

**VARIOUS POLYMERIC TRAYPACK ACQUISITION**

**SOLICITATION SPM300-05-R-7000**

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**CAUTION NOTICE**  
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1. This solicitation is for the acquisition of various polymeric traypack items, to be used as the critical components of the Services UGR-Heat and Serve Ration. The polymeric traypack container has been approved to replace the metal traypack container.
  2. This is an Unrestricted, negotiated procurement utilizing the Best Value Trade-Off Process between price and non-price factors. Proposals must be prepared and submitted in two volumes: a Technical Proposal and a Business Proposal. Award will be based on factors other than cost or price alone. Instructions for preparing proposals are contained at Clause 56.212-1. Evaluation factors for award are contained in provision 52.212-2. Offerors are cautioned to take extreme care when preparing proposals for this solicitation. All terms and conditions should be reviewed carefully.
  3. This solicitation is for a base period of 1 year with four (4)--1 year option periods. Failure to indicate acceptance of the option by annotating the offeror's dollar value for these twelve items listed in Section "B, Supplies or Services, may be deemed as non-acceptance of the option and could result in rejection of the offeror's entire proposal.
  4. Offerors are cautioned to include a completed copy of the provision 52.213-3, Offeror Representations and Certifications-Commercial Items, with their offer.
  5. Proposals submitted are considered proprietary and/or competition sensitive in nature. Use of the information provided on the proposals is for evaluation purposes only and will be limited to duly accredited officials of the Department of Defense who are subject to penalties for unlawful disclosure.
  6. This solicitation contains a 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 Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) WEBSITE AT [HTTP://dscp362.dscp.dla.mil/spiders/home.htm](http://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 (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. Offerors are also required to complete and return with their offers, the Industrial Capability Questionnaire. Please contact Mr. Carmen Viola at 215-737-4517 if you have any concerns or questions.
  7. For more information, or to have the "Proposed Price" and "EPA Factor" Excel Spreadsheets emailed to you, please contact Noreen Killian, Acquisition Specialist at (215)737-7718; Carol DePrisco, Acquisition Specialist at (215) 737-3833; or Lois Dyduck, Contracting Officer at (215)737-3834.
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## **NOTICE TO PROSPECTIVE OFFERORS**

To Our Vendors:

The following is important information regarding items that DLA may have purchased from you in the past.

DLA DIBBS is the web site used for posting solicitations on items that have migrated to BSM. The system is a web-based application that provides the capability to search for, view, and submit secure quotes on RFQs for BSM items.

The DLA DIBBS system also allows users to search and view Request For Proposals (RFPs) and Invitations For Bid (IFBs), awards, award modifications and other procurement-related information. For RFPs, you will continue to submit hard copy proposals.

This new system is a separate and distinct application from the current DSCC Internet Bid Board System and the Procurement Gateway. Information is not shared nor transferred from one system to the other.

In order to receive email notification of quoting opportunities and to submit quotes, you will need to register at the DLA DIBBS web site <https://www.dibbs.bsm.dla.mil>. Registration instructions and related information are available on the DLA DIBBS Home Page.

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - - SF 1449  
(CONTINUED)**

**Page 1, continued**

**1. Block 8 (continued)**

Offer Due Date/Local Time: **June 24<sup>th</sup>, 2005 / 3:00 PM EST**

**2. Block 9 (continued)**

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

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

**Note:** All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the Business Opportunities Office specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in **Block 8 of the Standard Form 1449.**

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

**3. Block 17a: Offeror's assigned DUNS Number:** \_\_\_\_\_.  
(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

**4. Block 17b: Remittance Address:** (if different from Contractor/Offeror address in block 17a.)

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - - SF 1449  
CONTINUED**

**I. SCHEDULE OF SUPPLIES, SERVICES AND PRICES (BLOCKS 19-24)**

**GENERAL INFORMATION**

- A. Objective – It is the intention of the Government to enter into multiple indefinite quantity contracts (IQCs) to supply the following polymeric traypack component items, and to establish an industrial base that is sufficient to satisfy the Government's requirements for these items in the event of a national crisis or mobilization.
- B. 52.217-9P16 Effective Period of Contract

The effective period of the contract is as follows:

Base Year: Date of award through 28 Feb 2007  
Option Year 1: 1 Mar 2007 thru 28 Feb 2008  
Option Year 2: 1 Mar 2008 thru 28 Feb 2009  
Option Year 3: 1 Mar 2009 thru 28 Feb 2010  
Option Year 4: 1 Mar 2010 thru 28 Feb 2011

See contract clauses 52.216-18, Ordering and 52.216-22, Indefinite Quantity for ordering and delivery periods.

**C. MINIMUM/MAXIMUM QUANTITIES**

The quantities shown in the schedule represent the quantities estimated to be ordered for each destination over the Base Year, and each Option period. .

The contract minimum for the Base Year and each Option period, shall be 95% of the total contract estimated quantity awarded. The government is only obligated to purchase the minimum quantity.

The maximum quantity for the Base Year and each Option period, shall be 200% of the total estimated quantity awarded for the Base Year and each Option period.

(Also See Clause 52.216-22 – Indefinite Quantity).

**SUPPLIES OR SERVICES AND PRICES**  
**BASE YEAR**

**NOTE:** Line Items with an estimated quantity of zero are included for purposes of representing the unit price for that particular item for that particular destination in the event the Government issues delivery order(s) for those items for that destination. The Government reserves the right to order such items during the contract periods at the proposed and accepted prices herein and in accordance with Clause 52.216-9P06, Delivery Order Limitations.

**\*\*PLEASE COMPLETE ATTACHMENT 1 (Excel Spreadsheet), ENTERING PRICE QUOTES IN THE HIGHLIGHTED BLOCKS\*\***

**\*\*\*This Spreadsheet can be emailed to you at your request and submitted back to DSCP on a floppy disk\*\*\***

**BASE YEAR SUMMARY**

The effective period of the base years is from Date of Award through 28 Feb 2007.

**Total Estimated Quantity 480,000 Trays**

**Total Minimum Quantity 384,000 Trays**

**Total Maximum Quantity 960,000 Trays**

**OPTION YEAR 1 SUMMARY**

The effective period of Option Year 1 is from 1 March 2007 through 28 Feb 2008.

**Total Estimated Quantity 480,000 Trays**

**Total Minimum Quantity 384,000 Trays**

**Total Maximum Quantity 960,000 Trays**

**OPTION YEAR 2 SUMMARY**

The effective period of Option Year 2 is from 1 March 2008 through 28 Feb 2009.

**Total Estimated Quantity 480,000 Trays**

**Total Minimum Quantity 384,000 Trays**

**Total Maximum Quantity 960,000 Trays**

**OPTION YEAR 3 SUMMARY**

The effective period of Option Year 3 is from 1 March 2009 through 28 Feb 2010.

**Total Estimated Quantity 480,000 Trays**

**Total Minimum Quantity 384,000 Trays**

**Total Maximum Quantity 960,000 Trays**

**OPTION YEAR 4 SUMMARY**

The effective period of Option Year 4 is from 1 March 2010 through 28 Feb 2011.

**Total Estimated Quantity 480,000 Trays**

**Total Minimum Quantity 384,000 Trays**

**Total Maximum Quantity 960,000 Trays**

**I. SCHEDULE OF SUPPLIES, SERVICES AND PRICES (CONT'D.)**

**D. ECONOMIC PRICE ADJUSTMENT**

**52.216-9P17 ECONOMIC PRICE ADJUSTMENTS-ESTABLISHED  
MARKET PRICE (JUNE 1995) ALTERNATE II (FEB 1999) DSCP (revised in  
Italics)**

(a) The Contractor warrants that the unit prices 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 the EPA factors subject to price adjustments under this clause, and the economic indicators and publications to be used are listed on attachment 1 of this clause.

(1) The base unit prices for the purpose of the adjustment calculations under this clause shall be the arithmetic average of the weekly or monthly prices for the economic indicators for the period specified under the Base Unit Price column of attachment 1 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 prices shall be the arithmetic average of the weekly or monthly prices for the economic indicators for the period specified under the Adjusting Unit Price column of attachment 1 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), except linerboard which will be adjusted on a semi-annual basis.

(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" represents the cost of each item 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 four decimal places)

- (1) Compute the Adjusting Unit Price and the Base Unit Price
- (2)  $\text{Adjusting Unit Price} - \text{Base Unit Price} / \text{Base Unit Price} = \text{Market Price Change (+ or -)}$
- (3)  $\text{Market Price Change} \times \text{Allowance Factor} = \text{Price Adjustment (+ or -)}$

(4) Determine the Contract Unit Price Adjustment by computing the sum total of the price Adjustment of all items subject to EPA.

(5) The original option unit price(s) for each option will be the sum of the firm fixed price portion 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.

**Note:** See and complete clause 52.217-9001 to provide the “firm fixed portion” and the “portion subject to EPA” for each item.

- (f) Price adjustments pursuant to this clause shall be made by contract modification showing the calculations used to derive the adjusted contract unit price.
- (g) Payment on this contract shall be at the current 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.
- (j) The total increase in any contract unit price shall not exceed 10% per annum of the original option unit prices agreed to at time of award. 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 clauses 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.
- (m) In the event any market price indicator is not published for any week(s), that week will not be included in calculating the base unit price or the adjusting unit price as applicable. For instance if within a 52 week period an indicator is not published 4 times, the average of the 48 published prices only will be calculated. When a range of prices is provided, for the purposes of the calculations the arithmetic average of the high and low number will be calculated to determine the indicator for that period.

**52.214-9001 SCHEDULE - FIRM FIXED PRICE & FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT (JULY 1996) – DLAD**

For the following items, the base unit price (before any economic price adjustment (EPA), is comprised of two portions:

- (1) a portion subject to adjustment under the EPA clause of this contract, plus
- (2) the (remaining) firm fixed price portion (for which separate pricing is permitted for option periods) pursuant to the clause of this contract entitled, "Option to extend the Term of the Contract – Separate Firm fixed Price & Fixed Price with Economic Price Adjustment Portions".

**IAW Clause 52.216-9P17, the Allowance Factors for each of the awarded items and the publications that will be used to determine the price adjustments are as follows:**

Item TRAY PACK	EPA FACTOR	ECONOMIC INDICATOR	Publication	Publication	Publisher	Unit Price	Unit Price
Beef, ground, Creamed	Beef	Boneless process Beef, trimmings, Wtd avg. 85% BPN U24	Weekly National Carlot Meat Report	Weekly	USDA	52 week period	52 week period
Turkey Cutlets In gravy	Turkey	Breasts, B/S, TOM, National Young Turkey Parts & Bulk Meat, Wtd. Avg. Price	USDA Turkey Market News Report (Monday Edition)	Weekly	USDA	52-week period	52-week period
Ham Slices Potatoes w/cheese & ham	Ham	Ham bone-in, trimmed, 23-27#m spec 1	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Pork diced in sweet & sour	Pork	Picnics, fresh, Smkr trm,RS, Combo, wtd avg, BPN U50	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Chili Macaroni w/beef, corn and beans	Beef	Boneless process Beef, trimmings, Wtd avg. 85% BPN U24	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Corned Beef hash	Beef	IMPS 167A, round, knuckle, trimmed, wtd av BPNU12	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Turkey Sausage Links	Turkey	Breasts, B/S, TOM, National Young Turkey Parts & Bulk Meat, Wtd. Avg. Price	USDA Turkey Market News Report (Monday Edition)	Weekly	USDA	52-week period	52-week period
Meatballs in gravy	Beef	Boneless process Beef, trimmings, Wtd avg. 85% BPN U24	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period

<b>TRAY PACK ITEM</b>	<b>EPA FACTOR</b>	<b>ECONOMIC INDICATOR</b>	<b>Publication</b>	<b>Publication</b>	<b>Publisher</b>	<b>Unit Price</b>	<b>Unit Price</b>
Spaghetti w/meatballs	Beef	Boneless process Beef, trimmings, Wtd avg. 85% BPN U24	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Chicken breasts In gravy	Chicken Breast	Breasts, Georgia FOB.	USDA Broiler Market News Report (Monday Edition)	Weekly	USDA	52-week period	52-week period
Chicken breast in lemon pepper sauce	Chicken Breast	Breasts, Georgia FOB.	USDA Broiler Market News Report (Monday Edition)	Weekly	USDA	52-week period	52-week period
Chicken, Buffalo Style in spicy sauce	Chicken	Heavy Type Hens, S.E. Heavy Live Hen Report, At Farm Buyer Loading, Wtd. Avg	USDA Broiler Market News Report (Monday Edition)	Weekly	USDA	52-week period	52-week period
Stuffing w/sausage	Pork	Picnics, fresh, Smkr trm,RS, Combo, wtd avg, BPN U50	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Pork sausage Links	Pork	Picnics, fresh, Smkr trm,RS,wtd avg, Combo, BPN U50	Weekly National carlot meat report	Weekly	USDA	52-week period	52-week period
Pork ribs in bbq sauce	Pork	Picnic cushion Meat, combo 92%, fresh or frozen	Weekly National carlot meat report	Weekly	USDA	52-week period	52-week period
Pork sausage in Cream gravy	Pork	Picnics, fresh, Smkr trm,RS, Combo, wtd avg, BPN U50	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Pasta w/ground hot Italian sausage	Pork	Picnics, fresh, Smkr trm,RS, Combo, wtd avg, BPN U50	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Beef taco filling	Beef	IMPS 167A round knuckle, trimmed, wtd avg BPN U12	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Blueberry dessert	Blueberries	Frozen, 30 lb f.o.b. Michigan	The Food Institute Report Monthly Price Range	Monthly		12 month period	12 month period
Beef Burgundy	Beef	IMPS 167A round knuckle, trimmed, wtd avg BPN U12	Weekly National Carlot Meat Report	Weekly	USDA	52-week period	52-week period
Chicken in Szechwan Style Sauce	Chicken Breast	Breasts, Georgia FOB.	USDA Broiler Market News Report (Monday Edition)	Weekly	USDA	52-week period	52-week period
Eggs Scrambled, Plain	Eggs	Frozen, Whole Eastern Region	USDA Egg Market News Report	Weekly	USDA	52-week period	52-week period

**\*\*PLEASE COMPLETE ATTACHMENT 2 (Excel Spreadsheet), ENTERING PRICE BREAKDOWNS SUBJECT TO EPA\*\***

**\*\*\*This Spreadsheet can be emailed to you at your request and submitted back to DSCP on a floppy disk\*\*\***

**II. FIRST ARTICLES**

**A. FIRST ARTICLE PROCEDURES**

1. First article samples are required for each item awarded. The contractor shall produce the product on the equipment and in the facilities that will be used during production of the contract. Samples of first article production, for examination and testing, will be randomly selected by the USDA employee in the quantity required by the quality assurance provisions of the item specification. In addition, the USDA employee will randomly select and hold **32** samples for use by USDA and **12** more samples for use by Natick. Once the USDA passes the lot for all examination and test requirements as specified in the item specification, the set of 12 samples will be forwarded to Natick with the USDA documented inspection and analytical results, at the contractor's expense, for evaluation of overall appearance and palatability. Should the contractor at any time plan to, or actually produce the product using different raw material or process methodologies from the approved first article, which result in a product non comparable to the approved first articles, the contractor may arrange for a new or additional first article sample approval. Any resubmission of first article samples shall be in accordance with the above however, the contractor shall be charged for such resubmission. The charge to the contractor for resubmission and evaluation of new or additional first articles shall be \$900.00. In any event, all product produced under this contract must meet all requirements of the specification including first article comparison.

2. Initial First Articles shall be delivered in accordance with the Contractor's accepted milestones of its Technical Proposal. Subsequent First Articles, which may be required as a result of addition of new items to the contract, will be required within 45 days of such contract modification, in accordance with the terms and conditions of paragraph A above.

3. Within 15 days of Natick's receipt of the First Article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the First Article.

4. If the First Article is disapproved, the Contractor, upon Government approval, shall submit a new First Article for evaluation, in accordance with all terms and conditions of this Section II. All costs related to evaluation of new First Articles (\$900.00) shall be borne by the contractor.

5. Failure to make timely delivery of an acceptable First Article shall be deemed a failure to make delivery within the meaning of the Default clause of this contract.

6. The contractor shall assure that First Articles are timely delivered to:

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

7. If the Government does not provide timely notification to the Contractor in accordance with paragraph 2 above, the line item delivery date will be extended by the number of days equal to the Government delay.

8. Before First Article approval, the acquisition of materials or the commencement of production under the contract shall be at the sole risk of the contractor, and these costs shall not be allocable to the contract if the contract is terminated for the convenience of the Government.

9. Natick's acceptance of the First Article samples does not constitute the sample as meeting the other requirements of the contract, nor does the recommendation of acceptance provide for the acceptance of any defects or defectives that could be present in any of the unevaluated, un-inspected reserve First Article samples. Acceptance and approval of First Article samples and the remaining First Article production lot is based on the premise of production homogeneity. Should a reserve First Article sample be opened and the sample exhibits a defect, defects or be defective in accordance with the product defect table of examination, that sample unit is to be discarded since it would not have been determined acceptable as a First Article standard if that actual sample would have been previously inspected and evaluated during the First Article approval process.

**B. Conditional First Articles: Request for Waiver for a First Article Sample**

The Contractor may request a waiver (RFW) to submit samples for First Article evaluation from a production lot that does not conform with all contract requirements/specifications, based on the Contractor's premise, and assumption of all risk, that the nonconformance(s) can be corrected without a change in the product's organoleptic qualities. A decision by the Government to not accept any such RFW shall not reduce the Contractor's requirement to submit a timely, approved First Article. Any such RFW shall be submitted by the Contractor with the following information and Contractor's agreement to the following conditions and assumption of all risk:

First Article production lot \_\_\_\_\_ conforms to all end item specification requirements except for the following (describe the nonconformance in detail):

<u>Specification Cite</u>	<u>Specification Requirement</u>	<u>Product Detail</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The contractor's request to submit samples from this production lot for First Article evaluation is based on the Contractor's premise that the above nonconformance can be corrected without a change in the product's organoleptic qualities, and may be approved based on the Contractor's agreement to the following conditions:

1. If the subject lot is approved as a production standard for organoleptic characteristics only, the subject lot will hereafter be referred to as the "Conditional First Article." The Contractor may commence contract production, and the Contractor will replace the USDA Conditional First Article samples with product from the first production lot that conforms to all end-item requirements, including comparability to the Conditional First Article. These replacement samples will be the remaining contract First Article, with replenishment as authorized under the contract. Any request by the

Contractor to ship the Conditional First Article for Government acceptance must be submitted via a request for waiver.

2. If a future production lot meets all end-item requirements, except for organoleptic comparability to the Conditional First Article, the production lot will be considered nonconforming. In that event, acceptance of the production lot will require its submission and approval as an Alternate First Article, or Request for Waiver. The contractor will be charged \$900 for evaluation of Alternate First Articles samples or Request for Waiver.

### **C. Limited Production First Articles:**

1. Contractor may request to produce First articles on a limited basis in which case, the batch size of the first article run will be significantly smaller than the regular full size first article. This may be warranted due to urgency in the submittal of first article, limited availability of the raw materials, etc. Approval to produce and submit Limited Production First Article(s) must be authorized by the Contracting Officer.

2. Limited production first articles will be produced to conform to all specification and contractual requirements except for quantities. Contractor shall produce, at a minimum, in a quantity which would include 4 trays for submittal to USDA, 4 trays to Natick, quantity required for contractor's analyticals and end item examination and USDA's analyticals and end item examination only if the contractor does not have a reliable test system) and a minimum of 4 trays for contractor's reserve for contractor's comparative evaluation of the first conforming production lot to be offered to USDA for replenishment of the first articles as required in the normal contract quantity requirement.

3. Limited production first articles shall meet all other requirements of the First Article requirements of the contract.

4. Upon approval as limited production first articles by Natick, contractor will commence production and the first articles will be replenished by USDA from the first fully conforming production lot in accordance with all of the contractual requirements for first articles.

### **D. Replenishment of First Articles**

1. Every 6 months or sooner if needed to preclude depletion of First Articles, the USDA employee will replenish the USDA supply of First Articles with 32 samples randomly selected from a lot accepted by the Government for all contractual requirements.

2. Every 12 months, the USDA employee will replenish the Natick supply of First Articles with 12 samples randomly selected from a lot accepted by the Government for all contractual requirements. The Contractor shall be responsible for shipping the samples to Natick.

### **E. Use of Approved First Articles for comparative evaluation by Contractor and USDA.**

Contractor and USDA shall use the samples from the same approved first article and/or replenished first article lot/s of the respective items in evaluating the production lots. Contractor and USDA shall adhere to the requirements cited above in approval, replenishment and distribution of the first article and replenishment samples.

**F. 52.209-9P02 WAIVER OF FIRST ARTICLE APPROVAL (JAN 1992)  
DSCP(REVISED)**

(a) Offerors who consider themselves eligible for waiver of the first article approval requirement are requested to submit below information identifying the contract number(s) under which identical or similar supplies were previously furnished by them and accepted by the government, and identifying the quantity of residual, conforming samples available for First Article comparability use on the resulting contract.

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

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

<u>Item Number</u>	<u>Price(s) If First Article Approval Requirement is Waiver</u>
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## **PERIODIC REVIEW SAMPLES**

Review samples are required for all tray pack items: the following are the requirements and distribution of samples: The USDA Inspector Shall randomly select four samples of each item produced during each month of tray pack production. These samples shall be designated as monthly review samples. The USDA Inspector will provide these samples to the Contractor's representative, who will ship them monthly to the following addresses at the contractor's expense:

Two samples of all items to:

Head, DCIS

USDA, AMS, FV, PPB

ROOM 0726, South Building

14<sup>th</sup> and Independence Avenue, SW

Washington, DC 20250

and

Two samples of all items to:

US ARMY NATICK RD & E CENTER

15 KANSAS STREET

ATTN: SATNC-WRE

NATICK, MA 01760-5018

## **III. OPTIONS**

This acquisition contains four (4) 1-year option periods. 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.

Failure to indicate offer of the option by annotating the offeror's option prices in the Schedule 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, however, option prices may only differ based on expected cost differences for factors other than the materials or factors subject to an economic price adjustment. Option prices shall not include any contingent cost increases for any material subject to an EPA.

### **52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (JUL 1998) DSCP**

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

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

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

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

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

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

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract-- Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

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

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

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

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

### **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.

### **52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984) (REVISED)**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or 5 percent below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 95 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an

extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

#### IV. SURGE OPTION PROVISIONS

##### A. Surge

The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements, and to sustain an increased pace throughout the contingency are critical to the execution of U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical military operational requirements. Because of DLA's unique role, surge capability is a primary consideration in all acquisitions. All DLA contractors are accountable for meeting surge requirements, ensuring surge capability actually exists and validating surge capability through surge testing.

The DLA defines surge as the ability of the industrial base to meet accelerated delivery requirements, with existing industrial base capabilities, across a broad spectrum of possible contingencies. This includes both the capability to ramp-up quickly to meet early requirements, as well as to sustain an increased pace throughout the contingency(s). The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. The various contingencies are as follows:

**Joint Chiefs of Staff (JCS) Logistics Exercises** – The contractor must have the ability to support short term surges in demands, which may increase two times the estimated demand. There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. An example of a surge situation would be an increase in military feeding of 200% over peacetime demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur.

**Military Operations** – The contractor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice. An example of a military operation would be US peacekeeping missions and Bosnia support. For this type of scenario, the capability to ramp-up quickly to meet early requirements, as well as sustainment for an extended period of time is essential.

**Mobilization** - A full-scale military mobilization or a national emergency could increase UGR H & S requirements to **75.9M** traypacks over an **eight month** period. Normal mobilization strategies provide lead times of at least 30 days to build to the necessary support level. The contractor must have the ability to support this increased level of supply for an extended period of time.

All contractors that support Operational Rations supply contracts are required to complete the current planning document for mobilization planning purposes online at the Defense Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) website at: <http://dscp362.dscp.dla.mil/spiders/home.htm>. Please note the discussion of Production Groups for the different traypack items found at the end of this clause. The government reserves the right to verify production data submitted. This will require government personnel to have access to production records and manufacturing facilities.

**C. 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. **The contract Production/Delivery Surge Plan can be found at the end of this clause.**

(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.



**Production Group Categories**

<b>Production Group 1</b>	<b>Production Group 2</b>	<b>Production Group 3</b>	<b>Production Group 4</b>	<b>Production Group 5</b>
Chicken Breast in Gravy	Ham Slices	Red Beans w/Rice	Apple Dessert	Blueberry Dessert
Mashed Potatoes w/Gravy		Chicken in Szechwan Sauce	Chili Macaroni w/Beef, Corn and Beans	Creamed Ground Beef
Pork Sausage Links		Chili w/ Beans	Corned Beef Hash	White Rice
Spaghetti w/Meatballs		Chicken and Dumplings	Rice Pilaf	Cherry Dessert
Meatballs in Brown Gravy		Spaghetti Pizza Bake	Potatoes w/Cheese & Ham	Pork Sausage in Creamed Gravy
Turkey Cutlets in Gravy		Cornbread Stuffing w/Sausage		Beef Burgundy
Beef Taco Filling		Diced Pork in Sweet & Sour		Macaroni and Cheese
Pasta w/Ground Italian Sausage				Eggs, Scrambled, Plain
Pork Ribs in BBQ Sauce				
Chicken Breast in Lemon Pepper				
Chicken w/Buffalo Sauce				
Turkey Sausage Links				

The Government will issue delivery orders based on weighted averages of the Production Group items ordered as follows:

<u>Group</u>	<u>Mthly Qty</u>	<u># of Group Items Ordered</u>
G1	x1	n1
G2	x2	n2
G3, etc	x3	n3

$$\text{Monthly Order Qty} = n1/n (x1) + n2/n (x2) + n3/n (x3) + n4/n (x4) + n5/n (x5)$$

“n” = total # of items ordered each month

## V. ITEM DESCRIPTION

A. The following item descriptions include the item specifications for this acquisition.

- 8940-01-455-1876 Apple Dessert, Shelf Stable, apple slices, cooked in a spicy sauce, 6 lb 2 oz (2.78 kg) net wt, polymeric tray, PCR-A-003
- 8940-01-519-0200 Beans, Red, w/Rice, Shelf Stable, cooked, 5 lb 10 oz net wt, polymeric tray, PCR-R-009
- 8940-01-455-1872 Blueberry Dessert, Shelf Stable, blueberries cooked in sauce, 6 lb 2 oz (2.78 kg) net wt, polymeric tray, PCR-B-036
- 8940-01-455-1870 Cherry Dessert, Shelf Stable, pitted red tart cherries cooked in sauce, 6 lb 2 oz (2.78 kg) net wt, polymeric tray, PCR-C-047
- 8940-01-503-0720 Chicken and Dumplings in Gravy, Shelf Stable, cooked, 6 lb 10 oz (3.005 kg) net wt, polymeric tray, PCR-C-051
- 8940-01-445-5737 Chicken Breast in Gravy, Shelf Stable, cooked, not less than 18 intact breast halves, w/o skin, 5 lb. 5 oz. net wt, polymeric tray, PCR-C-032
- 8940-01-517-9869 Chicken, Buffalo Style, In Spicy Sauce, Shelf Stable, cooked, 5 lb 12 oz net wt, polymeric tray, PCR-B-039
- 8940-01-517-9875 Chicken Breast in Lemon Pepper Sauce, Shelf Stable, cooked, 5 lb 13 oz net wt, polymeric tray, PCR-L-004
- 8940-01-470-3190 Chili with Beans, Shelf Stable, cooked, 6 lb (2.72 kg) net wt, polymeric tray, PCR-C-034A
- 8940-01-455-4609 Cream Gravy with Ground Beef, Shelf Stable, cooked, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, PCR-C-040
- 8940-01-455-3548 Hash, Corned Beef, Shelf Stable, cooked, 5 lb 6 oz (2.44 kg) net wt, polymeric tray, PCR-H-005
- 8940-01-518-9544 Macaroni and Cheese, Shelf Stable, cooked, 5 lb 1 oz net wt, polymeric tray, PCR-M-012
- 8940-01-504-4258 Mashed Potatoes w/Chicken Gravy, Shelf Stable, 5 lb 6 oz net wt, polymeric tray, PCR-M-010
- 8940-01-455-1873 Meatballs in Brown Gravy, Shelf Stable, cooked, 5 lb 14 oz (2.66 kg) net wt, polymeric tray, PCR-M-005

- 8940-01-517-9823 Pasta w/Ground Hot Italian Sausage, Shelf Stable, cooked, 5 lb 15 oz net wt, polymeric tray, PCR-P-041
- 8940-01-455-1882 Pork Ribs, In Barbeque Sauce, Shelf Stable, cooked, 5 lb 6 oz net wt, polymeric tray, PCR-P-019
- 8940-01-470-3204 Pork Sausage in Cream Gravy, Shelf Stable, cooked, 5 lb 9 oz (2.64 kg) net wt, polymeric tray, PCR –P-014A
- 8905-01-455-3547 Pork Sausage Links in Brine, Shelf Stable, cooked, 5lb 8 oz (2.49 kg) net wt, polymeric tray, PCR-P-015
- 8940-01-504-4246 Pork, Diced in Sweet and Sour Sauce, Shelf Stable, cooked, 6 lb 10 oz (3.01 kg) net wt, polymeric tray, PCR-P-032
- 8940-01-518-9217 Potatoes w/Cheese and Ham, Shelf Stable, cooked, 5 lb 14 oz net wt, polymeric tray, PCR-C-060
- 8920-01-445-5736 Rice, White, Shelf Stable, cooked, long grain, 5 lb 8 oz (2.494 kg) net wt, polymeric tray, PCR-R-004, Type I
- 8940-01-455-1880 Spaghetti with Meatballs in Sauce, Shelf Stable, cooked, 5 lb 11 oz (2.58 kg) net wt, polymeric tray, PCR-S-012
- 8940-01-518-9207 Spaghetti Pizza Bake, Shelf Stable, cooked, 5 lb 15 oz net wt, polymeric tray, PCR-S-015
- 8920-01-517-9881 Stuffing, Cornbread, w/Sausage, Shelf Stable, cooked, 5lb 5 oz net wt, polymeric tray, PCR-C-056
- 8940-01-504-4273 Turkey Sausage Links, Shelf Stable, 5 lb 10 oz (2.55 kg) net wt, polymeric tray PCR-T006
- 8940-01-470-3097 Eggs, Scrambled, Plain, Shelf Stable, Cooked, 6 lb. 6 oz. (2.99 kg) net wt, polymeric tray, PCR-E-005
- 8905-01-446-0215 Ham Slices in Brine, Shelf Stable, Cooked, 5 lb. 10 oz. (2.55 kg) net wt, polymeric tray
- 8940-01-527-5894 Chicken in Szechwan Style Sauce, Shelf Stable, Cooked, 5 lb 14 oz net wt, Polymeric Tray, PCR-C-065
- 8920-01-526-4909 Rice Pilaf, Shelf Stable, Cooked, 5.5 lb net wt, Polymeric Tray, PCR-R-004, Type II
- 8940-01-529-6637 Beef Taco Filling, Shelf Stable, Cooked, 5 lb 12 oz net wt, polymeric tray PCR-B-045

- 8940-01-529-6635 Beef Burgundy, Shelf Stable, Cooked, 5 lb 12 oz net wt, polymeric tray PCR-B-044
- 8940-01-529-6641 Turkey Cutlets in Gravy, Shelf Stable, Marinated, Cooked, Min.10 intact cutlets, 5 lb 11 oz net wt, polymeric tray, PCR-T-009
- 8940-01-529-6844 Chili Macaroni, Mexican Style, W/Corn and Beans, Shelf Stable, Cooked 5 lb 15 oz net wt, polymeric tray, PCR-M-014

**B. AVAILABILITY OF PURCHASE DESCRIPTIONS AND OTHER SPECIFICATIONS**

(a) Copies of the Contractor Technical Requirements (CTR) and Performance Based Contract Requirements (PCR) cited in this solicitation may be obtained upon request from:

Defense Logistics Agency  
Defense Supply Center Philadelphia  
Mr. Larry Charya, Food Technologist  
ATTN: DSCP-FTRUT  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

Telephone: (215-737-3832)  
e-mail: lcharya@dscp.dla.mil

**VI. INSPECTION AND ACCEPTANCE**

**Note:** For the purposes of Inspection/Acceptance and Shipment/Delivery, a manufacturer's "lot" shall be considered no greater than a single shift's production.

**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/State/Zip: \_\_\_\_\_

**A.** FAR Clause 52.246-2 is applicable to this solicitation/contract, as is the following General Inspection Provision:

## **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 contractor to comply with such specifications.

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

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

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

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

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

### (b) Standby Test Samples.

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

### (c) USDA and USDC Certificates.

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

- (i) Contain the following statement in the grade section of the certificate:
    - (a) Supplies listed hereon conform to all quality requirements of the contract.
    - (b) Container condition meets all requirements of the contract.
    - (c) Visual examination indicates conformance to packaging, packing, unitization, labeling and marking requirements of the contract.
  - (ii) Indicate that supplies shipped are those inspected. This may be satisfied by means of one of the following:
    - (a) Each primary container must be embossed, stamped or stenciled with a code mark prior to inspection, which corresponds with the code marks listed on the USDA grade certificate.
    - (b) The USDA grade certificate bears a statement that all of the shipping containers comprising the inspection lot have been stamped with the official USDA stamp impression.
    - (c) The USDA certificate of loading, if issued, bears a cross-reference to the applicable USDA inspection document.
  - (iii) Indicate that the contractor has furnished a certificate of conformance for packaging, packing, labeling, marking and unitization materials.
  - (iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 700 Robbins Avenue, Philadelphia, PA 19111 in accordance with DSCP clause 52.246-9P20.
  - (v) Indicate the applicable contract or order number.
- (2) Inspection by USDA, AMS, Livestock, Meat, Grain and Seed Division: For all shipments, whether DD Form 250 (MIRR) is required or not, the contractor shall obtain a USDA agricultural products acceptance certificate (Form LS 5-3), which shall contain the information specified in paragraph (c)(1). The contractor shall also include the applicable lot number(s).
- (3) Inspection by USDA, GIPSA, Field Management Division: When DD Form 250 (MIRR) is not required, the contractor shall obtain an official USDA inspection or examination certificate, as appropriate. In addition to the entries required by the GIPSA, the certificate shall contain the following certification: "Supplies listed hereon conform to all quality and condition requirements of the contract."
- (d) Distribution of Certificates.
- Copying machine duplicates of USDC certificates and USDA certificates other than USDA Form LS 5-3 are not acceptable. Copying machine duplicates of USDA Form LS 5-3 are acceptable only as provided in paragraph (2) and (3) below. Copying machine duplicates of the original signed DD Form 250 are acceptable. In addition to the prohibited use of copying machine duplicates, USDC certificates must also be embossed with the official seal of the USDC. The contractor shall distribute certificates as follows:
- (1) When DD Form 250 (MIRR) signed by the inspector is provided, a copy of the USDA/USDC inspection certificate need not be furnished to the designated paying office.
- (Exception: When the contract or specification provides for acceptance of product with a price adjustment to the contractor" invoice, e.g., excess fat in ground beef, the original signed USDA/USDC inspection certificate must be attached to the top of the commercial invoice which is submitted to the designated paying office.)
- (2) When DD Form 250 (MIRR) is not required, the original signed USDC inspection certificate or USDA inspection certificate other than USDA Form LS 5-3 must be attached to the top of the commercial invoice, which is submitted to the designated paying office. When the services of the USDA, AMS, Livestock, Meat, Grain and Seed Division are employed, the original signed USDA Form LS 5-3 or a copying machine duplicate of the original form LS 5-3 with an original signature must be attached to the top of the commercial invoice which is submitted to the designated paying office.

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

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

(e) Lot Identification.

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

(f) Particular Inspection Requirements.

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

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

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

(g) Origin Inspection shall be contractor paid USDA, AMS, FV, PPB inspection in accordance with DSCP Clause 52.246-9P09.

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

### **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)

(g) 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 under:

\_\_\_\_\_  
(Contract Number)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed 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)

\_\_\_\_\_  
(Printed 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

**C. Certificate of Conformance (COC).** When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided.

**CERTIFICATE OF CONFORMANCE    DECEMBER 2003**

(a) Unless otherwise specified in the contract, the contractor shall furnish a Certificate of Conformance stating the products offered for acceptance meet all the terms and conditions of the contract. This document shall be on company letterhead, signed by the company's Certifying Official. In addition, the document shall contain the Contract Number, Item Nomenclature, Contract Line Item Number, National Stock Number, and include a statement as listed in paragraph (c) below that the product meets all the requirements of the contract.

(b) When specified, the contractor may also furnish a Certificate of Conformance for certain components/ingredients or end item characteristics. The contractor may still furnish a certificate covering any of the foregoing even though a subcontractor provided the materials. In such event, the contractor is responsible for assuring that the materials met all contract requirements. For this reason, the contractor should request a Certificate of Conformance from the subcontractor.

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

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

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

Signature and Title of Certifying Official

Distribution: One copy to origin inspector, when applicable. A copy is not required with shipment when origin USDA/USDC inspection. One copy with invoice for payment is required when a 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 that the analytical laboratory test samples meet the contract requirements, the Certificate of Conformance for these materials is considered reliable.

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

## **PART I - INSPECTION AND ACCEPTANCE**

### **D. Higher Level Quality Requirements - Documented Quality Systems Plan (QSP)**

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

### QSP General Outline

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

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

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

Offerers/Contractors can request a copy of Workbook I by contacting the applicable contracting officer or DSCP-FTRO. Workbook I is also available online in PDF format at the following website <http://www.dscp.dla.mil/subs/rations/QSP.pdf>. DSCP will recognize a contractor's quality system whenever it meets the contract requirements, whether the quality system is modeled on military, commercial, national or international quality systems standards. The design and implementation of a QSP will be influenced by the varying needs of a company, its particular goals and objectives, the products

produced, and the processes and specific practices employed in the operation. The intent of the requirement is for contractors to improve process capability, process control which, when used effectively, can result in a prevention-oriented approach rather than a detection approach that will improve product quality and lower cost through the use of a single quality system in any contractor facility.

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

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

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

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

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

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

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

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

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

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

a. **HEAD, DEFENSE CONTRACT INSPECTION SECTION**  
**USDA/AMS/FFV/P BRANCH (202) 720-5021**  
**ATTN: Richard Boyd/Donna McCarter**  
**P. O. BOX 96456**  
**ROOM 0726, SOUTH BLDG.**  
**WASHINGTON, DC 20090-6456**

b. **USDA-DCIS OPERATIONAL RATIONS COORDINATOR**  
**USDA/AMS/FFV/P BRANCH (630) 790-6957**  
**800 ROOSEVELT ROAD, SUITE 380**  
**GLEN ELLYN, IL 60137**

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

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

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

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

**During the Acquisition Phase:** During the acquisition phase (prior to contract award), the documented QSP will only be considered either sufficient or insufficient for production (no unacceptable/acceptable rating will be assigned). If a plan as presented is determined to be insufficient for production (which would occur if it does not address the aforementioned minimum elements and include documents/procedures indicated in Workbook I as applicable, or if it is determined that the plan as presented will result in an increase in the consumer's risk, production of nonconforming products or does not meet specification requirements/acquisition needs), the contracting officer, at his/her discretion, may provide the contractor with DSCP-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 Government QAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DSCP-FTRO after the contractor submits the change to DSCP. The contractor's documented QSP is considered a living document and continuous improvements are highly encouraged.

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

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

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

The offeror/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.

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

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

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

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

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

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

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

E. Exclusion of SPC plan submission:

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

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

2. If SPC techniques were previously submitted and found acceptable (in a QSP previously submitted and maintained by DSCP-FTROS), the offeror shall certify that the processes are in a state of statistical control, and that the products produced conformed completely to contractual requirements.

**II. Specific Requirements:**

A. The offeror shall identify the characteristics to be controlled using SPC techniques. Application of SPC techniques shall be considered for all characteristics identified by performing Pareto Analysis on the defects from previous production, or projection of potential defects in future production, to discern the vital few and repetitive type failures from the trivial many. Additionally, offerors are encouraged to calculate quality costs to assist in determining what characteristics or processes to control statistically (QSP optional Element XIV). These defects, and all other characteristics identified by the offeror from process capability studies on current production, shall be subject to the application of SPC techniques. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to contractual requirements. In addition to the characteristics identified by the offeror, the following characteristics designated by the PCO will be controlled using SPC techniques or other alternate controls. Alternate controls to SPC must be clearly identified and cross-referenced in Element VIII of the QSP (alternate control procedures shall be submitted to the PCO for his approval).

1. For Water Activity Stabilized Items: (1) Tray integrity, (2) Tray pack can seam integrity, and (3) All water activity stabilized items - control of water activity, and oxygen scavenger placement. These control points shall be identified by the manufacturer and shall be provided as part of the SPC techniques.

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

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

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

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

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

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

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

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

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

1. Policy/Scope:

a. Applicability:

- What is the contractor's policy for applying SPC?
- What are contractor's goals and commitments regarding SPC and continuous process improvement?
- May also discuss alternatives to SPC that have successfully reduced/prevented the production of defects.

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

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

- a. SPC structure within the corporation. Include the relationship of quality to manufacturing and to the overall organizational structure.
- b. Delineation of SPC responsibilities by position (who does what and when)?
  - Who performs inspections?
  - Who has responsibility and authority for acting on problems?
  - Who decides on corrective action?
  - Who implements the corrective action?
  - Who performs audits?
  - Who maintains control charts?

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

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

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

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

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

- Delineate each manufacturing process (sequenced in relation to the processes flow or chain of events from ingredients to final shipment), the characteristic controlled, the control measures, and the location, type and number of machines involved in each process of the manufacturing system. NOTE: The description shall be sufficient to allow a reviewer unfamiliar with the item to properly assess the applicability of the control measures being proposed.
- How does SPC influence/feedback to set up and control of manufacturing machines and product?

6. Statistical Process Control Procedures (General):

a. Criteria for use of SPC:

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

b. Process capability studies (application): A capability study must be conducted to determine the relationship of the natural manufacturing variability to the specified tolerance for each characteristic specified.

- When are the studies to be performed, in relation to award of contract?
- What is trying to be controlled with the use of the SPC techniques?
- What sampling rationale is to be employed, in terms of location, stratification and sample sizes?
- How is the shape of the distribution determined?
- How is the standard deviation of the individuals calculated?
- What is to be done if normality does not apply?
- What criteria will be used to characterize capability?
- What is the policy when capability is determined to be poor or marginal?
- Give your definition of "poor" and "marginal".
- What will be done if the process proves to be not capable or not in control?

c. Control chart, policy:

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

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

7. Test/Masurement Equipment Calibration and Control:

Describe general policy for measurement and test equipment especially in regard to the use of SPC (this information may be covered under Element IV of the QSP).

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

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

9. SPC Records. How the following records apply/correlate to the SPC program: Incoming inspection, manufacturing inspection, subcontractor inspection, internal and external failure reports, corrective action reports, control charts, scrap and

Re-work reports, lessons learned, recommendations and feedback, etc. (This information may be covered under Element III of the QSP).

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

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

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

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

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

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

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

1. Produce and inspect a new lot.  
2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g. time, temperature, etc.) See E-7 "Rework of Nonconforming Product Pre or Post Acceptance" for applicable situations.

3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph E-1-A-8 "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".

4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph E-1-A-8 "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies". Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units, unless otherwise authorized by the Contracting Officer. Examples of valid technical reasons are:

- a) After finding the lot nonconforming for net weight, it is discovered that the scales used for the inspection were out of adjustment or
- b) After finding the lot nonconforming for a chemical test characteristic, it is discovered that a chemical used in the analysis has deteriorated or had not been properly prepared.

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

#### **F. Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies**

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

1. Contractor's name and address.
2. Contract number, lot number(s), and quantity.
3. Item nomenclature and NSN, whether a component or end item.
4. Specification number, table/paragraph number, sample size, AC/REJ number(s), defect number(s), number of defects. Identify the pouch codes of defective units.
5. Classification of defects: Critical \_\_\_\_\_ Major \_\_\_\_\_ Minor \_\_\_\_\_
6. Cause of nonconformance or deviation, and corrective and preventive action.
  - a) State the root cause of the deficiency.
  - b) State the corrective and 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.  
Applicable to the defect found or class of defects for critical defects, identify the situations where the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

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

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

### **G. Reliability Conditions**

(A.) The Government may perform verification inspection (examination, testing or both) to assure that the inspection performed or certificates furnished by the contractor are reliable. Initially, the amount of verification inspection may equal the amount of inspection performed by the contractor. It is the intent of the Government to be able to rely on the contractor so that the amount of verification may be reduced accordingly. In the event the Government determines by means of verification inspection, surveillance of the contractor's inspection activity, or the submission by the contractor to the Government of nonconforming supplies that the contractor's inspection results or certificates from any plant are not reliable, the Government reserves the right to increase the rate or amount of verification inspection to and including full lot-by-lot inspection and to charge the contractor for the costs incurred for any or all Government examinations and tests performed on supplies from the plant/plants determined to be unreliable after such time as the contractor is advised in writing of the particular inspection concerning which his unreliability is established. In addition, the Government reserves the right to sample and inspect for compliance with contract requirements all supplies produced for the Government remaining in the contractor's facilities at the time of notification in an other than reliable status, even though said supplies may have been produced prior to receipt of notification. It is to be especially noted that the Government is contracting for a complete and reliable inspection system as well as a product conforming to all requirements of the contractual document(s). When any element of the contractor inspection system (a particular test or examination of the end item or component) has been determined to be unreliable, the Government reserves the right to consider the inspection system as a whole unreliable, and to return to full lot-by-lot verification (and charge therefore) for each and every examination and test. Examination and testing by the Government and charges to the contractor will continue until such time as the contractor's reliability is again established to the satisfaction of the Contracting Officer. Evaluation of contractor's examination results and review of test results will be accomplished by the QAR. Final evaluation of contractor's test results will be accomplished by DSCP-FTRU and DSCP-HSQ, Directorate of Subsistence.

(B.) The Government QAR may perform verification inspection on any of the lots presented by the contractor to determine if the inspection results reported by the contractor are a reliable indication of product quality. Verification inspection results may be compared with product acceptance criteria set forth in the contract and/or with contractor inspection results for the purpose of determining if verification inspection performed by the Government QAR may be reduced. This reduction in Government verification inspection may be effected through less frequent inspection (skip lot/modified skip lot), reduced severity of inspection, or both.

Contracting Officer's approval must be section obtained before switching the degree of inspection severity to reduced inspection even though all criteria have been met.

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

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

1. For examination characteristics. After the production and examination of no less than three or no more than five lots.

2. For test characteristics. After six day's production or after the number of days necessary to produce and test six inspection lots, whichever is greater.

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

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

(E.) After a contractor has been notified that his inspection system has been found to be unreliable, the status or unreliability will continue until the Government notifies the contractor that a reevaluation has been completed and the results indicate that the inspection system is considered as regaining a reliable status. In addition to the requirements in paragraphs E-1-A-9-D-1, 2, or 3, time will be required by the Government to review the contractor's results by the evaluators, complete verification inspection, perform statistical analysis, and to notify the contractor. The contractor will be charged for costs incurred by the Government for inspecting lots (including costs associated with sampling) used for evaluating reestablishment of an acceptable inspection system status.

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

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

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

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

(J.) Conformance of supplies, or parts thereof, will be determined in accordance with the applicable specification tolerances, acceptable quality levels and sampling procedures contained in the contract except as provided herein at destination, the original inspection lots need not be reconstituted. For sampling purposes, supplies delivered under the contract may be grouped to form lots. The size of the sample will be determined by the sampling procedures specified in the contract for the quantity of supplies on which action is proposed. Whenever the contract does not provide criteria to determine the number of sample units, the number of containers selected for appropriate number of sample units, the number of containers selected for sampling will be the square root of the number of containers in the lot. Frozen product may be inspected for determination of compliance with all terms of the contract. If necessary, the product or samples, as appropriate, may be defrosted to the extent required to accomplish this inspection. At origin, the contractor will employ a procedure for identifying the inspection status of material before, during, and after processing.

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

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

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

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

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

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

costs in writing to the PCO stating full justification to refuse these costs. The PCO will provide a written decision on the appeal to the contractor. Assessment of examination costs will be based upon the dates of QAR notification to the contractor.

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

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

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

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

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

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

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

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

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

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

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

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

## **H. Quality Assurance Requirements for Tray Pack**

Origin Inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DSCP Clause 52.246-9P09.

Optional Contractor Testing is provided by the alternate inspection requirements DSCP Clause 52.246-9P10.

When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided.

The Higher Level Quality Requirements (Quality Systems Plan), Clause 52.246-9001, Manufacturing Process Controls (MPC), and Statistical Process Control Quality Assurance Provisions apply to Tray Pack Cakes and Cookies. The plans shall be

prepared, submitted, reviewed, evaluated, and verified in accordance with the provisions cited in paragraphs E-1, E-2, and E-3, above, except that the USDA-AMS F&V Division, Processed Products Branch, Defense Contract Inspection Service (DCIS) shall have cognizance for the support of the Government's Quality Assurance requirements. The regulations, file codes, etc. of the respective agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. In addition to the Higher Level Quality Requirement and SPC plans being submitted to DSCP-FTROS, copies of the plans shall be provided to the USDA accordingly:

One copy shall be mailed by overnight delivery to:

USDA-AMS F&V Division  
Processed Products Branch  
P.O. Box 96456, Rm. 0726  
South Building  
ATTN: DCIS  
Washington, DC 20090-6456

One copy provided to the in-plant resident USDA-AMS inspector.

NOTE: FAR Clause 52.246-2 and 52.246-11 are applicable to this solicitation and shall be cited to properly enforce the Higher Level Quality Requirements (e.g. ISO/ANSI/ASQC Q9001).

#### **I. Rework of Nonconforming Product Pre or Post Acceptance**

A. 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.

B. 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, FTROS, and approved by the applicable contracting officer.

C. 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 FTROS' 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 FTRU. 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 FTRU for approval to proceed with the Government end item verification inspection. These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).

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

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

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

5. 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.

#### D. 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 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 FTROS (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 E-1-A-8 "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".**

#### J. Traceability Requirements

The shelf stable traypack producer shall maintain records for each end item lot. The end item lot, usually one day's production, shall be clearly identified on each primary tray, and clearly identified on the exterior of each case. In addition, the shelf stable traypack producer shall maintain records of when and where end item lots have been shipped.

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

**In order to facilitate lot traceability, the following is required:**

(1.) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of 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 trays within.

(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.) Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g., DD Form 250.

**K. Commingling of Lots**

In order to facilitate lot traceability at the assembler's plant, the following is required:

(1) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of 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.

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

#### **L. Mixed Code Lots**

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

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

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

(3.) Mixed code lots shall be periodically shipped to the assembler(s). mixed code lots shall be shipped only on a quarterly basis, or upon the approval of the Contracting Officer.

(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.

#### **M. Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations**

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

The sampling plans switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used only by the contractors during the performance of contractor's end item verification inspections. Producers using the switching procedures, cited in ANSI/ASQC Z1.4, during the performance of their end item inspections must train personnel and follow all of the

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

## **VII. Delivery Requirements**

### **A. 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, to the same extent as if the order were completed during the contract's effective period, provided, that the Contractor shall not be required to make any deliveries under this contract later than 90 days after contract expiration.

### **B. 52.216-18 ORDERING (OCT 1995)**

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

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

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

(a) Minimum Order.

When the government requires supplies or services covered by this contract in an amount of less than **500 EA per item**, the government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order.

The contractor is not obligated to honor--

- (1) Any order for single item in excess of \_\_\_\_\_;
- (2) Any order for a combination of items in excess of \_\_\_\_\_; or
- (3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(e) The delivery order(s) shall specify delivery(ies) no less than **30** \* days from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than **2 business days** notice, to be computed from time of receipt by the contractor of the original order to the time of receipt by the contractor of the written or oral change(s) or cancellation(s).

- Order leadtime for each item shall be 30 days after approval of the First Article. For items that do not have an acceptable First Article, the order leadtime shall be 90 days, which includes an allowance of 30 days for the contractor to deliver a First Article and 15 days for Government approval.

**D. USDA Execution of Invoices/DD250s.** The USDA inspector shall not sign the DD Form 250 prior to completion of the full incubation period for thermostabilized and thermohydrostabilized tray pack cans or polymeric trays. Additionally, the contractor shall not ship product which has not completed the full incubation period without the USDA (Meat and Poultry Inspection Regulations, Subpart G, Section 318.309), and the contracting officer approval.

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

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**F. 252.212.-9000 Priority Rating (August 1998)**

This contract is assigned a priority rating under the Defense Priorities and Allocation System (DPAPS) regulations (15 CFR 700) which requires contractors to utilize said rating in obtaining the products, materials, and supplies needed to fill their contracts. In the event the contractor is unable to obtain the necessary products, materials, and

supplies to complete the contract, the contractor shall immediately advise the DCMD or the appropriate DSC priorities and allocations (P & A) officer through the cognizant ACO or Contracting Officer. The P&A officer or the DCMC Industrial Specialist will provide necessary instructions to complete BXA-999 (OMB control number 0694-0057), Request for Special Priorities Assistance. This form will be processed through appropriate channels to the Department of Commerce which, upon receipt, will take action to make the needed supplies available to the applicant.

NOTE (per DLSC-PON letter dated Dec 22, 1996): Contracts in support of operational rations may be rated to include food items; the rating need not be limited to packaging materials, as was previously the case. For meal accessory items purchased by the contractor and incorporated as part of operational rations, the contractor can use the "DO-C1" priority rating in the flowdown to suppliers, even though these items may not qualify as food resources because they are not capable of being consumed.

**G. 52.211-16 Variation in Quantity (Apr 1984)**

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

(b) The permissible variation shall be limited to:

1.0 Percent increase

0.0 Percent decrease

This increase or decrease shall apply to each line item per delivery order.

**H. 52.211-17 Delivery of Excess Quantities (Sep 1989)**

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefore, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

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

**(a) Inspection/Acceptance.**

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 Governmentwide 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.**

(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.

**(p) Limitation of Liability.**

Except as otherwise provided by an express warranty, the Contractor will not be held 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 notification 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**

### **1. Paragraph (c) Changes.**

Except that the Government may make unilateral changes under FAR Clause 52.243-1 Changes, Fixed Price (Aug 1987)

### **2. Paragraph (g) Invoice**

An additional copy of the invoice/shipping document shall be mailed, faxed or e-mailed to the following Purchase Office:

Defense Supply Center Philadelphia  
ATTN: DSCP-FTRUT, Noreen Killian/ Carol DePrisco  
700 Robbins Avenue  
Philadelphia, PA 19111-5092  
And/or send fax to 215-737-2988 or 4155

## **252.232-7003 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>.

(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>.

(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.

(End of clause)

### **3. Paragraph (t) Central Contractor Registration (CCR)**

ENTRY INTO PLANT: The Contracting Officer or any Government personnel designated by him shall be [permitted entry into the Contractor's and Subcontractor's plants at anytime during the effective period of the contract. Except for inspection services, the Contracting Officer shall give prior notice of the purpose of the meeting and shall furnish dates of the visit.

### **52.211-9P38 PLACE OF PERFORMANCE (MAR 199) DSCP**

(a) The offeror must stipulate in its technical proposal to this solicitation information pertinent to the place of performance.

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

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

### **52.217-9P16 EFFECTIVE PERIOD OF CONTRACT (Jan 1992)**

The effective period of the base year is from date of award to 365 days after.

### **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 de-listed from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

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

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

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

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

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

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

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

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

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

(i) Fruits, vegetables and juices thereof.

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

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

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

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

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

(b) Delivery Conveyances.

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

#### **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.

#### **52.209-9P07 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.

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

(a) Definitions.

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

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

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

(b) Contractor's Obligations.

(1) Notwithstanding inspection and acceptance by the government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for **18** 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 re-procure 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 re-procure 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.

### **252.243-7002 Requests for Equitable Adjustment (MAR 1998).**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

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(Official's Name)

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(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including-

- (1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to-

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)[DEVIATION]**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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:

- (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).
- (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.
- (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
- (7) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (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) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- (14) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) **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).
- (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) **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).
- (20)(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)).
- (20)(ii) **Alternate I** (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).  
*Paragraphs (21) through (23) are not applicable and have been deleted.*

- \_\_\_ (24) **52.225-13**, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). *Paragraphs (25) and (26) are not applicable to DoD acquisitions and have been deleted.*
- \_\_\_ (27) **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)).
- \_\_\_ (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 225(f), 10 U.S.C. 2307(f)).
- \_X\_(29) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (30) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (31) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- \_\_\_ (33)(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).
- \_\_\_ (33)(ii) **Alternate I** (APR 1984) 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.).  
Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).
- \_\_\_ (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 (vi) 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 (OCT 2000) (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) **52.222-41**, 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.).

(vi) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Approx 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.

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003) 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.

**52.203-3** Gratuities (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).
- 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. 6 note).
- 252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012** Preference for Certain Domestic Commodities (FEB 2003) (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 (APR 2003) ( 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 (AUG 2003) (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--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) ( Alternate I) (APR 2003) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038** Restrictin 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 (OCT 2003) (Section 8021 of Pub. L. 107-248).
- 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).
- 252.232-7003** Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- 252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 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).
- 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) (10 U.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)).

**THE FOLLOWING ADDITIONAL CLAUSES ARE SET FORTH IN FULL TEXT:**

**252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)  
DFARS**

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

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

**THE CLAUSES LISTED BELOW ARE INCORPORATED 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 contract clause may be accessed electronically at these addresses: FAR and DFARS - <http://www.acq.osd.mil/dp/dars>; DLAD, PROCLTRS and FARS Deviations at <http://dlanet.dla.mil/procregs/regs.htm>.)

The following DLAD provision applies:

#### **52.212-9000 MANDATORY PROVISIONS—COMMERCIAL ITEMS (JUN 1997) DLAD**

##### **52.233-9000 AGENCY PROTESTS (SEP 1996) DLAD**

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.

#### **52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)**

##### **(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 in Block 10 of the solicitation cover sheet (SF 1449). 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 1449, 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;
- (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);
- (11) If the offer is not submitted on the SF 1449, 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 30 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.**

**(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  
Facsimile (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  
Facsimile (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) Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

**(j) Data Universal Numbering System (DUNS) Number.**

(Applies to 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.

## **ADDENDUM to 52.212-1 Instructions to Offerors—Commercial Items**

### **1. Paragraph (b), Submission of Offers.**

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

Faxed offers are NOT authorized for this solicitation.

Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

**\*Submission may also be sent via a floppy disk including all offered prices and production group ratings on all items.**

Warranty Clause 52.246-9P35 is incorporated herein and shall be included in any resultant contract.

Offerors are also required to submit the information requested in 252.217-7001 Surge Option Clause prior to award of the contract.

The Trade-Off Method of "Best Value" Source Selection will be utilized in this acquisition. This competitive negotiated acquisition will employ the use of other factors in addition to cost or price in determining successful awardees. Trade-Off procedures are designed to maximize competition, ensure impartial and comprehensive evaluation and ensure selection of the sources most likely to provide the best value to the Government. Accordingly, the use of Best Value Trade-Off procedures provides a higher probability for success.

Offerors are required to submit a technical proposal, the completed solicitation, and the pricing proposal, in accordance with clause 52.215-9P12, Instructions for Preparing Proposals, below. The technical proposal must be a separate document from the completed solicitation and business proposal, hereafter referred to as the business

proposal. All submissions will be utilized in concert with information previously available to the Government from sources outside or within the Government, to formulate an assessment of the offerors capability according to the criteria set forth in FAR 52.212-2 of this solicitation. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government. The information provided in the technical/business management proposal will be used for evaluation purposes only. However, the Government reserves the right to make any part of the proposal a contractual requirement at time of award.

### **2. Paragraph (c), Period for Acceptance of Offers.**

X Period of acceptance is 30 days.

**3. Paragraph (d) Product Samples**

First Articles shall be required in accordance with the Statement of Work Section II.

**4. Paragraph (e), Multiple Offers.**

X Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

**5. Paragraph (i) Availability of Requirements Documents Cited in the Solicitation**

Contact: Larry Charya, Food Technologist or Noreen Killian, Contract Specialist for the applicable specifications described in the Statement of Work Section V at: [Larry.Charya@dla.mil](mailto:Larry.Charya@dla.mil) or [Noreen.Killian@dla.mil](mailto:Noreen.Killian@dla.mil)

**6. Paragraph (k) Central Contractor Registration**

The Trade-off method of "Best Value" Source Selection will be utilized in this acquisition. This competitive negotiated acquisition will employ the use of other factors in addition to cost or price in determining successful awardees. Trade-off Procedures are designed to maximize competition, ensure impartial and comprehensive evaluation of offerors' proposals and ensure selection of the sources most likely to provide the best value to the Government. Accordingly, the use of Best Value Trade-off procedures provides a higher probability for success.

**52.215-9P12 INSTRUCTIONS FOR PREPARING PROPOSALS (JAN 1992) DSCP**

(a) Proposal Organization.

(1) Your proposal shall be prepared in two separate volumes and provided in the quantities shown below. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

<u>Volume</u>	<u>Volume Title</u>	<u>No. of Copies</u>	<u>Suggested Page Limit</u>
I	Technical	3	None
II	Business	2	None

(2) During proposal evaluation, each volume will be reviewed separately. All cost/price information, if required, must be in Volume II. No reference to cost/price shall be included in the Technical Proposal. *(However, if alternate technical approaches/qualifications are proposed, the cost/price impact or difference must be described).* Each volume shall be separately bound (stapled is acceptable) to facilitate evaluation.

(b) Volume I, Technical Proposal

(1) The Technical Proposal must demonstrate the offeror's ability to meet the government's requirements as set forth in this solicitation. Failure to provide the information requested by any of the technical factors identified in attachment I may be considered a "no response" and a rating of "Unacceptable" given to the applicable factor, subfactor element of sub-element.

(2) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

(3) You are required to prepare and submit your proposal aligned with the technical evaluation factors specified in 52.212-2, Technical Proposal Evaluation Criteria, of this solicitation to facilitate government review and evaluation of proposals. Technical proposals shall therefore be presented in accordance with the following Technical Proposal Submission Requirements-Volume I. Continuation sheets shall clearly identify the solicitation number and your firm's name on each page.

(4) To be considered acceptable, the offeror's technical proposal must provide as a minimum, the information requested in the Technical Proposal Submission Requirements-Volume I.

(c) Volume II Business Proposal

(1) The offeror is required to furnish a Business Proposal as detailed in Business Proposal Submission Requirements –Volume II below.

(2) To be acceptable, an offeror's business proposal must be complete, realistic and reasonable.

**TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS – VOLUME I**

Technical merit will be determined by assessment of the following evaluation factors, listed in the following order of importance. Factor 1 is more important than factor 2, which is more important than factor 3. Factor 3 is more important than factors 4 and 5 which are of equal value. The subfactors for Factor 2.0 are of equal value.

- 1.0 Experience and Past Performance
- 2.0 Manufacturability/Production Plan
  - 2.1 Production Capability
  - 2.2 Surge and Sustainment Capability
  - 2.3 Quality System Plan
- 3.0 Force Protection
- 4.0 Socio Economic Plan
- 5.0 JWOD

**1.0 Experience and Past Performance**

a. Offerors shall describe the extent of experience, similar to the proposed contract requirements, of their own corporate entity and any partners, joint ventures, subcontractors, etc., who will be performing on the proposed contract.

b. Offerors shall provide a list of contracts, commercial or government, performed since January 2004. Offerors shall provide a point of contact address, telephone number, average dollar amount of the contract per annum, period of performance, and a sample listing of the items provided for the commercial contracts. For government contracts, provide the government agency, point of contact, telephone number, contract number, dollar value, period of performance, and a sample listing of the items provided.

c. Offerors shall list and address how any "problems" or discrepancies (i.e. late deliveries, shortages, overages, damages, defects, mis-shipments, etc) experienced in the past two years for the customers reported in response to paragraph (b) above, and Socioeconomic/subcontracting goals for prior Government contracts were handled and remedied.

## **2.0 Manufacturability/Production Plan**

### **2.1 Production Capability**

a. Offeror's proposal must demonstrate it understands the Statement of Work and contract requirements, and that it has the facilities, equipment, manpower and technical expertise to successfully produce and deliver the required products and quantities within the order lead-times. Offeror must demonstrate that it has facilities, equipment, personnel expertise, and production milestone plan to meet delivery orders. Such information should include, at a minimum, the following:

b. If not currently a traypack producer, complete illustration or detailed description of the facilities and equipment to be used.

c. Production Milestones – Offerors shall provide complete production milestones. Orders for equipment, required facility improvements, etc., shall be listed, to include dates of lease/purchase, delivery, installation completion, pre-production work, and ready-to-use.

1. At a minimum, milestones shall begin on 15 November 2005 (estimated date of award) and finish with 15 February 2006 (estimated date of first delivery).

2. Milestones should include required timeframes for First Article approval.

d. In accordance with clause 52.216-9P06, Delivery Order Limitations (JAN 1992), deliveries shall be required 30 days from date of issuance of the delivery order (after a successful first article which has been produced on the initial delivery as negotiated based on milestones above, has been completed). In order to complete clause 52.216-9P06 of the contract, the offeror shall provide: the maximum order, or delivery, quantity for any item, or sum of items, due 30 days after order, and the maximum quantity which may be ordered for delivery each week and/or each month thereafter, i.e. days 37, 44, 51, etc. after order, or days 60, 90, etc. after order. This information will be used to complete paragraph(b).

NOTE: The information provided in paragraphs 2.1(b) and (c) above shall be part of any contract awarded.

### **2.2 Surge and Sustainment Capability**

1. 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. See Statement of Work A-4.

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 Plan. Supporting details should address manpower, equipment, facilities, and material management.

### **2.3 Quality System Plan (QSP)**

The offeror shall submit its higher level QSP as described in Section VI (D). The offeror shall also complete 52.246-9P12, Place of production, and 52.246-11.

### **3.0 Force Protection**

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

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

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

Accordingly, the offeror shall submit its Food Security Plan to describe what steps their firm has taken and will take to prevent product tampering and contamination, and overall plant security and food safety. This Plan should describe the procedures in place related to the following food security areas:

- 1) Employee Identification
- 2) Background checks where applicable
- 3) Control of access to the plant facility & Control of gates and doors at the facility
- 4) Internal Security
- 5) Training and security awareness
- 6) Product Integrity
- 7) Emergency Procedures

**NOTE:** The offeror's Force Protection proposal shall be part of any contract awarded. The contractor's Food Security Plan (Plan) may be audited by the AVI or the DSCP Quality Audit

Team. Failure to comply with the provisions of the Plan will be considered a deficiency(s), and the contractor will be required to take corrective action. Failure to take corrective action, or repetitive or recurring deficiencies will be considered a failure by the contractor to comply with the terms and conditions of the contract.

**4.0 Socio-Economic Proposal (DLAD Clause 52.215-9002)**

a. Both large and small business offerors must provide the following:

1. Offerors shall provide a description of the efforts its company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Offerors will describe current and planned proposed range of services, supplies, and any other support that will be provided to them by small, small disadvantaged, and women-owned small business concerns, including specific names of subcontractors to the extent they are known.

2. Offerors shall describe any future plans their company has for Developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period.

3. Offerors shall specify what proportion of their proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged and women-owned small businesses. The following format shall be used: (All % figures shall be as a % of the total est. contract price)

<b>Total Est. Contract Price</b>	\$	100%
<b>Total to be Subcontracted</b>	\$	%
<b>1. To Large Business</b>	\$	%
<b>2. To Small Business*</b>	\$	%
<b>a. Small Disadvantaged Business SDB</b>	\$	%
<b>b. Women-Owned Small Business (WOSB)</b>	\$	%
<b>c. HUB Zone Small Business</b>	\$	%
<b>*Includes SDB,WOSB, &amp; HUB</b>		

4. Offerors shall specify what type of performance data they will Accumulate and provide to the Contracting Officer regarding support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Offerors shall also provide the name and title of the individual principally responsible for ensuring company support to such firms.

5. Large Business offerors are required to submit the small and small disadvantaged business subcontracting plan information (Attachment 2) as required by clause 52.219-9 Small and Small Disadvantaged Business Subcontracting Plan, in addition to the information requirement of this section of the proposal. This submission must contain separate small and small disadvantaged business subcontracting percentages and dollar levels for the base year, as well as each option year. (To assist the offerors, the Small Business and Small Disadvantages Business Subcontracting Plan guide will be attached to solicitation).

**5.0 JWOD**

a. Offerors shall provide a description of the efforts their companies 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. Offerors will describe their current and proposed range of services, supplies, and any other support that will be provided to them by JWOD concerns. Offerors shall include specific names of such subcontractors, to the extent they are known.

b. Offerors shall specify what proportion of their proposal, as a percentage of dollars, will be subcontracted to Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled. The following format shall be used: (All % figures shall be as a % of the total est. contract price).

<b>Total Est. Contract Price</b>	\$	100%
<b>Total to be Subcontracted</b>	\$	%
<b>1. To Agencies for the Blind</b>	\$	%
<b>2. To Other Agencies for Severely Disabled</b>	\$	%

c. Offerors shall describe any future plans their companies have 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.

**BUSINESS PROPOSAL SUBMISSION REQUIREMENTS – VOLUME II**

1. Offerors shall submit the completed solicitation, to include all information required at 52.212-1(b), except such information as required in the Technical Proposal Submission Requirements-Volume I, above.
2. Prices shall be submitted for the base year and all option years. **It is requested that all pricing information be provided in writing and on an Excel spreadsheet. Excel spreadsheet should be emailed to Noreen.Killian@dla.mil**
3. Any quantity qualifications shall be provided as follows:  
52.211-9P40 Offerors Qualifications for Minimum/Maximum Quantities  
 Insert below qualifications as to minimum or maximum quantities acceptable, if any:

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**\*All or none offers are prohibited due to the Government’s stated objective of multisourcing to establish a satisfactory industrial base.**

## **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. Technical merit will be determined by assessment of the evaluation factors, listed in the following order of importance. Factors 1 and 2 are of equal importance and more important than factors 3, 4 and 5. Factor 3 is more important than factors 4 and 5 which are of equal value. The subfactors for Factor 2.0 are of equal value.

- 1.0 Experience and Past Performance
- 2.0 Manufactureability/Production Plan
  - 2.1 Production Capability (GFE)
  - 2.2 Surge and Sustainment Capability
  - 2.3 Quality Systems Plan
- 3.0 Force Protection
- 4.0 Socio-Economic
- 5.0 JWOD

Technical and past performance when combined, are:

- Significantly more important than cost or price
- Approximately equal to cost or price
- Significantly less important than cost or price

(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.

(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.

### **ADDENDUM to 52.212-2 Evaluation—Commercial Items**

#### **1. Evaluation Process**

(1) Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo an evaluation for the factors above. Each evaluation factor will be evaluated separately and then an integrated assessment of the offeror will be made by the contracting officer. 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. Offers so technically deficient as to make them technically unacceptable will be rejected as unacceptable and will not be included in the competitive range. If award is not made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised offers resulting from discussions will undergo further similar evaluations. Finally, a proposal will be selected for award by the Source Selection Authority (SSA), as

described in paragraph (2) below. While the SSA's assessment will strive to determine the overall value of each offeror, subjective 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.

(2) Selection. Final evaluation reports will be furnished to the contracting officer. The contracting officer will analyze the reports and prepare a written source evaluation report and present it to the SSA. Based on the reports and analysis, the SSA will make the decision as to which offeror(s) is (are) selected for award. The responsible offeror(s) whose proposal(s) is (are) most advantageous to the Government, as determined by the evaluation of proposal(s) according to the evaluation factors established above will be selected for award.

## **TECHNICAL PROPOSAL EVALUATION CRITERIA**

### **1.0 Experience & Past Performance**

The Government will evaluate each offeror's (and its subcontractors') experience relative to its competitors. The evaluation will be a subjective assessment of the offeror's experience with work of similar nature, scope, complexity, and difficulty to that which must be performed under the prospective contract under this solicitation. The objective of the evaluation is to determine the degree to which the offeror has previously encountered the kinds of work, uncertainties, challenges, and risks that it is likely to encounter under the prospective contract, and to develop insight into the offerors' relative capability and the relative risk associated with contracting with the offeror.

The Government will evaluate each offeror's record of past performance regarding delivery and quality performance, its history regarding its commitment to customer satisfaction, and its compliance and participation regarding Socioeconomic goals on prior Government contracts. The Government will use its subjective assessment to determine an offeror's relative capability, reliability, and commitment to customer service.

### **2.0 Manufacturability/Production Plan**

#### **2.1 Production Capability**

The Production Plan will be evaluated to determine the contractor's capability to successfully produce the awarded items. Those plans that demonstrate that offeror possesses its own high speed equipment that is necessary to produce higher quality seals and package integrity will be rated higher, than the offeror that does not have its own equipment. Offerors whose proposed delivery milestones demonstrate that it is committed to delivery of greater quantities and shorter leadtimes will be rated more favorably. Production plans and milestones will be evaluated to determine their realism and how well they support the probability of successfully completing contract deliveries as required in August 2005.

**NOTE:** Production milestones shall be part of any contract awarded and failure to meet these milestones will be considered a failure to make contract progress towards meeting contract delivery schedules.

## **2.2 Surge and Sustainment Capability**

The Government will evaluate each offeror's proposal defining its committed capability to meet increases in demand in support of crisis requirements defined at Schedule Section IV. The evaluation will determine how well the offeror supports its ability to increase capacity and deliver product within the proposed timeframes. Those offerors that support and commit to deliver greater quantities in the shortest timeframes, and to sustain such deliveries for a longer period to support crisis requirements, will be rated more favorably. The amount of available surge capability will also be considered by the Government in deciding the number of contracts to be awarded, to whom they should be awarded, and in what quantities, so as to achieve the optimal industrial base, i.e. an industrial base capable of and contractually committed to meeting the Services' peacetime and mobilization requirements at the lowest overall cost and highest quality.

**NOTE:** The Surge delivery schedule proposed shall be part of any contract awarded and incorporated into contract clause 252.217-7001 Surge Option.

## **2.3 Quality Systems Plan**

The Government will evaluate the offeror's Quality System Plan (QSP) to determine its acceptability in accordance with the DSCP Documented Quality Systems Plans (QSP) Evaluation Guideline as described in solicitation Section VI. This evaluation will determine the offeror's ability to assure long-term quality products and serviceability in the Unitized Group Field Feeding ration program.

## **3.0 Force Protection**

The Government will evaluate the offeror's answers to the Force Protection Plan Checklist to determine its acceptability. The Government will examine what steps relating to overall plant security and food safety the offeror has taken or will be taking to secure product delivered to all military customers.

## **4.0 Socioeconomic Plan**

The Socioeconomic Proposal provided by the offeror will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged, women-owned small businesses and HUB Zone small businesses combined, generally will be ranked higher than its competitors for this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged, women-owned and HUB Zone small businesses will also be comparatively evaluated with the proposals of other offerors. Offeror's proposal 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 Command'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.

### **5.0 JWOD**

The JWOD Proposal provided by the offeror will be evaluated on a comparative basis among all offerors. An offeror that proposes established JWOD qualified nonprofit agencies for the blind or other severely disabled participation goals and taken efforts to increase JWOD qualified nonprofit agency opportunities greater than other offerors will be ranked higher than its competitors for this factor. Offeror's proposal for JWOD support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its JWOD plan. This plan will be monitored by the cognizant Defense Contract Management Command'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 agencies for the blind or other severely disabled will be part of past performance evaluation.

### **BUSINESS PROPOSAL EVALUATION CRITERIA**

1. The Government will evaluate prices for each proposal for the base and option periods. The Government will add the total price for the options to the total price for the base ordering period IAW 52.217-9P13 Evaluations of Options. Evaluation will be based upon the estimated annual quantities.

### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUN 2003) ALTERNATE I (APR 2002)**

(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 veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUN 2003) ALTERNATE I (APR 2002)**

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: \_\_\_\_\_

(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:

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(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):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> 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) HUBZone 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--

(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) Representations 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 \$100,000.00)

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--North American Free Trade Agreement--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.

**52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations. (List names, titles, and telephone numbers of the authorized negotiators)

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**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:

<b>Line Item Number</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

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

<b>Line Item Number</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____
_____	_____

**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--

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

(2) It 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 are set forth in FULL TEXT:**

**52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD**

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 (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>.

## **SMALL BUSINESS SUBCONTRACTING PLAN GUIDE**

**THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES.**

IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

IT IS RECOMMENDED THAT THE PLAN BE INCLUDED AS AN ADDENDUM TO THE SOLICITATION AND NOT PART OF SECTION L.

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

**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](http://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.

\*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](http://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 publicly owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and
  - (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**VETERAN-OWNED SMALL BUSINESS CONCERN**

A small business concern –

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

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

**SUBCONTRACTING PLAN**

Date: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SOLICITATION #: \_\_\_\_\_

END ITEM/SERVICE \_\_\_\_\_

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

\_\_\_\_\_ Plant/Distribution Site

\_\_\_\_\_ Division

2. Commercial Subcontracting Plan

\_\_\_\_\_ Plant/Distribution Site

\_\_\_\_\_ Division

3. \_\_\_\_\_ Individual Contract Plan Total Contract Dollar Value \_\_\_\_\_

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: \$ \_\_\_\_\_

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

a. 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.

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

	<u>DOLLARS</u>	<u>PERCENT</u>
<b>TOTAL TO BE SUBCONTRACTED</b>	\$ _____	_____ %
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

1. 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 (\*\*\*\*\*).
2. A description of the method used to develop the subcontracting goals in item 2 above.
3. 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.

4. 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
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 subcontractors agree to submit Standard Forms 294 and 295.
12. 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. \_\_\_\_\_

(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. \_\_\_\_\_

## **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 offeror 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 offeror 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 offeror 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.

## **Force Protection Checklist**

### **I. Food Security Plan Management**

1. Does your facility have a food security management team? Do you have a food security management coordinator? Does each member have clear and specific assigned responsibilities?
2. Has your facility developed and implemented a food security plan using established risk management principles? (The plan should include procedures for handling threats and actual cases of product tampering and an evacuation plan for each facility).
3. Do you have a corrective action plan for product tampering that ensures adulterated or potentially injurious products do not enter commerce?
4. Does your product-tampering plan include the immediate recall of adulterated products from trade and consumer channels? (Include safe handling and disposal of products contaminated with chemical or biological agents).
5. Do you have a relationship established with appropriate analytical laboratories for possible assistance in the investigation of product-tampering cases?
6. Does your plan have procedures for notifying appropriate law enforcement and public health officials when a food security threat is received or when evidence of actual product tampering is observed?
7. Does your plan have specially designated entry points for emergency personnel should be identified in the plan?
8. Does your plan have current local, State and Federal Government Homeland Security contacts and public health officials? This list should be updated regularly.
9. Are the members of the food security management team trained in all provisions of the plan? (Drills should be conducted periodically. The plan should be periodically reviewed and revised as needed).

10. Do you have food security inspections of the facility conducted regularly by plant officials to verify key provisions of the plan?
11. Are all employees trained and instructed to report any sign of possible product tampering or break in the food security system? (Consider implementing an award system or establishing performance standards related to food security consciousness).

## **II. Outside Security**

1. Are your plant boundaries secured to prevent unauthorized entry? (“No Trespassing” signs should be posted).
2. Are measures in place (e.g., fencing or other barriers) to prevent unauthorized access within the boundaries of your facility?
3. Are all structures within this boundary (and their contents) identified as appropriate?
4. Has responsibility for monitoring and controlling these areas been clearly defined? Do the individuals performing this monitoring have authority to take immediate action if there are signs that may indicate a problem?
5. Are specific procedures outlined for investigating any food security situation that might be identified outside your facility?
6. Are procedures in place for the trucks entering your facility boundaries?
7. Are incoming and outgoing vehicles (both private and commercial) inspected for unusual cargo or activity?
8. Are your truck deliveries verified against a roster of scheduled deliveries? (Unscheduled deliveries should be held outside the plant premises, if possible, pending verification of shipper and cargo).
9. Is there a waiting room for drivers, and is access from the waiting room to other parts of the facility controlled?

10. Do you have documented procedures for the inspection of deliveries prior to entering the facility?
11. Is your plant perimeter monitored for signs of suspicious activity or unauthorized entry?
12. Is your outside lighting sufficient to allow detection of unusual activities?
13. Does all access points into your establishment secured by guards, alarms, cameras or other security hardware consistent with national and local fire and safety codes?
14. Are your emergency exits alarmed and have self-locking doors that can be opened only from the inside?
15. Are your doors, windows, roof openings, vent openings, trailer bodies, railcars and bulk storage tanks secured (e.g., locks, seals, sensors) at all times.
16. Are your outside storage tanks for hazardous materials and potable water protected from, and monitored for, unauthorized access?
17. Do you maintain an updated list of plant personnel with open or restricted access to the establishment maintained at the security office?
18. Is entry into your establishments controlled by requiring positive identification (e.g., picture IDs, sign-in and sign-out at security or reception, etc.)?
19. Do you have parking areas for visitors or guests situated at a safe distance from the main facility? Vehicles of authorized visitors, guests and employees should be clearly marked (placards, decals, etc.).

### **III. General Inside Security**

1. Are restricted areas inside the plant clearly marked, secured and document how access is controlled if required?

2. Is access to central controls for airflow, water systems, electricity and gas restricted and controlled?
3. Do you have updated plant layout schematics available at strategic and secured locations in the plant?
4. Have the normal routes for personnel entry to/exit from your facility been assessed? Are all points monitored or controlled? Can the number of entry/exit points be reduced without violating the National Fire Codes or otherwise hindering building egress in case of emergencies?
5. Does your airflow systems include a provision for immediate isolation of contaminated areas or rooms?
6. Are your emergency alert systems fully operational and tested, and locations of controls clearly marked?
7. Is access to in-plant laboratory facilities strictly controlled? Comprehensive and validated security and disposal procedures should be in place, particularly for the control of reagents, hazardous materials and live cultures of pathogenic bacteria.
8. Is access to product production or holding areas restricted to plant employees and authorized inspection personnel only?
9. Is your facility using a system that ensures clear identification of personnel to their specific functions (e.g., colored garb)?
10. Does your operation maintain an updated daily or shift roster of plant personnel, which is distributed to plant supervisors?
11. Are visitors, guests and other non-plant employees (contractors, salespeople, truck drivers, etc.) restricted to non-product areas unless accompanied by an authorized plant representative?
12. Is your computer data systems protected using passwords, network firewalls and effective and current virus detection systems?

13. Do you have specific procedures outlined for investigating any food security situation that might be identified inside the plant?
14. Do you have plans available that identify all entrances/exits, as well as connections to other areas through openings for vents, air circulation lines, pipes, electrical lines, drains, etc.?
15. Are areas of concern identified and programs in place to prevent security breaches with respect to control panels, air circulation lines, electrical boxes, gas or pressure valves, etc?
16. Is consideration given to the potential for certain equipment to be clandestinely accessed for the purpose of introducing a contaminant?
17. Do you have an emergency plan that identifies all areas in which products and ingredients are handled and stored (e.g., off-site warehouses, product chillers, and storage facilities)?
18. Are your lines that handle and transfer products inspected and/or monitored?
19. Is your computer hardware, software and paper records that document food production controls backed up and secure? Are passwords used? If so, is access to these passwords controlled and are they changed periodically?

#### **IV. Warehousing and Labeling**

1. Are labels held in a secure area to prevent label theft and misuse?
2. Is there a plan in place to identify and contain mislabeled products?
3. Are warehouse employees trained to recognize suspicious activity?
4. Do employees report suspicious activity to management?
5. Are there documented procedures for handling damaged and/or returned products?

6. Is there a recall plan in place?
7. Are raw materials traceable into finished products? Is an inventory kept of product in the warehouse (including location)?
8. Are stored product or ingredients segregated by manufacturer and lot number to expedite isolation, inspection, or recall capability?

## **V. Ingredient Safety**

1. Are procedures in place to monitor the operation of pieces of equipment (blenders, choppers, poultry chill tanks, etc.) to prevent product tampering?
2. Is there a program in place to ensure the timely identification, segregation and security of all products involved in the event of deliberate product contamination?
3. Do you have a validated procedure in place to ensure the trace-back and trace-forward of all raw materials and finished products?
4. Are projected and actual use of restricted ingredients verified at the end of each day, by someone other than the employee who logs the ingredient?
5. Are returned goods examined for evidence of possible tampering before salvage or use in rework? Records should be kept on the use of all returned goods in rework.
6. Are you verifying the integrity of packaging materials of all spices and restricted ingredients (including premixes prepared in the plant) before use?
7. Are you maintaining an accurate inventory of finished products to allow detection of unexplained additions to or withdrawals from existing stock?

## **VI. Storage Security**

1. Is controlled access maintained for all product and ingredient storage areas? Are you maintaining an access log?

2. Are you performing a security inspection of all storage facilities (including temporary storage vehicles) regularly, and logging the results?
3. Are you maintaining a daily inventory of hazardous chemicals or other products, and are all discrepancies investigated immediately?
4. Are your cleaning and sanitizing chemicals, lubricants, paints, pesticides and other non-food chemicals stored away from food processing areas, under controlled access and with documented inventory? In addition, storage areas should be constructed and safely vented in accordance with national or local building codes.
5. Do contractors control material usage and maintain a report log?
6. Are Material Data Safety sheets readily available, up to date and accessible in case of emergency?

#### **VII. Shipping and Receiving Security**

1. Are all outgoing shipments sealed with tamper-proof, numbered seals and are their numbers on the shipping documents?
2. Are you requiring that incoming shipments be sealed with tamper-proof, numbered seals, and that the seal numbers be shown on the shipping documents for verification prior to entry to the plant?
3. Are shipping documents with suspicious alterations thoroughly investigated and do you have guidance for this type of incident?
4. Are all trailers on the premises locked and sealed when not being used and is a record kept of type of seal used? Does checker initials & date?

#### **VIII. Incoming products and supplies**

1. Do you know your suppliers? Do you buy only from contracted suppliers or do you buy some products from the open market? Have food security controls been addressed with the suppliers, i.e., have suppliers been made aware of food security issues and implemented appropriate controls?

2. Are incoming ingredients, supplies and their shipping containers inspected? Are lots of ingredients and supplies uniquely identified?
3. Are tamper-evident packaging features used when available for certain ingredients and supplies?
4. Are packages inspected prior to opening?
5. Are records of previous products transported in tankers, railcars, shipping containers, etc. maintained? Are the records reviewed?
6. With respect to farm practices, have your suppliers instituted food security programs to address potential risks on the farm? Are your suppliers vigilant for unusual traffic, flyovers or occurrences?
7. If off-site facilities (e.g., controlled atmosphere rooms) are used for holding products or ingredients prior to processing, are they configured and monitored to handle and hold products securely?
8. Does the plant have a program in place to identify all sources of water used in the facility (both potable and non-potable sources) and are security measures associated with each source of water?
9. Does this program include a procedure for testing potable water with respect to federal/state/local water quality standards?
10. If a municipal water supply is used, are there predetermined procedures for prompt two-way communications with responsible municipal officials in the event of any abnormalities in this supply?

## **IX. Product Batching and Work Areas**

1. Are there areas where employees mix or batch products or ingredients by themselves without supervision or a coworker present?
2. What types of controls are in place during batching of product to prevent employee tampering?

3. Have points where clandestine access to product is possible been identified? Can these points be minimized or monitored?
4. Are there specific procedures that define how product is to be reworked? Are products to be reworked and related records/documentation properly identified and handled securely?
5. Are programs in place that identify procedures to follow in the event an intentional contamination occurs during the production process? Does this program include all product involved, i.e., finished product rework, any ingredients and product identified as seconds?
6. Are specific areas, transportation and other handling concerns discussed as a part of this program?
7. Are procedures and physical barriers (e.g., locks, keyed access by authorized personnel only) in place to restrict access to hazardous compounds such as nitrite, cleaning and sanitizing chemicals, pesticides, etc? Are these materials properly labeled?
8. Are areas in which large amounts of product are exposed, (e.g., vats, kettles, tanks, chillers, cooler, etc.) restricted?
9. Are controls in place for contract workers, i.e., sanitation crews, pest control, etc., to prevent intentional contamination of product?
10. Is access by contractors and their employees to the facility limited to only those areas of the plant relevant to their work?
11. Are programs in place for instruction/training when contractors must work in sensitive areas?
12. Are protocols in place for segregating unprocessed products from processed products?
13. Are processing systems, including automatic control systems, secure? Are individuals with access to control systems identified?

14. Is there a plan that addresses the deliberate mixing of processed and unprocessed product (e.g., retort by pass)?

## **X. Transport Security Procedures**

1. Have security procedures been developed and implemented for drivers when docking or stopping for meals, gas, breakdowns, etc.?
2. Are there predetermined protocols for drivers when faced with suspicious circumstances?
3. Is there a requirement that drivers keep trailers locked down at all times?
4. Is there a capability for verification of driver location and load at any time?
5. Do you have a policy for off-hour deliveries to ensure prior notice of such deliveries and require the presence of an authorized individual to verify and receive the shipment?
6. Are you examining packaging integrity of all incoming shipments at the receiving dock for evidence of tampering?
7. Are you requiring advance notification (by phone, e-mail, fax) from suppliers for all incoming deliveries? Notification should include pertinent details about the shipment, including the name of the driver.
8. Are your loading docks secured to avoid unverified or unauthorized deliveries?
9. Are there procedures in place for handling deliveries to this area?
10. Are you giving adequate consideration to assure the integrity of food security measures in the selection of suppliers of meat and non-meat ingredients, compressed gas, packaging materials and labels?
11. Are all incoming raw materials, packaging, processing aids and chemicals inspected for signs of tampering or other anomalies?

12. Are “Accept” and “Reject” criteria for all incoming materials well understood by anyone signing for or receiving products, including courier packages of minor ingredients or laboratory materials?
13. Are all deliveries checked against the orders made by the company?
14. Does incoming materials have clear, legible lot codes for traceability?
15. Are new suppliers thoroughly investigated for their food security programs and are the food security programs of existing suppliers known and acceptable?
16. Do you have accountability programs, such as “sign-off sheets” for all restricted ingredients and do only only trained, authorized personnel handle highly restricted ingredients?
17. Are all lot codes for incoming ingredients, processing aids and packaging materials identified on production records to ensure that products are traceable from inputs to finished products?

## **XI. Water and Ice Supply Security**

1. Is the security of well systems reviewed monthly and samples taken at several locations within the plant for microbiological checks? Have you established a schedule for chemical analysis and analysis for parasites?
2. Have municipally supplied water system procedures been reviewed and samples taken within the plant at several locations on a regular basis to verify microbiological and chemical safety?
3. Does your in-plant ice-making equipment and ice storage facilities have controlled access?
4. Do you inspect the potable and non-potable water lines in food processing areas periodically for possible tampering?

5. In the event the potability of the public water supply in your facility is compromised, does your plant have a plan in place to immediately notify local health officials?

## **XII. Mail Handling Security**

1. Do you have a separate mail handling facility or room away from in-plant food production/processing operations?
2. Are your mail handlers trained to recognize and handle suspicious pieces of mail using U.S. Post Office guidelines?

## **XIII. Personnel Security**

1. Do you have a system of positive identification/recognition of all plant employees in place.?
2. Do you have procedures established for controlling entry of employees into the plant during both working and non-working hours?
3. Are only designated employees allowed in sensitive CCP areas or areas where the product is open to contamination?
4. Are new hires (seasonal, temporary, permanent, and contract workers) subjected to background checks before hiring? Are work references, addresses and phone numbers supplied by the employee on the application form verified by management?
5. Are employees allowed to work prior to verification checks?
6. Are employees trained in the security policies and procedures of the company?
7. Is there a system for employee identification, such as photo IDs?
8. Are there methods in place, such as color-coded uniforms or coded badges, to make it obvious when employees move to areas of the facility other than where they normally work?

9. If a hiring source is used, are their recruitment methods known?
10. Are you giving orientation training on security procedures to all plant employees?
11. Does the orientation program include instructions for employees that may be threatened, or that suspect wrong doing or product tampering by other employees?
12. Upon the termination of an employee, do you have procedures in place to immediately restrict access to the facility by this individual?
13. Is access to any company provided parking facility monitored? Is the area segregated from production areas, storage, utilities, fuel tanks, etc. by adequate security fencing or otherwise?
14. Are utensils such as knives distributed and accounted for on a daily basis?
15. Does each department keep a roster of employees working on any given day?
16. Does your plant establish and enforce a policy on what personal items may and may not be allowed inside the plant and within production areas?  
Toolboxes and other containers brought into the plant should be inspected prior to entry.
17. Do you have a clearly written visitor policy with "Sign-in" and "Sign-out" requirements in place?
18. Do all your visitors, especially trades people supply identification?
19. Are visitors accompanied by plant personnel while in the plant?
20. Are all secondary doors, windows and entrances secured to prevent unauthorized entry?

#### **XIV. Laboratory Control and Safety**

1. Do you maintain an up-to-date inventory of all hazardous laboratory chemicals and solvents and are these materials securely locked?

2. Are all positive pathogen culture controls kept locked?
3. Are mercury thermometers accounted for on a daily basis?
4. Do you ensure only sample collection laboratory materials are permitted on the manufacturing floor?

#### **XV. Emergency Procedures**

1. Do company procedures for evacuation of the facility if necessary (bomb threat, fire, flood, chemical spill, etc.) include provisions to prevent product tampering during the evacuation process?
2. Have procedures been established with community emergency personnel to assure proper access to the facility during an emergency while still preventing public access?
3. Are there provisions in the programs to deal with onlookers or media representatives that may be present during an emergency situation?

#### **XVI. Confidentiality**

1. Are food security details kept confidential? How?

### **COMMENTS OR RECOMMENDATIONS**

Please refer any comments or recommendations to:

Defense Supply Center Philadelphia  
DSCP-HSQ (Food Security Checklist)  
700 Robbins Ave  
Philadelphia, PA 19111-5092

Phone: 215-737-7770

Fax: 215-737-7526

E-mail: joseph.goldsmith@dla.mil