lot number(s).

(d) Distribution of Certificates.

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.

NOTE: If there is any discrepancy between this clause, Reinspection of Nonconforming Supplies (DSCP Clause 52.246-9P15) (Jan 1998), and the Section E clauses entitled "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance", the requirements of "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance" shall take precedence. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

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

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

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

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

(b) When specified, the contractor may also furnish a Certificate of Conformance for certain components/ ingredients or end item characteristics. The contractor 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, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or

which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

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

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

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

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

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

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

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 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: Option 2, paragraph (a), (1), of DSCP Clause 52.246-9P31, is not applicable to this contract, i.e. ( ) (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

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

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

(1) Shipped in interstate commerce,

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

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

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

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

(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.

52.246-9003 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 this contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

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

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

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

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

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

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

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

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

52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (Aug 1996)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (Feb 1999)
(GOVERNMENT SPECIFICATION)

The following 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.

DELIVERIES OR PERFORMANCE

The effective period of this contract is from date of award through 365 days. Delivery is scheduled each month beginning January 15, 2006 through October 15, 2006 for the base year.
The first option delivery period is from the date the option is exercised through 365 days.
The second option period is from the date the option is exercised through 365 days.
The third option period is from the date the option is exercised through 365 days.
The fourth option period is from the date the option is exercised through 365 days.

52.211-16. Variation in Quantity (Apr 1984)

As prescribed in 11.703(a), insert the following clause:

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

½ OF 1% Percent increase.

0 Percent decrease .

The increase will apply to each line of the contract.

52.211-9P11 LOGMARS BAR CODE MARKINGS (JAN 1992) DSCP

In the event all otherwise acceptable offers received from responsible offerors take exception to LOGMARS bar code markings, the government reserves the right to award a contract to the low offeror.

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.

252.246-7000 Material Inspection and Receiving Report.

MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003 <252232.htm>) fulfills the requirement for a material inspection and receiving report (DD Form 250).

"Contractors are required to submit all invoices and Material Inspection and Receiving Reports for this contract by using Wide Area Work Flow (WAWF)."

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

*(a) If processed manually, 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-FTRAC.

(i) 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- FTRAC (Pernell Ricks).

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

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

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

(i) Eight (8) paper copies of the DD 250 are required for the FMS representatives. These copies shall be mailed to the address (es) provided in accordance with DSCP 52.25-9P01, FMS Shipping Instructions; and

(ii) Contractors must ensure that a copy of the DD 250 is placed on the inside and the outside of each package shipped to the freight forwarder.

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

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor-
(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and
(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:
(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.
(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.
(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

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:

Headquarters
Defense Supply Center Philadelphia
700 Robbins Avenue
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.

SPECIAL CONTRACT REQUIREMENTS

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 there under 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.

52.246-9P35 WARRANTY OF SUPPLIES (JAN 1992) 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.

52.249-9000 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.

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

APPLICABLE TO ALL OPERATIONAL RATIONS*

1 DECEMBER 1998

I. Scope and Applicability

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

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

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

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

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

II. Integrated Pest Management (IPM) Program Concepts

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

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.

2. Continuous product and facility inspections to include a pest surveillance program utilizing pheromone surveillance technology.

3. Proper facility design, maintenance, and physical pest exclusion.

4. Proper stock handling and warehousing techniques.

5. Appropriate use of mechanical pest control techniques and trapping strategies.

6. Proper selection and application of pesticides, using those of least toxicity where feasible.

III. IPM Program Required Elements*

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

A. Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in

all adjacent facility areas, even if not directly associated with Government contract operations.

2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.

3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris will be disposed of immediately. Waste receptacles will be kept covered at all times.

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

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

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

7. The facility grounds will be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters will be kept covered at all times.

***NOTE:** A separate Sanitation Program is required as described in "Contractor Sanitation Program - Operational Rations", dated December 1998.

B. Product/Facility Inspections and Pest Surveillance

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

2. Periodic facility walk-through sanitary inspections are encouraged in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

NOTE: The procedures in the following paragraph 3. must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program dated December 1998.

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

a. Pheromone traps will be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures will be periodically changed in accordance with the 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.

3. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations will be of the tamper proof type and secured for safety. Rodenticide use descriptions and labels will be submitted as requested in the above paragraph. The locations of the exterior bait stations will be indicated on the facility maps or layouts. Rodenticides will not be used in processing, assembly, or storage areas.

4. If a requirement exists for the use of toxic rodent tracking powders, a DSCP entomologist will first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.

5. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. The source of the capability and a copy of the subject certification will be provided.

NOTE: Retorted and pouch sealed components, as well as final assembled rations, will not be fumigated unless authorized by a DSCP entomologist.

IV. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to any aspect of an approved 'master' IPM program will be submitted to the Contracting Officer for evaluation by a DSCP entomologist before implementation.

B. A DSCP entomologist will be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic notification through the Contracting Officer is required.

C. Contractors will be notified of unfavorable insect surveillance results, as they are determined. A contractor generated corrective action reply, describing what actions are being taken to correct the unfavorable situation, will be required.

V. Required Attachments/Inclusions

A. Copies of pesticide use logs/service reports for the six (6) month period immediately preceding receipt of the solicitation to which the 'master' IPM program applies will be submitted. Each written request for IPM program renewal will also include use logs or services reports for the previous six (6) months, as well as any program updates or modifications.

B. Copies of current applicator licenses or 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.

SPM300-05-R-7052

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.

NOTE: Updated to include HUBZone and Small Disadvantaged Business Certification Requirements; and Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Classifications.

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN.

SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flowdown clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

Description of Efforts: Describe steps to be taken to ensure equitable opportunities to small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns.

Flowdown Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of $500,000.

Reports: Requirement to submit periodic reports

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your firm to submit.

INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years however separate goals are required for the base year and each option year)); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant or division wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant or division wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan may cover the company's commercial production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

HUBZone: An historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUBZONE SMALL BUSINESS CONCERN: A small business concern that is located in an "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUBZone. Status as a qualified HUBZone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUBZone small business, it will issue a certification to that effect and will add the concern to the List of Qualified HUBZone Small Business Concerns on its Internet site at www.sba.gov\hubzone. The concern must appear on the list to be a HUBZone small business concern. HUBZone certifications will appear in individual firm profiles in SBA's PRO-Net.

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed $750,000 ($250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

DEFINITIONS(cont)

Effective October 1, 1999, a subcontractor claiming SDB status must be certified by the Small Business Administration. SDBs can obtain application information from the SBA at www.sba.gov\sdb. SDBs that receive formal certification are listed in the SBA on-line data base, PRO-Net, at http://pro-net.sba.gov.

WOMAN-OWNED SMALL BUSINESS CONCERN: A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN

(1) A small business concern –

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

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

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

VETERAN-OWNED SMALL BUSINESS CONCERN

A small business concern –

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

(ii) the management and daily operations of which are controlled by one or more veterans.

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SPM300-05-R-7052

SUBCONTRACTING PLAN

Date: _____

CONTRACTOR: _____

ADDRESS: _____

_____

SOLICITATION #: _____

END ITEM/SERVICE _____

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

   _____ Plant/Distribution Site

   _____ Division

2. Commercial Subcontracting Plan

   _____ Plant/Distribution Site

   _____ Division

3. _____Individual Contract Plan Total Contract Dollar Value _____

   Complete the following if submitting a Commercial Subcontracting Plan.

   Company/Division's Fiscal Year

   FROM; _____ TO: _____
   (Month/Year) (Month/Year)

   Total Estimated FY Dollar Value: $ _____

4. In accordance with FAR Clause 52.219-9 – The offeror's subcontracting plan shall include, at a minimum, the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.

2. The suggested format for percentage and dollar goals follows:

	DOLLARS	PERCENT
Total to be Subcontracted	$ _____	_____%
A. To Large Business	$ _____	_____%*
B. To Small Business	$ _____	_____%*
1. To Veteran-Owned SB**	$ _____	_____%*
2. To Service-Disabled Veteran-Owned SB**	$ _____	_____%*
3. To HUBZone SB**	$ _____	_____%*
4. To Disadvantaged SB**	$ _____	_____%*
5. To Women-Owned SB**	$ _____	_____%*

* Divided into Total to be Subcontracted
**Subset of B

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify those supplies and services to be subcontracted to small business by one asterisk (*), veteran-owned small business by two asterisk (**), service-disabled veteran-owned small business by three asterisk (***), HUBZone small business by four asterisk (****), small disadvantaged business by five asterisks (*****) and women owned small business concerns by six asterisks (******).

4. A description of the method used to develop the subcontracting goals in item 2 above.

5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Small Business Administration's Procurement Marketing and Access Network (PRO-Net), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small business, small disadvantaged business and women-owned small business concern trade associations). Information in PRO-Net can be relied upon as an accurate representation of a concern's size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, veteran-owned small business, HUBZone small business, small disadvantaged, and women-owned small business concerns.

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

8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts. (This element shall include, but shall not be limited to, the following:)

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

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

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

   c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women owned business concerns.

   d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUBZone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.

9. Assurances that the offeror (I) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of $500,000 ($1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

10. Assurances that the offeror will (I) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontactors agree to submit Standard Forms 294 and 295.

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

a. Source lists (i.e., PRO-Net), guides, and other data that identify small business, veteran—owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

c. Records on each subcontract solicitation resulting in an award of more than $100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B) Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUBZone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) women-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUBZone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.

e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program's requirements.

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

g. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

a. Establish a subcontracting goal of 5% for small disadvantaged businesses.

b. Identify efforts to provide technical assistance to SDB's.

c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

SIGNATURE: _____
(EXECUTIVE OF COMPANY *)
TYPED NAME: _____
TITLE: _____
COMPANY: _____
DATE: _____

PLAN ACCEPTED BY: _____ DATE: _____
(CONTRACTING OFFICER)

AGENCY: _____

* THE INDIVIDUAL SIGNING THE PLAN SHOULD BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT $_____

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE. _____