

**ORDER FOR SUPPLIES OR SERVICES**

PAGE 1 OF

1. CONTRACT/PURCH ORDER/AGREEMENT NO. SP0300-02-M-Z108		2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) <i>2002 04 16</i>		4. REQUISITION/PURCH REQUEST NO. ARS000-1338-0002		5. PRIORITY D0-C1	
6. ISSUED BY Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111-5098 DSCP-HRAA, F. TALLENT 215-737-2969				7. ADMINISTERED BY (If other than 6)		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR NAME AND ADDRESS Sopakco Packaging 118 S. Cypress Street PO Box 1047 Mullins, SC 29574		CODE 6D623		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) see schedule		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
						12. DISCOUNT TERMS Net 30 days		13. MAIL INVOICES TO THE ADDRESS IN BLOCK 15	
14. SHIP TO see schedule				15. PAYMENT WILL BE MADE BY DFAS Columbus Center Attn: DFAS-FVSCBB/CA P.O. Box 182317 Columbus, OH 43218-6260		CODE S33150		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. DELIVERY/ CALL This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
16. TYPE OF ORDER PURCHASE <input checked="" type="checkbox"/> Reference your <b>offer dated April 12, 2002</b> furnish the following on terms specified herein.									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									

NAME OF CONTRACTOR \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TYPED NAME AND TITLE \_\_\_\_\_ DATE SIGNED (YYYYMMDD) \_\_\_\_\_

If this box is marked, supplier must sign Acceptance and return the following number of copies: \_\_\_\_\_

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
SG 97X4930.5CS0 01 26.0 S33150

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
0001AA	Food Packet Survival, Aircraft, Life Raft 8970-01-028-9406	8,964	EA	\$0.90500	\$8,112.42
0001AB		8,964	EA	\$0.94390	\$8,461.12

**ORIGINAL**

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA BY: <i>James A. Lecollier</i> <b>JAMES A. LECOLLIER</b> CONTRACTING/ORDERING OFFICER		25. TOTAL \$16,573.54	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP. NO.		28. D.O. VOUCHER NO.	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>		32. PAID BY	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMOUNT VERIFIED CORRECT FOR	
37. RECEIVED AT		38. RECEIVED BY (Print)		34. CHECK NUMBER	
39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		35. BILL OF LADING NO.	
		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

SP0300-02-M-Z108  
Sopakco Packaging

P 2

Section "B" - Supply Schedule

0001 Food Packet Survival, Aircraft, Life Raft  
NSN 8970-01-028-9406

Line Item	Dest	Del. Date	Qty	Unit Price	Amount
0001AA	DD Mech SW3100	25 June 2002	8,964 EA	\$0.9050	\$8,112.42
0001AB	DD Tracey SW 3200	25 June 2002	8,964 EA	\$0.9439	\$8,461.12
				Total	\$16,573.84

FOB: Destination  
Inspection: Origin  
Acceptance: Destination  
Variation in Quantity: +/- 5/0 %

**FAST PAY APPLIES**

**REQUEST FOR QUOTATION**  
ARS000-1338-0002

0001 NSN 8970-01-028-9406  
Food Packet, Survival  
Aircraft, Life Raft, Regular, Individual, 2 Bars  
fruit tablets and 2 packets of candy coated  
chewing gum, packaged in a laminated bag, CID  
A-A-20331, type 1, style A, Class 1

<u>LINE</u> <u>ITEM</u>	<u>DEST</u>	<u>DELIVERY</u>	<u>TPK</u>	<u>QTY</u>	<u>UNIT</u> <u>PRICE</u>	<u>DOLLAR</u> <u>VALUE</u>
0001AA	DD N.Cumb.	18 APR 02	1	8,964	PZ	_____
0001AB	DD Tracy	18 APR 02	1	8,964	PZ	_____
Total Dollar Value						_____

FOB: Destination  
Inspection: Origin  
Acceptance: Destination

Response Date: 31 JAN 2002

Send response-to: Defense Supply Center Philadelphia  
HRAA- 6B098  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

If you need additional information contact: Frank Tallent 215-737-2969

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**NOTICE**

The DSCP Small Purchase Master Solicitation (SPMS), DSCP Form 3562, dated Jan 1992 is hereby incorporated by reference. Any self-activating clause in the SPMS, which by its applicability statement is appropriate to this order, is hereby incorporated. In addition, the clauses listed below, if marked with an "X" in the square provided, apply to this order. Some of the clauses are printed in full text, others are included by reference from either the SPMS, the Federal Acquisition Regulation (FAR) or the Defense Federal Acquisition Regulation Supplement (DFARS). Upon request, the complete text of each of the clauses included herein by reference is available from the Defense Supply Center Philadelphia. Each clause incorporated by reference shall have the same force and effect as if it were set forth in full text.

**INCORPORATION BY REFERENCE OF MASTER SOLICITATION**

**N CLAUSE**

- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> 52.211-9P09 | <input type="checkbox"/> 52.246-9P02            |
| <input type="checkbox"/> 52.211-9P10 | <input type="checkbox"/> 52.246-9P07            |
| <input type="checkbox"/> 52.211-9P36 | <input checked="" type="checkbox"/> 52.246-9P30 |
| <input type="checkbox"/> 52.213-9P01 | <input type="checkbox"/> 52.247-9P06            |
| <input type="checkbox"/> 52.229-9P02 | <input type="checkbox"/> 52.252-9P01            |
| <input type="checkbox"/> 52.229-9P03 | <input type="checkbox"/> DSCP FORM 4075         |
| <input type="checkbox"/> 52.242-9P03 | <input type="checkbox"/> MIL-STD 964            |
| <input type="checkbox"/> 52.242-9P16 |   |

Para (b) Property Administration Applies; para (b)(2) ATTN: DSCP-\_\_\_\_\_

THE FOLLOWING CHANGES ARE HEREBY MADE TO DSCP SMALL PURCHASE MASTER SOLICITATION, DSCP FORM 3562, JAN 92:

A. DSCP Clause 52.210-9P07, CHARGES FOR REMARKING, REPACKING, REPACKAGING, RECRATING AND REPALLETIZATION (JAN 1992), is deleted.

B. DSCP Clause 52.245-9P03, PROVISIONS RELATING TO MATERIAL TO BE FURNISHED BY THE GOVERNMENT (C&T BAILMENT SYSTEM) (JAN 1992), is revised as follows:

1. Change the date to JAN 1997.
2. Change the address in the first sentence of paragraph (d) to the following:

Defense Supply Center Philadelphia  
700 Robbins Avenue  
Philadelphia, PA 19111-5092  
ATTN: Material Accountability Section  
Directorate of Clothing and Textiles  
DSCP-CRDA-1

3. Change the office symbol for the Material Accountability Section, as contained in paragraphs (g)(3)(iii)(B) and (C), from DSCP-FRDA-1 to DSCP-CRDA-1.

C. DSCP Clause 52.247-9P10, INSTRUCTIONS FOR DIRECT VENDOR SHIPMENT TO DEFENSE DEPOT MECHANICSBURG, DEFENSE DEPOT TRACY AND CENTRAL DISTRIBUTION CENTERS GERMERSHEIM AND LAKENHEATH (JAN 1992) is revised as follows:

1. The date of the clause is changed to JAN 1994.
2. Change the applicability statement to read "(Applicable to L-Coded Shipments)".
3. Change the telephone numbers at paragraph (b)(1) to read "(717) 790-3028" for Mechanicsburg and "(209) 832-9392" for Tracy.

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

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the contracting office. Protests filed with the activity should be addressed to the contracting officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The contracting officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision on the initial protest; it is not a review of a contracting officer's decision on a protest 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.

**CLAUSES SET FORTH IN FULL**

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR, DFARS, AND D.L.s - <http://www.acq.osd.mil/dp/dars/>  
DLAD, PROCLTRs AND FAR/DFARS DEVs -  
<http://dlanet.dla.mil/procregs/regs.htm>

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

FAR, DFARS, AND D.L.s - <http://www.acq.osd.mil/dp/dars/>  
DLAD, PROCLTRs AND FAR/DFARS DEVs -  
<http://dlanet.dla.mil/procregs/regs.htm>

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

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, packing, or allowances in manufacturing processes; and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to: Percent increase \_\_\_\_\_.

Percent decrease \_\_\_\_\_.

This increase or decrease shall apply to:

- 1. Each contract subline item number (e.g., 0001AA)
- 2. The following contract subline item numbers:

52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 767j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\*The Contractor shall insert the name of the substance(s).

The following FAR provisions are incorporated by reference only when checked:

- 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)
- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996); or
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996) ALTERNATE I (OCT 1995)

The following FAR clauses are incorporated by reference in all solicitations and contracts:

52.222-3 CONVICT LABOR (AUG 1996)

52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

52.232-11 EXTRAS (APR 1984)

52.232-25 PROMPT PAYMENT (JUN 1997)

1. The following time frames apply to the fill-ins contained in this clause:

Para (a)(6)(i): 7th day

Para (b)(2): 7th day for progress payments and 14th day for interim payments on cost type contracts.

52.233-1 DISPUTES (DEC 1998)

52.233-3 PROTEST AFTER AWARD (OCT 1995)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

The following clauses apply only when checked:

- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING DEBARRED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.211-5 MATERIAL REQUIREMENTS (OCT 1997)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
- 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)
- 52.213-1 FAST PAYMENT PROCEDURE (FEB 1998)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (FEB 1999)
- 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

- 52.228-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
- 52.242-10 F.O.B. ORIGIN-GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)
- 52.245-1 PROPERTY RECORDS (APR 1984)
- 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
- 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)
- 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)
- 52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (JUN 1988)
- 52.247-34 F.O.B DESTINATION (NOV 1991)
- 52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS-SHIPMENTS TO DoD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (APR 1984)
- 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)
- 52.248-1 VALUE ENGINEERING (MAR 1989) (DEVIATION) ALTERNATE III (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

The following DFARS clauses are incorporated by reference when checked:

- 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)
- 252.219-7009 SECTION 8(a) DIRECT AWARD (JUN 1998)
- 252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998) DFARS
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
- 252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) (MAR 1998)
- 252.225-7036 BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT-BALANCE OF PAYMENTS PROGRAM (MAR 1998)

OR

- 252.225-7036 NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT-BALANCE OF PAYMENTS PROGRAM (MAR 1998 ) ALTERNATE I (MAR 1998)
- 252.225-7037 DUTY-FREE ENTRY ELIGIBLE END PRODUCTS (MAR 1998))
- 252,232-7009 ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998)

The following NOTICE TO CONSIGNEE applies only when checked:

This contract/order contains the clause at 52.213-1, Fast Payment Procedure. The contractor shall mark outer shipping containers "FAST PAY".

**CONSIGNEE'S NOTIFICATION TO PURCHASING ACTIVITY OF NONRECEIPT, DAMAGE, OR NONCONFORMANCE**

The consignee shall notify the purchasing office promptly after the specified date of delivery of supplies not received, damaged in transit, or not conforming to specifications of the purchase order. Unless extenuating circumstances exist, the notification should be made not later than 60 days after the specified date of delivery.

The following Federal Acquisition Regulation (FAR) clause applies only when checked:

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.  
[If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level standards.]

The following Defense FAR Supplement (DFARS) clause is incorporated by reference only when checked:

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 1999)

The following DSCP clause applies to all acquisitions that include the clause at DFARS 252.246-7000

52.246-9P27 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS  
(DD FORM 250) ( JAN 1992)

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

\*(b) The Inventory Clerk copy shall be mailed in a separate envelope to  
marked for ATTN: DSCP- HRAA Inventory Clerk

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

NOTE: When both paragraphs (a) and (b) included a DSCP attention code, the Contractor is required to use one envelop addressed to DSCP-\_\_\_\_\_; however, the top of each form must be annotated with the separate codes appearing in paragraphs (a) and (b) respectively.

The quoter/offor is required to provide information requested by the following provisions:

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;  Offeror is an agency or instrumentality of a Federal, state or local government;

Other. State basis. \_\_\_\_\_

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is \_\_\_\_\_ insert SIC code);

(2) The small business size standard is \_\_\_\_\_(insert size standard);

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

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

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a women-owned small business concern as defined in 13 CFR 124.1002.

(c) Definitions. "Joint Venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals-entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent. "Small business concern," as used in this provision, 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,

52.219-1 (continued)

and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) 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 the stock of which is owned by one or more women; and

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

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998) ALTERNATE I (OCT 1998)

The following paragraph (b)(4) is added to the basic provision for acquisitions expected to exceed \$25,000

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding

[ ] DFARS 252.225-7001 applies, the quoter/offeror shall complete the following certification as appropriate:

1. 252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991) DFARS

(a) Definitions.

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

(b) Evaluation.

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

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

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

Nonqualifying Country End Products

Line Item Number

Country of Origin (if known)

\_\_\_\_\_  
\_\_\_\_\_

2. 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998) DFARS

(a) Does the offeror propose to furnish-

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

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

YES ( )

NO ( )

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

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

YES ( )

NO ( )

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

YES ( )

NO ( )

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

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

[ ] 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998) DFARS

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] 252.225-7035 BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

(a) Definitions. "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product" have the meanings given in the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications.



The offeror must furnish all information requested by the following FAR provisions which represent statutory requirements for certain representations and certifications applicable to contracts exceeding \$10,000.

The following FAR provisions are incorporated in full text:

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (DEVIATION)**

The offeror represents that-

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

**52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

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

## SPECIFICATION/DESCRIPTION

8970-01-028-9406 Food Packet, Survival, Aircraft, Life Raft, regular, individual, two bars of fruit tablets & two packets of candy-coated chewing gum, packaged in a laminated bag, CID A-A-20331, Type I, style A, class 1.

Prime Acquisition Document: Food Packet, Survival, Aircraft Life Raft. Commercial Item Description. A-A-20331, January 2000. USDA.

Date of Pack: Acceptance will be limited to Packet components produced and processed subsequent to date of award. 1/

1/ Date of Pack only applies to new procurements and does not preclude the incorporation of Government Furnished property residual components from being utilized. Proposed use of residual components however, shall be subject to coordination with DSCP-HROS prior to use.

### DEFINITIONS

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

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

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

The procedures contained in the "Integrated Pest Management (IPM) Program requirements for operational rations" December 1998, and the "Contractor Sanitation Program - Operational Rations"; December 1998 are required and apply to all assembly and food component operations, except as exempted in Section E of this document (see attached IPMP & sanitation programs)

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**SECTION C (CONTINUED)**

Sanitary requirements: As required by 48 CFR 246.471-1 subsistence, AR 40-657, veterinary/medical food inspection and laboratory service, DLAR 4155.3, inspections of subsistence supplies and services, clause 52.246-9p31, "Sanitary Conditions (Jan 1992) DPSC" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all operational ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command (VETCOM), or an establishment inspected and approved by the U. S. Department of Agriculture (USDA) or the department of commerce (USDC), and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM operational ration food components and to all operational ration types. Requests for inspection and directory listing by VETCOM will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, Approved Sources Division, VETCOM.

THE FOLLOWING CHANGE(S) APPLY TO: Commercial Item Description Food Packet, Survival, Aircraft Life Raft (there are no changes at this time)

THE FOLLOWING CHANGE(S) APPLY TO: Packaging Requirements and Quality Assurance Provisions for CID A-A-20331, Food Packet, survival, Aircraft Life Raft.

(There are no changes at this time)

THE FOLLOWING CHANGE(S) APPLY TO: Loads, Unit; Preparation of Semiperishable Subsistence Items. DSCP Form 3507, December 1989.

Page 1, Classification, "Type II, Class E", after the word "box" add "tube"

Page 2, General Requirements, Pallets, after "ASME MH1.8M" add "unless otherwise specified herein or by contract."

Page 3, Marking, lines 1 & 3, after the word "two" insert the word "adjacent".

Page 5, Table II, under "Pallets (when applicable)" add the following defect "Unclean 1/"; at the end of Table II add the following footnote:

"1/ Pallets shall be free from foreign material and/or growth(s) such as but not limited to, adhering dirt, filth, mud, mildew, mold etc."

**SECTION C (CONTINUED)**

Page 9, REQUIREMENTS, line 1, after "triple-wall or double-wall Fiberboard box" add "or tube".

Page 11, REQUIREMENTS, line 2, after the word "plywood" insert the word "partial"; line 3, after the word "wood" insert the word "partial".

Page 12, figure 1, under "NOTE", delete the word "FIBERBOARD" add "box or".

Page 14, figure 3, line 2, after the word "FIBERBOARD" add "box or".

Page 15, figure 4, after the word "box", regardless of location, add "or tube".

Page 16, figure 5 under "NOTE" delete the word "Only" and substitute "Or Film Bonded".

**PACKAGING/PACKING/LABELING/UNITIZATION/MARKING**

**PACKAGING:** In accordance with [D-1,A and B] of the Packaging Requirements and Quality Assurance Provisions for A-A-20331 (Food Packet Survival Aircraft Life Raft)

**PACKING:** In accordance with [D-3] of the Packaging Requirements and Quality Assurance Provisions for A-A-20331 (Food Packet Survival Aircraft Life Raft)

**LABELING:** In accordance with [D-2] of the Packaging Requirements and Quality Assurance Provisions for A-A-20331 (Food Packet Survival Aircraft Life Raft)

**MARKING:** In accordance with [D-5] of the Packaging Requirements and Quality Assurance Provisions for A-A-20331 (Food Packet Survival Aircraft Life Raft)

**UNITIZATION:** Shipping cases will be palletized and prepared in unit loads in accordance with Type III, Class G, requirements of DSCP Form 3507 (figure 5).

Wooden Pallets shall be constructed from heat-treated material and certified by an accredited agency recognized by the American Lumber standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Regulations.

For Palletized/Containerized loads, the use of metallic strapping and/or edge protectors is prohibited

**Finished load dimensions (maximum):**

The overall dimensions of Palletized loads shall not exceed 43 inches in length, 52 inches in width, and 54 inches in height (including pallet and cap when required).

**INSPECTION AND ACCEPTANCE**

In accordance with the Packaging Requirements and Quality Assurance Provisions for A-A-20331. (Food Packet, Survival, Aircraft, Life Raft)

**REFERENCE DOCUMENTS**

Marking Instructions for Shipping Cases, Sacks, & Palletized/Containerized Loads of Perishable & Semiperishable Subsistence. DSCP Form 3556, October 2001.

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, December 1998.

Sanitary Requirements for Food Establishments. MIL-STD-3006, August 2000. DoD Standard Practice.

Sampling Procedures & Tables for Inspection by Attributes. ANSI/ASQC Z1.4, 1993.

Commercial Item Description for Chewing Gum, CID A-A-20175A, October 1997.

Commercial Item Description, Candy & Chocolate Confections, A-A-20166A, December 1997.

Standard Specification for Annealed Aluminum & Aluminum-Alloy for Flexible Barrier, Food Contact, and Other Applications. ASTM B 479-00, May 2000.

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

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

Standard Practice for Commercial Packaging. ASTM D 3951-98, November 1998.

Guidelines for Approval of Emergency Provisions for Lifeboats & Liferafts. U. S. Coast Guard (DoT). , May 1996.

Flow Rates of Thermoplastics by Extrusion Plastometer. ASTM D 1238-90B, May 1991.

Standard Specification for Polyethylene Film and Sheeting. ASTM D 2103-97, April 1997.

Food Chemicals Codex, 4<sup>th</sup> edition 1996. Committee on Specifications, National Academy Press

**EVALUATION & AWARD DATA**

**GUARANTEED MAXIMUM SHIPPING WEIGHT & CUBE/CASE**

NSN	TYPE PACK	SIZE	CUBE	WEIGHT
9870-01-028-9406	TPK-2	405 x 301 x 014.5 size Aluminum can	0.14 ft <sup>3</sup>	10 #
	TPK-2	3 x 6 1/2 inch Laminated bag	0.28 ft <sup>3</sup>	8 #

**Product Demonstration Models**

Product Demonstration Models (PDMs) are required in accordance with DLAR 4155.2, DSCP Clause 52.215-9P-4, and the Performance Requirements [C-2] of the Packaging Requirements and Quality Assurance Provisions for Food Packet, Survival, Aircraft Life Raft.

The product shall comply in all respects with the Salient Characteristics specified in A-A-20331, as amended in the Solicitation.

The offeror is required to submit the number/amount of samples called for in the Solicitation. Such samples shall be representative of the product which the offeror proposes to furnish.

Samples, in the number/amount called for in the Solicitation, shall be submitted to the Contracting Officer with the Technical proposal.

Testing of the PDMs shall be conducted by a technical panel in accordance with the tests and inspections of section E of the Packaging Requirements and Quality Assurance Provisions for the Food Packet, Survival, Aircraft Life Raft, as amended in the Solicitation.

For products requiring USDA/USDC/AVI/DCMAO or other origin inspection, *approved samples* shall be submitted to the cognizant inspector/Inspection Activity.

The Government reserves the right to verify the analytical requirements of the product.

Failure of the product for any individual criteria shall result in failure of the product overall.

**SECTION M (CONTINUED)**

**PERIODIC REVIEW SAMPLES**

All food components that are inspected by the USDA will be subject to periodic review sampling and examination/testing during contract production in accordance with the following criteria:

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

Six samples will be sent to:

USDA-AMS, F&V Division  
Processed Products Branch  
P. O. BOX 96456 Rm. 0726 SO. Building  
ATTN: DCIS  
Washington, DC 20090-6456  
(202) 720-4693

Three samples will be sent to:

COMMANDER  
US Army Soldier & Biological/Chemical Command  
Research, Development and Acquisition Enterprise  
ATTN: AMSSB-RCF-F(N)  
Natick, MA 01760-5018  
(508) 233-5907/4402/4743

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11662QAPs  
5 February 2001

## SECTION C

### **PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20331, FOOD PACKET, SURVIVAL, AIRCRAFT LIFE RAFT**

This survival food packet is provided in life rafts of naval aircraft and is used by combat personnel under worldwide environmental extremes.

#### **C-1 ITEM DESCRIPTION**

##### Type, style, and class.

Type I. Two bars of fruit tablets, two packets of candy coated chewing gum tablets, twine, and an instruction sheet.

Style A. Packaged in a laminated bag.

Class 1. Regular.

#### **C-2 PERFORMANCE REQUIREMENTS**

A. Product standard. A sample shall be subjected to first article or product demonstration model inspection, as applicable, in accordance with the tests and inspections of Section E of this Packaging Requirements and Quality Assurance Provisions document.

B. Twine. Twine shall be 8 – 8-<sup>1</sup>/<sub>2</sub> inches long, constructed from 16 or 20 ply, No. 1-8 yarn.

C. Palatability and overall appearance. The finished product shall be equal to or better than the approved product standard in palatability and overall appearance.

**SECTION D**

**D-1 PACKAGING**

A. **Component packaging.** Two tablets of spearmint gum shall be packaged in a cellophane wrapper. Two tablets of peppermint gum shall be packaged in a cellophane wrapper. Each tablet of fruit candy shall be individually wrapped. Ten fruit tablets, of assorted flavors, shall be wrapped to create a bar weighing no less than 1 ounce.

B. **Laminated bags.** Components shall be packaged in a Preformed laminated bag. The bag shall be constructed from heat-sealable barrier material, one layer of which shall be a minimum of 0.00035-inch thick aluminum foil. The bag shall be a flat style pouch having maximum inside dimensions of 3-<sup>1</sup>/<sub>2</sub> inches wide by 7 inches long. The pouch shall be made by heat-sealing three edges with <sup>3</sup>/<sub>8</sub>-inch (-<sup>1</sup>/<sub>8</sub> inch, +<sup>3</sup>/<sub>16</sub> inch) wide seals. The side and bottom seals shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width. A tear notch or serrations will be provided to facilitate opening of the pouch. A 1/8-inch wide lip may be incorporated at the open end of the pouch to facilitate opening and filling of the pouch. The exterior pouch color shall conform to number 20219, 30219, 30227, 30279, 30313, 30324 or 30450 of FED-STD-595, Colors Used in Government Procurement. Excess air shall be expelled and the bag closed by heat sealing. The closure seal shall be free of foldover wrinkles or entrapped matter that reduces the effective closure seal width to less than 1/16 inch. The average seal strength shall be not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects. The filled and sealed pouch shall not leak.

**D-2 LABELING**

A. **Packet.** Each packet shall be printed or stamped on the bag, in a manner that does not damage the item, with permanent black ink or any other contrasting color that is free of carcinogenic elements. The information may be located anywhere on the bag (in one complete print), except the closure seal area. The label shall contain the following information:

FOOD PACKET, SURVIVAL, AIRCRAFT, LIFE RAFT  
Date 1/  
Contractor's name and address

1/ Each packet shall have the date of pack noted by using a four-digit code beginning with the final digit of the current year followed by the three digit Julian day code. For example, 30 January 2001 would be coded as 1030. The Julian day code shall represent the day the product was packaged into the bag.

B. **Instructions.** The following instructions shall be printed on a sheet of paper and provided in each packet:

"The food in this survival packet will be beneficial even when water supply is limited. When consumed in one day, these foods will maintain survival efficiency. Do not get items wet. Keep unused items in bag."

SECTION D (CONTINUED)

**D-3 PACKING**

A. Packing. Thirty-six packets shall be packed in a fiberboard shipping container constructed in accordance with style RSC, grade V3c of ASTM D 5118, Standard Practice for Fabrication of Fiberboard Shipping Boxes. Each container shall be securely closed in accordance with ASTM D 1974, Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers.

**D-4 UNITIZATION**

A. Shipping cases will be palletized and prepared in unit loads in accordance with DSCP Form 3507, as amended in the Solicitation

**D-5 MARKING**

A. Shipping containers and unit loads. Shipping containers and unit loads shall be marked in accordance with DPSC Form 3556, Marking Instructions for Shipping Cases, Sacks and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence.

## SECTION E INSPECTION AND ACCEPTANCE

The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are required. When required, the manufacturer shall provide the certificate(s) of conformance to the appropriate inspection activity. Certificate(s) of conformance not provided shall be cause for rejection of the lot.

### A. Definitions.

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

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

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

### B. Classification of inspections. The inspection requirements specified herein are classified as follows:

(1) Product standard inspection. The first article or product demonstration model shall be inspected in accordance with the provisions of this document and evaluated for overall appearance and palatability. Any failure to conform to the performance requirements or any appearance or palatability failure, shall be cause for rejection of the lot. The approved first article or product demonstration model shall be used as the product standard for periodic review evaluations. All food components that are inspected by the USDA shall be subject to periodic review sampling and evaluation. The USDA shall select sample units during production of contracts and submit them to the following address for evaluation:

US Army Soldier & Biological Chemical Command  
Soldiers System Ctr., Natick Soldier Center  
Attn: AMSSB-RCF-F(N)  
15 Kansas Street  
Natick, MA 01760-5018  
(508) 233-5907/4402/4743

**SECTION E (CONTINUED)**

One lot shall be randomly selected during each calendar month of production. Six (6) sample units of each item produced shall be randomly selected from that one production lot. The six (6) sample units shall be shipped to Natick within two (2) working days upon completion of all USDA inspection requirements. The sample units will be evaluated for the characteristics of appearance, odor, flavor, texture and overall quality. Failure of samples to conform to all such characteristics may be cause for rejection.

(2) Conformance inspection. Conformance inspection shall include the product examination cited in this section.

**E-5 QUALITY ASSURANCE PROVISIONS (PRODUCT)**

A. Product examination. The finished product shall be examined for compliance with the performance requirements specified in A-A-20331 and Section C of this Packaging Requirements and Quality Assurance Provisions document utilizing the double sampling plans indicated in ANSI/ASQC Z1.4-1993. The lot size shall be expressed in packets. The sample unit shall be the contents of one packet. The inspection level shall be S-3 and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 1.5 for major defects and 4.0 for minor defects. Defects and defect classifications are listed in Table I.

TABLE I. Product defects 1/ 2/

Category	Defect
<u>Major</u>	<u>Minor</u>
101	Not type, style, or class specified.
102	Missing or unserviceable component.
103	Not clean.
104	Instructions missing, incorrect or illegible.
105	Gum packet does not contain two tablets.
106	Candy tablets not individually wrapped.
	201 Twine not as specified.
	202 Gum tablets not packaged in cellophane.
	203 Gum not peppermint flavored and not spearmint flavored.
	204 Gum sticky, grainy, flabby or stringy.
	205 Gum weighs less than 1.3 grams.
	206 Gum coating incomplete, pitted, cracked or discolored.
	207 Candy not assorted flavors.
	208 Overwrapped bar does not contain 10 fruit tablets.
	209 Fruit tablet bar weighs less than one ounce.

SECTION E (CONTINUED)

1/ The presence of any foreign material such as but not limited to dirt, insect parts, hair, wood, glass, metal, or mold, or the presence of any foreign odors or flavors such as but not limited to burnt, scorched, rancid, sour, or stale shall be cause for rejection of the lot.

2/ Finished product not equal to or better than the approved product standard in overall appearance shall be cause for rejection of the lot.

**E-6 QUALITY ASSURANCE PROVISIONS (PACKAGING AND PACKING MATERIALS)**

A. Packaging.

(1) Unfilled Preformed package certification. A certification of conformance may be accepted as evidence that unfilled packages conform to the requirements specified in D-1,B. When deemed necessary by the USDA, testing of the unfilled Preformed pouches for seal strength shall be as specified in E-6,A,(3),a.

(2) Filled and sealed packet examination. The filled and sealed packets shall be examined for the defects listed in table II. The lot size shall be expressed in packets. The sample unit shall be one packet. The inspection level shall be I and the AQL, expressed in terms of defects per hundred units, shall be 0.65 for major defects and 2.5 for minor defects.

TABLE II. Filled and sealed packet defects 1/

Category		Defect
<u>Major</u>	<u>Minor</u>	
101		Tear, hole, or open seal.
102		Unclean. 2/
103		Bag has foreign odor.
104		Bag leaks.
105		Seal width less than 1/16 inch. 3/
106		Presence of delamination. 4/
107		Any impression or design on the heat-seal surfaces which conceals or impairs visual detection of seal defects. 5/
	201	Label missing, incorrect, or illegible.
	202	Presence of delamination. 4/
	203	Tear notch or serrations missing or do not facilitate opening.

SECTION E (CONTINUED)

1/ Any evidence of rodent or insect infestation shall be cause for rejection of the lot

2/ Outer packaging shall be free from foreign matter which is unwholesome, has the potential to cause package damage (for example, glass, metal filings) or generally detracts from the clean appearance of the package. The following examples shall not be classified as defects for unclean:

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

b. Localized dried product which affects less than 1/8 of the total surface area of one package face, or an aggregate of scattered dried product which affects less than 1/4 of the total surface area of one package face.

3/ The effective closure seal is defined as any uncontaminated, fusion bonded, continuous path, minimum 1/16-inch wide, from side seal to side seal that produces a hermetically sealed pouch.

4/ Delamination defect classification:

Major - Delamination of the outer ply in the pouch seal area that can be propagated to expose aluminum foil at the food product edge of the pouch after manual flexing of the delaminated area. To flex, the delaminated area shall be held between the thumb and forefinger of each hand with both thumbs and forefingers touching each other. The delaminated area shall then be rapidly flexed 10 times by rotating both hands in alternating clockwise- counterclockwise directions. Care shall be exercised when flexing delaminated areas near the tear notches to avoid tearing the pouch material. After flexing, the separated outer ply shall be grasped between thumb and forefinger and gently lifted toward the food product edge of the seal or if the separated area is too small to be held between thumb and forefinger, a number two stylus shall be inserted into the delaminated area and a gentle lifting force applied against the outer ply. If separation of the outer ply can be made to extend to the product edge of the seal with no discernible resistance to the gentle lifting, the delamination shall be classified as a major defect. Additionally, spot delamination of the outer ply in the body of the pouch that is able to be propagated beyond its initial borders is also a major defect. To determine if the laminated area is a defect, use the following procedure: Mark the outside edges of the delaminated area using a bold permanent-marking pen. Open the pouch and remove the contents. Cut the pouch transversely not closer than 1/4 inch ( $\pm 1/16$  inch) from the delaminated area. The pouch shall be flexed in the area in question using the procedure described above. Any propagation of the delaminated area, as evidenced by the delaminated area exceeding the limits of the outlined borders, shall be classified as a major defect.

SECTION E (CONTINUED)

Minor - Minor delamination of the outer ply in the pouch seal area is acceptable and shall not be classified as a minor defect unless it extends to within 1/16 inch of the food product edge of the seal. All other minor outer ply delamination in the pouch seal area or isolated spots of delamination in the body of the pouch that do not propagate when flexed as described above shall be classified as minor defects.

5/ If doubt exists as to whether or not the sealing equipment leaves an impression or design on the closure seal surface that could conceal or impair visual detection of seal defects, samples shall be furnished to the contracting officer for a determination as to acceptability.

(3) Seal testing. The pouch seals shall be tested for seal strength as required in a or b, as applicable.

a. Unfilled Preformed pouch seal testing. The seals of the unfilled Preformed pouch shall be tested for seal strength in accordance with ASTM F 88, Seal Strength of Flexible Barrier Materials. The lot size shall be expressed in pouches. The sample size shall be the number of pouches indicated by inspection level S-1. Three specimens shall be cut from each of the three sealed sides of each pouch in the sample. The average seal strength of any side shall be calculated by averaging the results of the three specimens cut from that side. Any average seal strength of less than 6 pounds per inch of width or any test specimen with a seal strength of less than 5 pounds per inch of width shall be cause for rejection of the lot.

b. Pouch closure seal testing. The closure seals of the pouches shall be tested for seal strength in accordance with ASTM F 88. The lot size shall be expressed in pouches. The sample size shall be the number of pouches indicated by inspection level S-1. For the closure seal on Preformed pouches, three adjacent specimens shall be cut from the closure seal of each pouch in the sample. The average seal strength of any side, end or closure shall be calculated by averaging the three specimens cut from that side, end or closure. Any average seal strength of less than 6 pounds per inch of width or any test specimen with a seal strength of less than 5 pounds per inch of width shall be cause for rejection of the lot.

(4) Package leakage. The filled and sealed pouch shall be examined by submerging in water contained in a desiccator or other suitable container and maintaining a vacuum of 15 inches of mercury for at least 30 seconds. A leak is indicated by a steady progression of bubbles. Isolated bubbles caused by entrapped air are not considered a sign of leakage. Any leak shall be cause for rejection of the lot.

SECTION E (CONTINUED)

B. Packing.

(1) Shipping container and marking examination. The filled and sealed shipping containers shall be examined for the defects listed in table III below. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container fully packed. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for total defects.

TABLE III. Shipping container and marking defects

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

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

C. Unitization.

(1) Unit load examination. The unit load shall be examined in accordance with the requirements of DSCP Form 3507. Any nonconformance shall be classified as a major defect and shall be cause for rejection of the lot.

**SECTION J REFERENCE DOCUMENTS**

Marking Instructions for Shipping Cases, Sacks, & Palletized/Containerized Loads of Perishable & Semiperishable Subsistence. DSCP Form 3556, October 2001.

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, December 1998.

Sanitary Requirements for Food Establishments. MIL-STD-3006, August 2000. DoD Standard Practice.

Sampling Procedures & Tables for Inspection by Attributes. ANSI/ASQC Z1.4, 1993.

Commercial Item Description for Chewing Gum, CID A-A-20175A, October 1997.

Commercial Item Description, Candy & Chocolate Confections, A-A-20166A, December 1997.

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