

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED OR UNDER DPAS (15 CFR 350)	RATING D0-C1	PAGE OF 1	PAGES 78
	2. CONTRACT (Proc. Inst. Ident.) NO. SP0300-00-D-Z208	3. EFFECTIVE DATE AUG 29 2000	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	

5. ISSUED BY Defesne Supply Center Philadelphia Directorate of Subsistence, Bldg 6 700 Robbins Avenue Philadelphia, Pa 19111-5092 Carol A. DePrisco 215-737-3833	CODE SP0300	6. ADMINISTERED BY (If other than Item 5)	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Sopakco 118 South Cypress Street PO Box 1047 Mullins, SC 29574	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT

CODE 06D623	FACILITY CODE	10. SUBMIT INVOICES (4 copies unless otherwise specified) ADDRESS SHOWN IN:	ITEM
11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY DFAS Columbus Center ATTN: DFAS-CO-SEPS PO Box 18237 Columbus, OH 43218-6260	CODE S33150

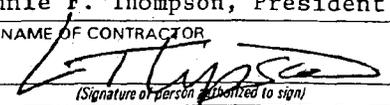
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) <input type="checkbox"/> 41 USC 253(c)	14. ACCOUNTING AND APPROPRIATION DATA SG 97 X 4930.5CS0 01 26.0 S33150
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Various Polymeric Traypack Ration Items See Schedule on Pages 3 thru Base Year plus Option Years 1 thru 4				
15G. TOTAL AMOUNT OF CONTRACT					\$5,045,654.60

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

7. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP0300-00-R-7002, Amend 1 to 11, BAFO 8/1/00, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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9A. NAME AND TITLE OF SIGNER (Type or print) Lonnie F. Thompson, President	20A. NAME OF CONTRACTING OFFICER DAWN K. LEASON
9B. NAME OF CONTRACTOR  (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
19C. DATE SIGNED 9-22-00	20C. DATE SIGNED 8/29/00

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 2002.
Option Year 1: 1 Mar 2002 thru 28 Feb 2003
Option Year 2: 1 Mar 2003 thru 28 Feb 2004
Option Year 3: 1 Mar 2004 thru 29 Feb 2005
Option Year 4: 1 Mar 2005 thru 28 Feb 2006

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).

D. The following line items are unrestricted. All prices shall be F.O.B. Destination to the following:

1. Mechanicsburg Defense Depot
Mechanicsburg, PA 17055-0789
2. Tracy Defense Depot
Tracy, CA 95376-5000

SECTION B - 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.

The effective period of the base years is from Date of Award through 28 Feb 02.

BASE YEAR QUANTITIES AND PRICES:

**POTATOES, DICED, IN SAUCE, SHELF STABLE, cooked, 5 lb 10oz (2.55 kg) net wt, polymeric tray, MIL-P-44234 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN #8940-01-455-1877**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0005	DD Mech	1	DEST	EA	16,614	\$6.9367	\$115,246.33
0006	DD Tracy	1	DEST	EA	0	\$7.5703	\$0.00

**POTATOES W/BACON PIECES IN SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44239 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1871**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0011	DD Mech	1	DEST	EA	16,614	\$10.7425	\$178,475.90
0012	DD Tracy	1	DEST	EA	0	\$11.3761	\$0.00

**CHICKEN BREAST IN GRAVY, SHELF STABLE, cooked, not less than 18 intact breast halves, w/o skin, 5 lb 15 oz (2.69 kg) net wt, polymeric tray, MIL-C-44295 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-5737**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0015	DD Mech	1	DEST	EA	0	\$19.8177	\$0.00
0016	DD Tracy	1	DEST	EA	11,622	\$20.4513	\$237,685.01

SECTION B - SUPPLIES OR SERVICES AND PRICES
BASE YEAR (CONT'D)

APPLE DESSERT, SHELF STABLE, apple slices, cooked in a spicy sauce, 6 lb 2 oz (2.78 kg) net wt, polymeric tray, MIL-A-44255 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1876

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0017	DD Mech	1	DEST	EA	12,932	\$10.5217	\$136,066.62
0018	DD Tracy	1	DEST	EA	0	\$11.1553	\$0.00

BEANS WITH RICE AND BACON, SHELF STABLE, cooked, 5 lb 8 oz (2.49 kg) net wt, polymeric tray, MIL-B-44478 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1885

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0021	DD Mech	1	DEST	EA	16,806	\$7.7860	\$130,851.52
0022	DD Tracy	1	DEST	EA	0	\$8.4196	\$0.00

RICE ORIENTAL STYLE, SHELF STABLE, cooked, 5 lb 6 oz (2.44 kg) net wt, polymeric tray, MIL-R-44473 as modified to include polymeric tray, CTR 11 Jan 00
NSN: #8940-01-455-1874

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0027	DD Mech	1	DEST	EA	14,310	\$10.0164	\$143,334.68
0028	DD Tracy	1	DEST	EA	0	\$10.5470	\$0

SPAGHETTI WITH MEATBALLS IN SAUCE, SHELF STABLE, cooked, 5 lb 11 oz (2.58 kg) net wt, polymeric tray, MIL-S-44341 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1880

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0029	DD Mech	1	DEST	EA	0	\$12.5448	\$0.00
0030	DD Tracy	1	DEST	EA	11,622	\$13.1784	\$153,159.36

WHITE RICE, SHELF STABLE, cooked, long grain, 5 lb 8 oz (2.494 kg) net wt, polymeric tray, MIL-R-44274 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN #8940-01-445-5736

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0033	DD Mech	1	DEST	EA	25,133	\$6.9078	\$173,613.74
0034	DD Tracy	1	DEST	EA	0	\$7.5414	\$0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
BASE YEAR (CONT'D)

SWEET POTATOES, GLAZED, SHELF STABLE, cooked, processed from fresh sweet potatoes, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44241 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1878

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0043	DD Mech	1	DEST	EA	8,499	\$12.5642	\$106,783.14
0044	DD Tracy	1	DEST	EA	0	\$13.1978	\$0.00

BEEF STEW, SHELF STABLE, cooked, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, MIL-B-44294 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1875

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0045	DD Mech	1	DEST	EA	10,955	\$14.6090	\$160,041.60
0046	DD Tracy	1	DEST	EA	0	\$15.2426	\$0.00

OMELET WITH BACON AND CHEESE, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-O-44248, as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-470-3145

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0053	DD Mech	1	DEST	EA	33,408	\$11.3003	\$377,520.42
0054	DD Tracy	1	DEST	EA	0	\$11.9338	\$0.00

SCRAMBLED EGGS, PLAIN, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-S-44254, as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-470-3097

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0055	DD Mech	1	DEST	EA	4,992	\$10.0420	\$50,129.66
0056	DD Tracy	1	DEST	EA	0	\$10.6756	\$0.00

CHICKEN WITH VEGETABLES IN TERIYAKI SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, PCR-C-033 dtd 29 Nov 99
NSN: #8940-01-470-3181

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0059	DD Mech	1	DEST	EA	0	\$15.5231	\$0.00
0060	DD Tracy	1	DEST	EA	5,811	\$16.1566	\$93,886.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
BASE YEAR (CONT'D)

**POTATOES, MASHED, WITH GRAVY, SHELF STABLE, COOKED, 5 lb 13 oz (2.637 kg) net wt polymeric tray
PCR-M-007**

NSN: #8940-01-471-6856

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0063	DD Mech	1	DEST	EA	2,688	\$9.3601	\$25,159.95
0064	DD Tracy	1	DEST	EA	0	\$9.9937	0.00

**PORK AND BEANS, SHELF STABLE, cooked, 5 lb 4 oz (2.38 kg) net wt, polymeric tray, MIL-P-44242 as
modified to include polymeric tray CTR dtd 11 Jan 00**

NSN: #8940-01-455-1879

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0067	DD Mech	1	DEST	EA	5,184	\$8.0249	\$41,601.08
0068	DD Tracy	1	DEST	EA	0	\$8.6585	\$0.00

**OMELET WITH SMOKED SAUSAGE AND POTATOES, SHELF STABLE, cooked, 5 lb 14 oz (2.665 kg) net wt,
polymeric tray, PCR-006**

NSN: #8940-01-472-3788

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0071	DD Mech	1	DEST	EA	33,408	\$11.9514	\$399,272.37
0072	DD Tracy	1	DEST	EA	0	\$12.5849	\$0.00

TOTAL ESTIMATED QUANTITY/DOLLAR VALUE 230,598 Trays/\$2,522,827.39

TOTAL MINIMUM QUANTITY DOLLAR VALUE \$2,396,685.90

TOTAL MAXIMUM QUANTITY DOLLAR VALUE \$5,045,654.60

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YR 1

The effective period of Option Year 1 is from March 02 through 28 Feb 03.

OPTION YEAR 1 QUANTITIES AND PRICES:

**POTATOES, DICED, IN SAUCE, SHELF STABLE, cooked, 5 lb 10oz (2.55 kg) net wt, polymeric tray, MIL-P-44234 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN #8940-01-455-1877**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0005	DD Mech	1	DEST	EA	16,614	\$6.9367	\$115,246.33
0006	DD Tracy	1	DEST	EA	0	\$7.5703	\$0.00

**POTATOES W/BACON PIECES IN SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44239 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1871**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0011	DD Mech	1	DEST	EA	16,614	\$10.7425	\$178,475.90
0012	DD Tracy	1	DEST	EA	0	\$11.3761	\$0.00

**CHICKEN BREAST IN GRAVY, SHELF STABLE, cooked, not less than 18 intact breast halves, w/o skin, 5 lb 15 oz (2.69 kg) net wt, polymeric tray, MIL-C-44295 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-5737**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0015	DD Mech	1	DEST	EA	0	\$19.8177	\$0.00
0016	DD Tracy	1	DEST	EA	11,622	\$20.4513	\$237,685.01

**APPLE DESSERT, SHELF STABLE, apple slices, cooked in a spicy sauce, 6 lb 2 oz (2.78 kg) net wt, polymeric tray, MIL-A-44255 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1876**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0017	DD Mech	1	DEST	EA	12,932	\$10.5217	\$136,066.62
0018	DD Tracy	1	DEST	EA	0	\$11.1553	\$0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 1 (CONT'D)

BEANS WITH RICE AND BACON, SHELF STABLE, cooked, 5 lb 8 oz (2.49 kg) net wt, polymeric tray, MIL-B-44478 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1885

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0021	DD Mech	1	DEST	EA	16,806	\$7.7860	\$130,851.52
0022	DD Tracy	1	DEST	EA	0	\$8.4196	\$0.00

RICE ORIENTAL STYLE, SHELF STABLE, cooked, 5 lb 6 oz (2.44 kg) net wt, polymeric tray, MIL-R-44473 as modified to include polymeric tray, CTR 11 Jan 00
NSN: #8940-01-455-1874

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0027	DD Mech	1	DEST	EA	14,310	\$10.0164	\$143,334.68
0028	DD Tracy	1	DEST	EA	0	\$10.5470	\$0

SPAGHETTI WITH MEATBALLS IN SAUCE, SHELF STABLE, cooked, 5 lb 11 oz (2.58 kg) net wt, polymeric tray, MIL-S-44341 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1880

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0029	DD Mech	1	DEST	EA	0	\$12.5448	\$0.00
0030	DD Tracy	1	DEST	EA	11,622	\$13.1784	\$153,159.36

WHITE RICE, SHELF STABLE, cooked, long grain, 5 lb 8 oz (2.494 kg) net wt, polymeric tray, MIL-R-44274 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN #8940-01-445-5736

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0033	DD Mech	1	DEST	EA	25,133	\$6.9078	\$173,613.74
0034	DD Tracy	1	DEST	EA	0	\$7.5414	\$0.00

SWEET POTATOES, GLAZED, SHELF STABLE, cooked, processed from fresh sweet potatoes, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44241 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1878

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0043	DD Mech	1	DEST	EA	8,499	\$12.5642	\$106,783.14
0044	DD Tracy	1	DEST	EA	0	\$13.1978	\$0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 1 (CONT'D)

BEEF STEW, SHELF STABLE, cooked, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, MIL-B-44294 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1875

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0045	DD Mech	1	DEST	EA	10,955	\$14.6090	\$160,041.60
0046	DD Tracy	1	DEST	EA	0	\$15.2426	\$0.00

OMELET WITH BACON AND CHEESE, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-O-44248, as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-470-3145

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0053	DD Mech	1	DEST	EA	33,408	\$11.3003	\$377,520.42
0054	DD Tracy	1	DEST	EA	0	\$11.9338	\$0.00

SCRAMBLED EGGS, PLAIN, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-S-44254, as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-470-3097

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0055	DD Mech	1	DEST	EA	4,992	\$10.0420	\$50,129.66
0056	DD Tracy	1	DEST	EA	0	\$10.6756	\$0.00

CHICKEN WITH VEGETABLES IN TERIYAKI SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, PCR-C-033 dtd 29 Nov 99
NSN: #8940-01-470-3181

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0059	DD Mech	1	DEST	EA	0	\$15.5231	\$0.00
0060	DD Tracy	1	DEST	EA	5,811	\$16.1566	\$93,886.00

POTATOES, MASHED, WITH GRAVY, SHELF STABLE, COOKED, 5 lb 13 oz (2.637 kg) net wt polymeric tray PCR-M-007
NSN: #8940-01-471-6856

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0063	DD Mech	1	DEST	EA	2,688	\$9.3601	\$25,159.95
0064	DD Tracy	1	DEST	EA	0	\$9.9937	0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 1 (CONT'D)

PORK AND BEANS, SHELF STABLE, cooked, 5 lb 4 oz (2.38 kg) net wt, polymeric tray, MIL-P-44242 as modified to include polymeric tray CTR dtd 11 Jan 00
NSN: #8940-01-455-1879

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
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OMELET WITH SMOKED SAUSAGE AND POTATOES, SHELF STABLE, cooked, 5 lb 14 oz (2.665 kg) net wt, polymeric tray, PCR-006
NSN: #8940-01-472-3788

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
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0072	DD Tracy	1	DEST	EA	0	\$12.5849	\$0.00

TOTAL ESTIMATED QUANTITY/DOLLAR VALUE 230,598 Trays/\$2,522,827.39

TOTAL MINIMUM QUANTITY DOLLAR VALUE \$2,396,685.90

TOTAL MAXIMUM QUANTITY DOLLAR VALUE \$5,045,654.60

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 2

The effective period of Option Year 2 is from March 03 through 28 Feb 04.

POTATOES, DICED, IN SAUCE, SHELF STABLE, cooked, 5 lb 10oz (2.55 kg) net wt, polymeric tray, MIL-P-44234 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN #8940-01-455-1877

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0005	DD Mech	1	DEST	EA	16,614	\$6.9367	\$115,246.33
0006	DD Tracy	1	DEST	EA	0	\$7.5703	\$0.00

POTATOES W/BACON PIECES IN SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44239 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1871

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0011	DD Mech	1	DEST	EA	16,614	\$10.7425	\$178,475.90
0012	DD Tracy	1	DEST	EA	0	\$11.3761	\$0.00

CHICKEN BREAST IN GRAVY, SHELF STABLE, cooked, not less than 18 intact breast halves, w/o skin, 5 lb 15 oz (2.69 kg) net wt, polymeric tray, MIL-C-44295 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-5737

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0015	DD Mech	1	DEST	EA	0	\$19.8177	\$0.00
0016	DD Tracy	1	DEST	EA	11,622	\$20.4513	\$237,685.01

APPLE DESSERT, SHELF STABLE, apple slices, cooked in a spicy sauce, 6 lb 2 oz (2.78 kg) net wt, polymeric tray, MIL-A-44255 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1876

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0017	DD Mech	1	DEST	EA	12,932	\$10.5217	\$136,066.62
0018	DD Tracy	1	DEST	EA	0	\$11.1553	\$0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 2 (CONT'D)

BEANS WITH RICE AND BACON, SHELF STABLE, cooked, 5 lb 8 oz (2.49 kg) net wt, polymeric tray, MIL-B-44478 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1885

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0021	DD Mech	1	DEST	EA	16,806	\$7.7860	\$130,851.52
0022	DD Tracy	1	DEST	EA	0	\$8.4196	\$0.00

RICE ORIENTAL STYLE, SHELF STABLE, cooked, 5 lb 6 oz (2.44 kg) net wt, polymeric tray, MIL-R-44473 as modified to include polymeric tray, CTR 11 Jan 00
NSN: #8940-01-455-1874

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0027	DD Mech	1	DEST	EA	14,310	\$10.0164	\$143,334.68
0028	DD Tracy	1	DEST	EA	0	\$10.5470	\$0

SPAGHETTI WITH MEATBALLS IN SAUCE, SHELF STABLE, cooked, 5 lb 11 oz (2.58 kg) net wt, polymeric tray, MIL-S-44341 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1880

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0029	DD Mech	1	DEST	EA	0	\$12.5448	\$0.00
0030	DD Tracy	1	DEST	EA	11,622	\$13.1784	\$153,159.36

WHITE RICE, SHELF STABLE, cooked, long grain, 5 lb 8 oz (2.494 kg) net wt, polymeric tray, MIL-R-44274 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN #8940-01-445-5736

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0033	DD Mech	1	DEST	EA	25,133	\$6.9078	\$173,613.74
0034	DD Tracy	1	DEST	EA	0	\$7.5414	\$0.00

SWEET POTATOES, GLAZED, SHELF STABLE, cooked, processed from fresh sweet potatoes, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44241 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1878

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0043	DD Mech	1	DEST	EA	8,499	\$12.5642	\$106,783.14
0044	DD Tracy	1	DEST	EA	0	\$13.1978	\$0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 2 (CONT'D)

BEEF STEW, SHELF STABLE, cooked, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, MIL-B-44294 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1875

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0045	DD Mech	1	DEST	EA	10,955	\$14.6090	\$160,041.60
0046	DD Tracy	1	DEST	EA	0	\$15.2426	\$0.00

OMELET WITH BACON AND CHEESE, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-O-44248, as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-470-3145

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0053	DD Mech	1	DEST	EA	33,408	\$11.3003	\$377,520.42
0054	DD Tracy	1	DEST	EA	0	\$11.9338	\$0.00

SCRAMBLED EGGS, PLAIN, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-S-44254, as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-470-3097

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0055	DD Mech	1	DEST	EA	4,992	\$10.0420	\$50,129.66
0056	DD Tracy	1	DEST	EA	0	\$10.6756	\$0.00

CHICKEN WITH VEGETABLES IN TERIYAKI SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, PCR-C-033 dtd 29 Nov 99
NSN: #8940-01-470-3181

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0059	DD Mech	1	DEST	EA	0	\$15.5231	\$0.00
0060	DD Tracy	1	DEST	EA	5,811	\$16.1566	\$93,886.00

POTATOES, MASHED, WITH GRAVY, SHELF STABLE, COOKED, 5 lb 13 oz (2.637 kg) net wt polymeric tray PCR-M-007
NSN: #8940-01-471-6856

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0063	DD Mech	1	DEST	EA	2,688	\$9.3601	\$25,159.95
0064	DD Tracy	1	DEST	EA	0	\$9.9937	0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 2 (CONT'D)

**PORK AND BEANS, SHELF STABLE, cooked, 5 lb 4 oz (2.38 kg) net wt, polymeric tray, MIL-P-44242 as modified to include polymeric tray CTR dtd 11 Jan 00
NSN: #8940-01-455-1879**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0067	DD Mech	1	DEST	EA	5,184	\$8.0249	\$41,601.08
0068	DD Tracy	1	DEST	EA	0	\$8.6585	\$0.00

**OMELET WITH SMOKED SAUSAGE AND POTATOES, SHELF STABLE, cooked, 5 lb 14 oz (2.665 kg) net wt, polymeric tray, PCR-006
NSN: #8940-01-472-3788**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0071	DD Mech	1	DEST	EA	33,408	\$11.9514	\$399,272.37
0072	DD Tracy	1	DEST	EA	0	\$12.5849	\$0.00

TOTAL ESTIMATED QUANTITY/DOLLAR VALUE 230,598 Trays/\$2,522,827.39

TOTAL MINIMUM QUANTITY DOLLAR VALUE \$2,396,685.90

TOTAL MAXIMUM QUANTITY DOLLAR VALUE \$5,045,654.60

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 3

The effective period of Option Year 3 is from March 04 through 28 Feb 05

POTATOES, DICED, IN SAUCE, SHELF STABLE, cooked, 5 lb 10oz (2.55 kg) net wt, polymeric tray, MIL-P-44234 as modified to include polymeric tray, CTR dtd 11 Jan 00

NSN #8940-01-455-1877

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0005	DD Mech	1	DEST	EA	16,614	\$6.9367	\$115,246.33
0006	DD Tracy	1	DEST	EA	0	\$7.5703	\$0.00

POTATOES W/BACON PIECES IN SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44239 as modified to include polymeric tray, CTR dtd 11 Jan 00

NSN: 8940-01-455-1871

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0011	DD Mech	1	DEST	EA	16,614	\$10.7425	\$178,475.90
0012	DD Tracy	1	DEST	EA	0	\$11.3761	\$0.00

CHICKEN BREAST IN GRAVY, SHELF STABLE, cooked, not less than 18 intact breast halves, w/o skin, 5 lb 15 oz (2.69 kg) net wt, polymeric tray, MIL-C-44295 as modified to include polymeric tray, CTR dtd 11 Jan 00

NSN: #8940-01-455-5737

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0015	DD Mech	1	DEST	EA	0	\$19.8177	\$0.00
0016	DD Tracy	1	DEST	EA	11,622	\$20.4513	\$237,685.01

APPLE DESSERT, SHELF STABLE, apple slices, cooked in a spicy sauce, 6 lb 2 oz (2.78 kg) net wt, polymeric tray, MIL-A-44255 as modified to include polymeric tray, CTR dtd 11 Jan 00

NSN: 8940-01-455-1876

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0017	DD Mech	1	DEST	EA	12,932	\$10.5217	\$136,066.62
0018	DD Tracy	1	DEST	EA	0	\$11.1553	\$0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 3 (CONT'D)

BEANS WITH RICE AND BACON, SHELF STABLE, cooked, 5 lb 8 oz (2.49 kg) net wt, polymeric tray, MIL-B-44478 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1885

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0021	DD Mech	1	DEST	EA	16,806	\$7.7860	\$130,851.52
0022	DD Tracy	1	DEST	EA	0	\$8.4196	\$0.00

RICE ORIENTAL STYLE, SHELF STABLE, cooked, 5 lb 6 oz (2.44 kg) net wt, polymeric tray, MIL-R-44473 as modified to include polymeric tray, CTR 11 Jan 00
NSN: #8940-01-455-1874

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0027	DD Mech	1	DEST	EA	14,310	\$10.0164	\$143,334.68
0028	DD Tracy	1	DEST	EA	0	\$10.5470	\$0

SPAGHETTI WITH MEATBALLS IN SAUCE, SHELF STABLE, cooked, 5 lb 11 oz (2.58 kg) net wt, polymeric tray, MIL-S-44341 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1880

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0029	DD Mech	1	DEST	EA	0	\$12.5448	\$0.00
0030	DD Tracy	1	DEST	EA	11,622	\$13.1784	\$153,159.36

WHITE RICE, SHELF STABLE, cooked, long grain, 5 lb 8 oz (2.494 kg) net wt, polymeric tray, MIL-R-44274 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN #8940-01-445-5736

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0033	DD Mech	1	DEST	EA	25,133	\$6.9078	\$173,613.74
0034	DD Tracy	1	DEST	EA	0	\$7.5414	\$0.00

SWEET POTATOES, GLAZED, SHELF STABLE, cooked, processed from fresh sweet potatoes, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44241 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1878

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0043	DD Mech	1	DEST	EA	8,499	\$12.5642	\$106,783.14
0044	DD Tracy	1	DEST	EA	0	\$13.1978	\$0.00

**SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 3 (CONT'D)**

**BEEF STEW, SHELF STABLE, cooked, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, MIL-B-44294 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1875**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0045	DD Mech	1	DEST	EA	10,955	\$14.6090	\$160,041.60
0046	DD Tracy	1	DEST	EA	0	\$15.2426	\$0.00

**OMELET WITH BACON AND CHEESE, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-O-44248, as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-470-3145**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0053	DD Mech	1	DEST	EA	33,408	\$11.3003	\$377,520.42
0054	DD Tracy	1	DEST	EA	0	\$11.9338	\$0.00

**SCRAMBLED EGGS, PLAIN, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-S-44254, as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-470-3097**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0055	DD Mech	1	DEST	EA	4,992	\$10.0420	\$50,129.66
0056	DD Tracy	1	DEST	EA	0	\$10.6756	\$0.00

**CHICKEN WITH VEGETABLES IN TERIYAKI SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, PCR-C-033 dtd 29 Nov 99
NSN: #8940-01-470-3181**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0059	DD Mech	1	DEST	EA	0	\$15.5231	\$0.00
0060	DD Tracy	1	DEST	EA	5,811	\$16.1566	\$93,886.00

**POTATOES, MASHED, WITH GRAVY, SHELF STABLE, COOKED, 5 lb 13 oz (2.637 kg) net wt polymeric tray PCR-M-007
NSN: #8940-01-471-6856**

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0063	DD Mech	1	DEST	EA	2,688	\$9.3601	\$25,159.95
0064	DD Tracy	1	DEST	EA	0	\$9.9937	0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 3 (CONT'D)

PORK AND BEANS, SHELF STABLE, cooked, 5 lb 4 oz (2.38 kg) net wt, polymeric tray, MIL-P-44242 as modified to include polymeric tray CTR dtd 11 Jan 00
 NSN: #8940-01-455-1879

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0067	DD Mech	1	DEST	EA	5,184	\$8.0249	\$41,601.08
0068	DD Tracy	1	DEST	EA	0	\$8.6585	\$0.00

OMELET WITH SMOKED SAUSAGE AND POTATOES, SHELF STABLE, cooked, 5 lb 14 oz (2.665 kg) net wt, polymeric tray, PCR-006
 NSN: #8940-01-472-3788

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0071	DD Mech	1	DEST	EA	33,408	\$11.9514	\$399,272.37
0072	DD Tracy	1	DEST	EA	0	\$12.5849	\$0.00

TOTAL ESTIMATED QUANTITY/DOLLAR VALUE 230,598 Trays/\$2,522,827.39

TOTAL MINIMUM QUANTITY DOLLAR VALUE \$2,396,685.90

TOTAL MAXIMUM QUANTITY DOLLAR VALUE \$5,045,654.60

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 4

The effective period of Option Year 4 is from March 05 through 28 Feb 06.

POTATOES, DICED, IN SAUCE, SHELF STABLE, cooked, 5 lb 10oz (2.55 kg) net wt, polymeric tray, MIL-P-44234 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN #8940-01-455-1877

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0005	DD Mech	1	DEST	EA	16,614	\$6.9367	\$115,246.33
0006	DD Tracy	1	DEST	EA	0	\$7.5703	\$0.00

POTATOES W/BACON PIECES IN SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44239 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1871

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0011	DD Mech	1	DEST	EA	16,614	\$10.7425	\$178,475.90
0012	DD Tracy	1	DEST	EA	0	\$11.3761	\$0.00

CHICKEN BREAST IN GRAVY, SHELF STABLE, cooked, not less than 18 intact breast halves, w/o skin, 5 lb 15 oz (2.69 kg) net wt, polymeric tray, MIL-C-44295 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-5737

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0015	DD Mech	1	DEST	EA	0	\$19.8177	\$0.00
0016	DD Tracy	1	DEST	EA	11,622	\$20.4513	\$237,685.01

APPLE DESSERT, SHELF STABLE, apple slices, cooked in a spicy sauce, 6 lb 2 oz (2.78 kg) net wt, polymeric tray, MIL-A-44255 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1876

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0017	DD Mech	1	DEST	EA	12,932	\$10.5217	\$136,066.62
0018	DD Tracy	1	DEST	EA	0	\$11.1553	\$0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 4 (CONT'D)

BEANS WITH RICE AND BACON, SHELF STABLE, cooked, 5 lb 8 oz (2.49 kg) net wt, polymeric tray, MIL-B-44478 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: 8940-01-455-1885

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0021	DD Mech	1	DEST	EA	16,806	\$7.7860	\$130,851.52
0022	DD Tracy	1	DEST	EA	0	\$8.4196	\$0.00

RICE ORIENTAL STYLE, SHELF STABLE, cooked, 5 lb 6 oz (2.44 kg) net wt, polymeric tray, MIL-R-44473 as modified to include polymeric tray, CTR 11 Jan 00
NSN: #8940-01-455-1874

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0027	DD Mech	1	DEST	EA	14,310	\$10.0164	\$143,334.68
0028	DD Tracy	1	DEST	EA	0	\$10.5470	\$0

SPAGHETTI WITH MEATBALLS IN SAUCE, SHELF STABLE, cooked, 5 lb 11 oz (2.58 kg) net wt, polymeric tray, MIL-S-44341 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1880

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0029	DD Mech	1	DEST	EA	0	\$12.5448	\$0.00
0030	DD Tracy	1	DEST	EA	11,622	\$13.1784	\$153,159.36

WHITE RICE, SHELF STABLE, cooked, long grain, 5 lb 8 oz (2.494 kg) net wt, polymeric tray, MIL-R-44274 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN #8940-01-445-5736

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0033	DD Mech	1	DEST	EA	25,133	\$6.9078	\$173,613.74
0034	DD Tracy	1	DEST	EA	0	\$7.5414	\$0.00

SWEET POTATOES, GLAZED, SHELF STABLE, cooked, processed from fresh sweet potatoes, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44241 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1878

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0043	DD Mech	1	DEST	EA	8,499	\$12.5642	\$106,783.14
0044	DD Tracy	1	DEST	EA	0	\$13.1978	\$0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 4 (CONT'D)

BEEF STEW, SHELF STABLE, cooked, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, MIL-B-44294 as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-455-1875

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0045	DD Mech	1	DEST	EA	10,955	\$14.6090	\$160,041.60
0046	DD Tracy	1	DEST	EA	0	\$15.2426	\$0.00

OMELET WITH BACON AND CHEESE, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-O-44248, as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-470-3145

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0053	DD Mech	1	DEST	EA	33,408	\$11.3003	\$377,520.42
0054	DD Tracy	1	DEST	EA	0	\$11.9338	\$0.00

SCRAMBLED EGGS, PLAIN, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-S-44254, as modified to include polymeric tray, CTR dtd 11 Jan 00
NSN: #8940-01-470-3097

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0055	DD Mech	1	DEST	EA	4,992	\$10.0420	\$50,129.66
0056	DD Tracy	1	DEST	EA	0	\$10.6756	\$0.00

CHICKEN WITH VEGETABLES IN TERIYAKI SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, PCR-C-033 dtd 29 Nov 99
NSN: #8940-01-470-3181

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0059	DD Mech	1	DEST	EA	0	\$15.5231	\$0.00
0060	DD Tracy	1	DEST	EA	5,811	\$16.1566	\$93,886.00

POTATOES, MASHED, WITH GRAVY, SHELF STABLE, COOKED, 5 lb 13 oz (2.637 kg) net wt polymeric tray PCR-M-007
NSN: #8940-01-471-6856

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0063	DD Mech	1	DEST	EA	2,688	\$9.3601	\$25,159.95
0064	DD Tracy	1	DEST	EA	0	\$9.9937	0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES
OPTION YEAR 4 (CONT'D)

PORK AND BEANS, SHELF STABLE, cooked, 5 lb 4 oz (2.38 kg) net wt, polymeric tray, MIL-P-44242 as modified to include polymeric tray CTR dtd 11 Jan 00
NSN: #8940-01-455-1879

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0067	DD Mech	1	DEST	EA	5,184	\$8.0249	\$41,601.08
0068	DD Tracy	1	DEST	EA	0	\$8.6585	\$0.00

OMELET WITH SMOKED SAUSAGE AND POTATOES, SHELF STABLE, cooked, 5 lb 14 oz (2.665 kg) net wt, polymeric tray, PCR-006
NSN: #8940-01-472-3788

Item Number	Delivery Point	Type Pack	FOB	U/P	Estimated Quantity	Unit Price	Estimated Dollar Value
0071	DD Mech	1	DEST	EA	33,408	\$11.9514	\$399,272.37
0072	DD Tracy	1	DEST	EA	0	\$12.5849	\$0.00

TOTAL ESTIMATED QUANTITY/DOLLAR VALUE 230,598 Trays/\$2,522,827.39

TOTAL MINIMUM QUANTITY DOLLAR VALUE \$2,396,685.90

TOTAL MAXIMUM QUANTITY DOLLAR VALUE \$5,045,654.60

II. FIRST ARTICLES

A. 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, 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.

B. First Articles Procedure

1. 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.
2. 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.
3. 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.
4. 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.
5. The contractor shall assure that First Articles are timely delivered to:

US ARMY NATICK RD & E CENTER
15 KANSAS STREET
ATTN: SATNC-WRE
NATICK, MA 01760-5018

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

C. 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, uninspected 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.

D. 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:

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

Joint Chiefs of Staff (JCS) Logistics Exercises – The contractor must handle short term surges in demands, which may increase two times the estimated demand. The large increases in quantity will be necessary for short periods of time and on short notice. A situation would be an increase in military feeding of 200% over peacetime demand for a month. Normally, there is advance notice as to when exercise surges will occur.

Military Operations – The contractor must have the ability to support surges that may be needed for an extended period of time on short notice. An example of a military operation is peacekeeping missions and Bosnia support. For this type of scenario, the capability 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 requires requirements to 5.15M traypacks over a four-month period. Normal mobilization strategy requires at least 30 days to build to the necessary support level. The contractor must have the ability to meet an increased level of supply for an extended period of time. Estimated, total traypack mobilization requirements are as follows:

(in M polymeric trays required)

Days	0-30	31-60	61-90	91-120	121-150	MO
Requirement	.66	1.15	1.18	2.16	1.69	1.1

B. The Industrial Capabilities Questionnaire (or Contractor Profile Questionnaire) Attachment 1 is the current planning document used to obtain a basic understanding of a contractor's capacity for certain defense items. The production information requested is used to assess and accelerated production capability. The manufacturer or distributor is asked to determine what can be achieved with existing product mix, inventory policies and production equipment, tooling and personnel. The information is sent directly to the manufacturer or distributor who, upon completion, returns it to the contractor. The information requested is considered proprietary and/or competition-sensitive in nature.

The allocated ramp-up production schedule of the Contractor Profile Questionnaire or Industrial Capability Questionnaire (Attachment 1) is considered the Production Surge Plan referred to in the Surge Option, of this solicitation. The surge option clause gives the Contracting Officer the authority to increase the contractor's delivery rate or to increase the delivery quantity to the contractor's commitment. The Contractor Profile Questionnaire or Industrial Capability Questionnaire e.

The government reserves the right to verify production data submitted on the Industrial Capability Questionnaire. This will require government personnel to have access to the contractor's manufacturing facilities.

C. 252.217-7001, SURGE OPTION (AUG 1992) (revised in italics)

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

(1) Increase the quantity of supplies or services called for under this contract by not more than (see below) percent; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost not to exceed the price or cost before contract award or to be established by negotiation as provided in this clause.

Two samples of all items to:
Head, DCIS
USDA, AMS, FV, PPB
ROOM 0726, South Building
14th 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 1-year option periods (See Section B, Pages thru above). Acceptance of the option provision(s) /clause(s) contained herein is mandatory. The option is deemed exercised when mailed or otherwise furnished to the contractor.

OPTION TO EXTEND THE TERM OF THE CONTRACT - SEPARATE FIRM FIXED PRICE & FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT PORTIONS 52.217-9001 (JULY 1996) DLA

(a) The Government may extend the term of this contract by written notice to the contractor no later than 30 days prior to the expiration of the contract; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause and the estimated and minimum/maximum quantities specified in the schedule for that option period will apply. The modification exercising the option will also modify DSCP Clause 52.217-9P16, Effective Period of Contract, to cover the base ordering period and the additional option period (s) exercised to date. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(c) The offeror agrees to furnish during the option period those items cited in the schedule that are subject to economic price adjustment (EPA), at unit prices made up of two portions as shown at Attachment 1 to 52.214-9001 of this contract):

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

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 requirements to **5.15M trypacks** over a four-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. Estimated, total trypack mobilization requirements are as follows:

(in M polymeric trays required)

Days	0-30	31-60	61-90	91-120	121-150	Monthly>
Requirement	.66	1.15	1.18	2.16	1.69	1.10

B. The Industrial Capabilities Questionnaire (or Contractor Profile Questionnaire) at solicitation Attachment 1 is the current planning document used to obtain a basic understanding of the industrial production capacity for certain defense items. The production information requested is used to assess the company's current and accelerated production capability. The manufacturer or distributor is asked to determine the most that can be achieved with existing product mix, inventory policies and production equipment, tooling and facilities. The form is sent directly to the manufacturer or distributor who, upon completion, returns it to the originator. The information requested is considered proprietary and/or competition-sensitive in nature.

The allocated ramp-up production schedule of the Contractor Profile Questionnaire or Industrial Capability Questionnaire (Attachment 1) is considered the Production Surge Plan referred to in DFARS 252.217-7001, Surge Option, of this solicitation. The surge option clause gives the Contracting Officer the unilateral right to accelerate a contractor's delivery rate or to increase the delivery quantity to the contractor's committed capacity specified on the Contractor Profile Questionnaire or Industrial Capability Questionnaire e.

The government reserves the right to verify production data submitted on the Industrial Capability Questionnaire or the current planning document. This will require government personnel to have access to production records and manufacturing facilities.

C. 252.217-7001, SURGE OPTION (AUG 1992) (revised in italics)

(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 ___
* (see below) percent; and/or

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

(b) Schedule.

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

(2) The contractor's surge delivery schedule as follows submitted in the "Surge/Mobilization Capability" section of its completed Industrial Capabilities Questionnaire submitted under this contract solicitation, shall be the Production Surge Plan, and maximum option delivery schedule, described in paragraph (b)(1) of this clause.

	0-30	31-60	61-90	91-120	121-150	151-180	Total
Sopakco w/o GFE	0	218,880	291,840	291,840	291,840	291,840	1,342,464
Sopakco with GFE 3/1100 retorts	0	350,208	466,944	466,944	466,944	466,944	2,217,984

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

(c) Exercise of option.

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

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

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

(d) Price negotiation.

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

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

*To be determined at time of exercise of this option. The maximum quantity which may be required for delivery will not exceed the parameters set forth in paragraph (c)(3) of this clause

V. ECONOMIC PRICE ADJUSTMENT

A. 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 (Attachment I) 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.

(3) When a range of prices is provided for the economic indicators the arithmetic average of the high and low prices will be used to determine the base and adjusting unit prices.

(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. See Allowance Factors below.

(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.

Attachment I to Clause 52.216-9P17 Economic Price Adjustment (EPA) Alternate II		Economic Indicator		Frequency of Publication	Publication	Allowance Factor	Base Unit Price	Adjusting Unit Price
Item TRAY PACK	EPA FACTOR	ECONOMIC INDICATOR	Publication	Frequency of Publication	Publication	Allowance Factor	Base Unit Price	Adjusting Unit Price
Beef,ground, Cleaned	Beef, boneless,	Boneless process Beef, trimmings, Wild avg. 85% BPN U24	Weekly National Carlot Meat Report	Weekly	USDA	\$4.6350	52 week period	52 week period
Beef strips	Beef, boneless,	IMPS 167A, round knuckle, trimmed, wild avg, BPN U12	Weekly National Carlot Meat Report	Weekly	USDA	\$8.0456	52-week period	52-week period
Beef stew	Beef, boneless,	IMPS 167A, round knuckle, trimmed, wild avg BPN U12	Weekly National Carlot Meat Report	Weekly	USDA	\$4.5255	52-week period	52-week period
Beef patties	Beef, boneless,	Boneless process Beef, trimmings, Wild avg. 85% BPN U24	Weekly National Carlot Meat Report	Weekly	USDA	\$11.6231	52-week period	52-week period
Beef w/ noodles (new item)	Beef, boneless,	IMPS 167A round knuckle, trimmed, wild avg BPN U12	Weekly National Carlot Meat Report	Weekly	USDA	\$4.8525	52-week period	52-week period

Item	EPA FACTOR	ECONOMIC INDICATOR	Publication	Frequency of Publication	Publisher	Allowance Factor	Base Unit Price	Adjusting Unit Price
TRAY PACK								
Chili w/ beans (new item)	Beef, boneless,	Boneless process Beef, trimmings, Wid avg. 85% BPN U24	Weekly National Carlot Meat Report	Weekly	USDA	\$3.0996	52-week period	52-week period
Corried Beef hash	Beef, Boneless	IMPS 167A, round, knuckle trimmed, wid av BPN U12	Weekly National Carlot Meat Report	Weekly	USDA	\$3.0260	52-week period	52-week period
Lasagna	Beef, boneless,	Boneless process Beef, trimmings, Wid avg. 85% BPN U24	Weekly National Carlot Meat Report	Weekly	USDA	\$1.1319	52-week period	52-week period
Meatballs in gravy	Beef, boneless,	Boneless process Beef, trimmings, Wid avg. 85% BPN U24	Weekly National Carlot Meat Report	Weekly	USDA	\$5.8474	52-week period	52-week period
Spaghetti	Beef, boneless,	Boneless process Beef, trimmings, Wid avg. 85% BPN U24	Weekly National Carlot Meat Report	Weekly	USDA	\$2.6790	52-week period	52-week period
Chicken breasts In gravy	Chicken, boneless, breast	Breasts, Boneless, Georgia FOB.	USDA Broiler Market News Report (Monday Edition)	Weekly	USDA	\$7.5072	52-week period	52-week period
Chicken chow Mein	Chicken, boneless	Heavy Type Hens, S.E. Heavy Live Hen Report, At Farm Buyer Loading, Wid. Avg	USDA Broiler Market News Report (Monday Edition)	Weekly	USDA	\$2.8964	52-week period	52-week period
Chicken teriyaki (new item)	Chicken, boneless	Heavy Type Hens, S.E. Heavy Live Hen Report, At Farm Buyer Loading, Wid. Avg	USDA Broiler Market News Report (Monday Edition)	Weekly	USDA	\$3.3463	52-week period	52-week period
Turkey Slices In gravy	Turkey, boneless	Breasts, B/S, TOM, National Young Turkey Parts & Bulk Meat, Wid. Avg. Price	USDA Turkey Market News Report (Monday Edition)	Weekly	USDA	\$9.6792	52-week period	52-week period

Item	EPA FACTOR	ECONOMIC INDICATOR	Publication	Frequency of Publication	Publisher	Allowance Factor	Base Unit Price	Adjusting Unit Price
TRAY PACK								
Pork sausage Links	Pork, boneless	Piconics, fresh, Smkr tm, RS, wtd avg, Combo, BPN U50	Weekly National carlot meat report	Weekly	USDA	\$8.1222	52-week period	52-week period
Pork ribs in bbq Sauce	Pork, boneless	Picnic cushion Meat, combo 92%, fresh or frozen	Weekly National carlot meat report	Weekly	USDA	\$6.9380	52-week period	52-week period
Pork sausage in Cream gravy (new item)	Pork, boneless	Piconics, fresh, Smkr tm, RS, Combo, wtd avg, BPN U50	Weekly National Carlot Meat Report	Weekly	USDA	\$3.7781	52-week period	52-week period
Ham slices in Brine	Ham, Bone-in.	Ham bone-in, Trimmed, 23-27#, spec 1, C8, wtd. Avg, BPN U62	Weekly National Carlot Meat Report	Weekly	USDA	\$7.2617	52-week period	52-week period
Ham Slices/Spice Sauce	Ham, Bone in	Ham bone in, Trimmed 23, 27#, spec 1, C8, wtd Avg, BPN U62	Weekly National Carlot Meat Report	Weekly	USDA	\$7.7417	52-week period	52-week period
Blueberry dessert	Blueberries	Frozen, 30 lb f.o.b. Michigan	The Food Institute Report Monthly Price Range	Monthly		\$3.6893	12 month period	12 month period
Sc Eggs w/Cheese, Sc	Eggs	Egg & Egg Products, Eastern Region Frozen, Whole, Mostly	USDA Egg Market News Report	Weekly Friday	USDA	\$0.9362	52-week period	52-week period
Ham w/Sausage	Eggs	Egg & Egg Products, Eastern Region Frozen, Whole, Mostly	USDA Egg Market News Report	Weekly Friday	USDA	\$0.7773	52-week period	52-week period
Sc Eggs Plain,	Eggs	Egg & Egg Products, Eastern Region Frozen, Whole, Mostly	USDA Egg Market News Report	Weekly Friday	USDA	\$1.5621	52-week period	52-week period
All Items Lines 0001 thru 0072	Linerboard	Linerboard (41lb) Unbleached Drgft, East	Pulp & Paper Week	Wkly/prices Published monthly	Miller Freeman	\$2387	6 month period	6 month period
All Items Lines 0001 thru 0072	Resin	LDPE Resins, Large Buyer Price Lb	Monthly Petrochemical & Plastics Analysis	Monthly	Chemical Data	\$1.35	6 month period	6 month period

**B. 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 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".

VI. ITEM DESCRIPTIONS

A. The following item descriptions include the item specifications for this acquisition. Military Specifications (MIL-) have been modified and updated in Contract Technical Requirements (CTR) packages. The CTR packages represent the item specifications for this contract.

- 8940-01-455-4609 BEEF, GROUND, CREAMED, ARTIFICALLY WHITENED, SHELF STABLE, cooked, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, MIL-B-44337 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8905-01-446-0215 HAM SLICES IN BRINE, SHELF STABLE, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, MIL-H-44298 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-1877 POTATOES, DICED, IN SAUCE, SHELF STABLE, cooked, 5 lb 10oz (2.55 kg) net wt, polymeric tray, MIL-P-44234 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-1872 BLUEBERRY DESSERT, SHELF STABLE, blueberries cooked in sauce, 6 lb 2 oz (2.78 kg) net wt, polymeric tray, MIL-B-44256 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8905-01-455-3547 PORK SAUSAGE LINKS IN BRINE, SHELF STABLE, cooked, 5lb 8 oz (2.49 kg net wt, polymeric tray, MIL-P-44311 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-1871 POTATOES W/BACON PIECES IN SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44239 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-3542 LASAGNA WITH MEAT SAUCE, SHELF STABLE, cooked, w/cheese, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, MIL-L-44333as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-5737 CHICKEN BREAST IN GRAVY, SHELF STABLE, cooked, not less than 18 intact breast halves, w/o skin, 5 lb 15 oz (2.69 kg) net wt, polymeric tray, MIL-C-44295 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 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, MIL-A-44255 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-1882 PORK RIBS, BONELESS, IMITATION, FLAKED AND FORMED, IN BARBECUE SAUCE, SHELF STABLE, cooked, 5 lb 6 oz (2.44 kg) net wt, polymeric tray, MIL-P-44465 as modified to include polymeric tray, CTR dtd 11 Jan 00

ITEM DESCRIPTIONS (CONTINUED)

- 8940-01-455-1885 BEANS WITH RICE AND BACON, SHELF STABLE, cooked, 5 lb 8 oz (2.49 kg) net wt, polymeric tray, MIL-B-44478 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-1884 BEEF PATTIES IN BROTH, SHELF STABLE, cooked, 5 lb 8 oz (2.49 kg) net wt, polymeric tray, MIL-B-44353 as modified to include polymeric tray, CTR-dtd 11 Jan 00
- 8940-01-446-0214 CHICKEN CHOW MEIN, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, , polymeric tray, MIL-C-44467 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-1874 RICE ORIENTAL STYLE, SHELF STABLE, cooked, 5 lb 6 oz (2.44 kg) net wt, polymeric tray, MIL-R-44473 as modified to include polymeric tray, CTR 11 Jan 00
- 8940-01-455-1880 SPAGHETTI WITH MEATBALLS IN SAUCE, SHELF STABLE, cooked, 5 lb 11 oz (2.58 kg) net wt, polymeric tray, MIL-S-44341 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-3539 BEEF STRIPS WITH GREEN PEPPERS AND GRAVY, SHELF STABLE, cooked, 5 lb 14 oz (2.66 kg) net wt, polymeric tray, MIL-B-44228 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-445-5736 WHITE RICE, SHELF STABLE, cooked, long grain, 5 lb 8 oz (2.494 kg) net wt, polymeric tray, MIL-R-44274 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-1882 HAM SLICES IN SPICE SAUCE, CHUNKED AND FORMED, SMOKE FLAVORING ADDED, SHELF STABLE, cooked, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, MIL-H 44298, as modified to include polymeric tray, CTYR dtd 11 Jan 00
- 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, MIL-C-44269 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-4611 TURKEY SLICES WITH GRAVY, SHELF STABLE, cooked, 5 lb 10 oz (2.55 kg), polymeric tray, MIL-G-44237 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-1878 SWEET POTATOES, GLAZED, SHELF STABLE, cooked, processed from fresh sweet potatoes, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, MIL-P-44241 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-1875 BEEF STEW, SHELF STABLE, cooked, 5 lb 10 oz (2.55 kg) net wt, polymeric tray, MIL-B-44294 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-455-3548 CORNED BEEF HASH, SHELF STABLE, cooked, 5 lb 6 oz (2.44 kg) net wt, polymeric tray, MIL-C-44253 as modified to include polymeric tray, CTR dtd 11 Jan 00

ITEM DESCRIPTIONS (CONTINUED)

- 8940-01-455-1873 MEATBALLS IN BROWN GRAVY, SHELF STABLE, cooked, 5 lb 14 oz (2.66 kg) net wt, polymeric tray, MIL-M-44479 as modified to include
- 8940-01-470-3138 SCRAMBLED EGGS WITH CHEESE, WESTERN STYLE, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-S-44254, as modified to include polymeric tray, CTR 11 Jan 00
- 8940-01-470-3145 OMELET WITH BACON AND CHEESE, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-O-44248, as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-470-3097 SCRAMBLED EGGS, PLAIN, ARTIFICIALLY COLORED, SHELF STABLE, cooked, 6 lb 6 oz (2.99 kg) net wt, polymeric tray, MIL-S-44254, as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-470-3154 BEEF CHUNKS WITH NOODLES IN SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, PCR-B-023 dtd 29 Nov 99
- 8940-01-470-3181 CHICKEN WITH VEGETABLES IN TERIYAKI SAUCE, SHELF STABLE, cooked, 5 lb 12 oz (2.61 kg) net wt, polymeric tray, PCR-C-033 dtd 29 Nov 99
- 8940-01-470-3190 CHILI WITH BEANS, SHELF STABLE, cooked, 6 lb (2.72 kg) net wt, polymeric tray, PCR-C-034 dtd 209 Nov 99
- 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-014 dtd 29 Nov 99
- 8940-01-471-6856 POTATOES, MASHED, WITH GRAVY, SHELF STABLE, Cooked, 5 Lb 13 oz (2.637 KG) Net Wt Polymeric Tray PCR-M-007
- 8940-01-471-6857 STUFFING, THERMOSTABILIZED, cooked, 5 lb 13 oz (2.637 kg) Net Wt, Polymeric Tray PCR-B-028
- 8940-01-455-1879 PORK AND BEANS, SHELF STABLE, cooked, 5 lb 4 oz (2.38 kg) net wt, polymeric tray, MIL-P-44242 as modified to include polymeric tray CTR dtd 11 Jan 00
- 8940-01-455-1881 PUDDING, SHELF STABLE, chocolate, ready-to-serve, 6 lb 2 Oz (2.78 kg) net wt, polymeric tray, MIL-P-44365 as modified to include polymeric tray, CTR dtd 11 Jan 00
- 8940-01-472-3788 OMELET WITH SMOKED SAUSAGE AND POTATOES, SHELF STABLE, cooked, 5 lb 14 oz (2.665 dg) Net Wtm Polymeric Tray, PCR-0-006

For all items:

All items shall be packaged/packed in accordance with MIL-PRF 32004 as updated by CTR dated 11 January 2000.

VI. ITEM DESCRIPTION Cont.**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-HRUT
 700 Robbins Avenue
 Philadelphia, PA 19111-5092

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

VII. 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.

A. 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 – Contractor paid USDA for all lines

AND

Acceptance at (X) Destination, upon execution of DD Form 250 by the authorized government representative. – Military verification for count, condition and identity.

(b) Place of Inspection:

Plant: Sopakco	Sopakco
Street: 320 South Broad Street	215 South Mullins Street
Bennettsville, SC 29512	Mullins, SC 29574

(c) The name and address of the USDA Inspection Office responsible for the Inspection is as follows:

0VG065
 Inspector in Charge
 Proc Prod Stdn & Insp Br, USDA
 1555 St. Joseph Avenue
 East Point, GA 30344 - 5000

B. 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's invoice, e.g., excess fat in ground beef, the original signed USDA/USDC inspection certificate must be attached to the top of the commercial invoice which is submitted to the designated paying office.)

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

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

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

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

C. **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)

Test Report

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

(Typed name and title of laboratory official and signature)

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

Certification

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

Signature: _____

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

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

Certification

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

Signature: _____

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

Distribution:

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

E. Certificate of Conformance (COC). When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with DSCP Clause 52.246-9P20.

52.246-9P20 CERTIFICATE OF CONFORMANCE (JAN 1998) DSCP

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

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

Signature and Title of Certifying Official

Distribution: One copy to origin inspector, when applicable. One copy with shipment when origin USDA/USDC inspection is not required. One copy with invoice for payment when DD Form 250 is not used.

(d) It is the intent of the government to be able to rely on the certificate of conformance. To assure that the certificate is reliable, the government reserves the right to perform verification testing of each component for which specifications are established in the contract. Random samples shall be personally selected by the cognizant government inspector. Random samples of packaging, labeling, packing and marking materials shall be submitted to the DLA analytical laboratory with a copy of the DD Form 1222 furnished to DSCP-HSQ. Food component materials shall be sent to the laboratory servicing the inspector's organization. All costs incident to the sampling and submittal of materials shall be borne by the contractor. The reliability of the contractor's certificate of conformance will be determined on the basis of government verification results.

(1) When it is determined by DSCP-HSQ that the DLA analytical laboratory test samples meet the contract requirements, the certificate of conformance for these materials is considered reliable.

(2) When DSCP finds the materials do not meet the contract requirements based on recognized statistical methods, the certificate of conformance is considered unreliable. The contractor shall be so advised and the particular deficiencies 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

F. The applicable provisions contained in the "Good Operating Practices For The Half Tray", 03 Oct 1991, are required. Contact Larry Charya, DSCP-HRUT, for copies of this document.

G. The procedures contained in the "Integrated Pest Management (IPM) Program Requirements for Operational Rations", March 1996, and the "Contractor Sanitation Program-Operational Rations", March 1996, are required and apply to all food component/production operations. Contact Larry Charya, DSCP-HRUT, for copies of this document.

H. Higher Level Quality Requirements - Documented Quality Systems Plan (QSP)
52.246-11 Higher-Level Contract Quality Requirement. (Feb 1999)
The Contractor shall comply with the higher-level quality standard selected below.

Contractor's Quality Systems Plan

(end of clause)

A documented QSP is required. The contractor shall model the documented QSP after ISO/ANSI/ASQC Q9002, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQC Q9002. **The contractor shall identify in 52.246-11 above**, 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 the Operational Rations Documented QSP Evaluation Workbook I):

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. STORAGE AND HANDLING
 - 1. Pest Management and Sanitation Program (may be submitted or addressed separately)
 - 2. Handling, Storage, Packaging, Preservation, and Delivery Program
 - 3. Product Identification and Traceability Program
 - 4. Control of Nonconforming Product
- VI. PURCHASING AND CONTRACT REVIEW
- VII. RECEIPT INSPECTION AND TESTING
- VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING
(IAW DLAR CLAUSE 52-246-9001 MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTION)
- IX. REGULATORY CONTROLS (as applicable to the plant
USDA-FSIS, FDA, GMP, ETC.)
- X. STATISTICAL PROCESS CONTROL TECHNIQUES (IAW SPC QAP)
- XI. END ITEM INSPECTION AND TESTING (IAW Item specifications,
ANSI/ASQC Z1.4, ETC.)
- XII. INTERNAL AUDITS
- XIII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM
- XIV. THE COST OF QUALITY (Optional)

The QSP will be evaluated by DSCP-HROS' System Audit. DSCP-HROS' Systems Audit Team will use the Operational Rations Documented QSP Evaluation Workbook I (in conjunction with the standard or other document identified in the contractor's QSP) as the basic framework against which they will evaluate QSPs. The QSP Evaluation Workbook I was

developed to standardize the evaluations of documented QSPs (developed using ISO/ANSI/ASQC Q9002, 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 QARs (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-HROS.

Offerors/Contractors can request a copy of the Operational Rations Documented QSP Evaluation Workbook I by contacting their Contracting Officer or the DSCP-HROS' Systems Audit Program Manager. DSCP-HR 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 requirements 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, to lower cost through a single quality system in any contractor facility.

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 which 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. The Statistical Process Control Quality Assurances Provision (SPC QAP) and the DLAR Clause 52-246-9001 Manufacturing Process Controls and IN-Process Inspection are applicable, and the documented QSP must address the areas covered in the Provision and or Clause regardless of the standard selected/used by the contractor to develop their system. Redundant areas/requirements (cited in the MPC Clause or the SPC QAP) need only be addressed once in the QSP and must encompass the requirements of the most stringent document. 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 tray pack can and polymeric tray items.

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-HROS, 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:

1. ONE COPY SHALL BE MAILED (NO LATER THAN AT TIME OF BID SUBMITTAL) TO:

DEFENSE SUPPLY CENTER PHILADELPHIA
ATTN: DSCP-HRU, Dawn Leason
700 ROBBINS AVE., BLDG 6
PHILADELPHIA, PA 19111-5092

2. **USDA-AMS: WHEN USDA IS RESPONSIBLE FOR INSPECTION, ONE COPY SHALL BE MAILED PRIOR TO THE INITIATION OF PRODUCTION TO EACH OF THE FOLLOWING USDA OFFICE:**

HEAD, DEFENSE CONTRACT INSPECTION SECTION
USDA/AMS/FFV/PROCESSED PRODUCTS BRANCH
P. O. BOX 96456
ROOM 0726, SOUTH BLDG.
WASHINGTON, DC 20090-6456
FT. SAM HOUSTON, TX 78234-6005

3. ONE COPY SHALL BE PERSONALLY DELIVERED TO THE RESIDENT INSPECTOR/QAR (USDA, DCMAO OR AVI AS APPLICABLE) PRIOR TO THE INITIATION OF PRODUCTION.

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 do so may result in DSCP-HROS not including the comments in Government joint evaluations. Government QARs are also required to report quality systems noncompliances within one working day using the Corrective Action Request (CAR) Form. QSP evaluation and CARs shall be faxed to the DSCP-HROS Systems Audit Program Manager at fax number (215) 737-4115, e-mail asanders@dscp.dla.mil, or mailed to the following address:

DEFENSE SUPPLY CENTER PHILADELPHIA
ATTN: DSCP-HROS (Systems Audit Program Manager)
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, the areas covered in the SPC QAP and DLAR Clause 52-246-9001 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-HROS evaluation comments as to cause(s) of rejection and with an opportunity to resubmit the 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 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, a rating of either acceptable, marginally acceptable or unacceptable will be assigned to the QSP and the contractor will be provided with an opportunity to submit changes to improve the plan throughout the life of the contract. DSCP-HROS, through the Contracting Officer, assigns QSP ratings and approves or disapproves changes to the QSP. However, to expedite the evaluation process, all QSP changes shall be simultaneously provided to the in-plant Government QAR for their review and in-plant evaluation and will be considered sufficient for production, unless specifically rejected by DSCP-HROS after the contractor submits the change to DSCP. The contractor's documented QSP is considered a living document. Implementation, compliance, effectiveness, and continuous improvement of the QSP and the implemented quality system will be monitored by on-site quality systems audits conducted throughout the life of the contract by DSCP-HROS Systems Audit Team and a representative from the applicable Inspection Agency and evaluation by the In-Plant Government QAR.

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.

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).

I. The following DLAR Clause 52-246-9001 is applicable to this contract:

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

This clause supplements paragraph 4.9 (Process Controls) of ANSI/ASQC Q9002, or equivalent standards with process controls, and is applicable when the contract requires a higher level quality system in accordance with FAR 46.202-4. The contractor shall:

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

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

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

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

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

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

(D) Prepare clear, complete and current written procedures for:

(1) Each in process inspection. Identify: the type, frequency and amount (sampling plan/100 percent) of inspection; product characteristics to be inspected; criteria for approving and rejecting product; the record for documenting inspection results, and the method for identifying the inspection status of approved and rejected product.

(2) Each process control. Identify: the criteria, frequency, and records used for verifying control of the process.

(3) Assessing the adequacy of in-process inspections and process controls. The contractor's Quality organization shall assure by periodic surveillance that procedures are followed and are effective. Records of this surveillance will be maintained.

(E) Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract. The Government is under no legal obligation to perform verification inspection or to accept product produced under the contract until the Government has received acceptable written procedures, and has been afforded an opportunity to evaluate the inspection system. Acceptance of the contractor's inspection system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the contractor. Periodic evaluations of the system may be made by the Government throughout the life of the contract.

(End of Clause)

J. The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract:

Quality Assurance Provision (QAP), Statistical Process Controls(SPC), DSCP-H-94-001

The requirements of this QAP shall be addressed in the Documented Quality System Plan (QSP) when applicable. Redundant areas/requirements cited in this QAP 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-HROS), 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. 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-HROS) 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-HROS' 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 inspectors, 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/Measurement 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 rework 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-A-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).

L. 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 contract para. VII.J, "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 contract paragraph VII.K, "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 contract paragraph VII. K, "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.

M. Rework Of Nonconforming Product: Pre or Post Acceptance

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

A. Corrective Action (Rework/Screen Inspections) Taken Prior To Government Verification

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

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

1. **Insect or Rodent Infestation/Contamination:** Reworks must be approved by HROS' 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 HRU. Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is presented for Government end item verification inspection. If the producer fails to provide enough information/data in the case of a deviation, the GQAR shall contact HRU 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 HRUT.

4. **Critical Polymeric Tray and Tri/Quadlaminate Defects:** All reworks due to critical defects noted during the Government final lot end item verification inspection, producer's end item inspection, or when the established action number/level (as cited in the contractor's QSP) is exceeded must be approved by HRUT. Reworked lots will be inspected or re-inspected as applicable, by the GQAR at the location of the rework using the next larger sample size (from 200 samples to 315). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

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

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

C. Contractor's Quality History:

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

2. If product is found nonconforming during the Government end item verification inspection following contractor corrective action for the same defect 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 HR0S (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 contract para. VII K, "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".

N. 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.
12. Applicable to the defect found or class of defects for critical defects, identify the situations where the lot exceeded control limits (out-of-control, exceeded action level or number)

according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

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

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

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

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

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

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

O. 52.246-9P15 REINSPECTION OF NONCONFORMING SUPPLIES (JAN 1998) DSCP

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

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

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

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

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

(d) The contractor may elect to petition the contracting officer to grant a waiver of those contract requirements for which supplies have been found nonconforming and accept the supplies "as is" with appropriate price consideration. However, if

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

P. 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-HRUT 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 not less than three or 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. For 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 (D.) 1, 2, or 3 above, 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:

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 Branch (DSCP-HRUT) 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.

Q. 52.246-9P16 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (JAN 1992) DSCP

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

R. Traceability Requirements

The tray pack can or polymeric tray 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 can or tray, and clearly identified on the exterior of each case. In addition, the tray pack can or polymeric tray 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.

S. Quality Data Management System (QDMS)

Contractors at retort and assembly levels shall input daily end-item inspection data into the Quality Data Management System (QDMS), either manually or electronically, on a daily basis.

For the purpose of uniformity and to maintain database integrity, QDMS requires that each lot has a sub-lot code. The design of QDMS is such that when the user does not enter a sub-lot code, QDMS defaults to the sub-lot code "A". The consequence of this is that a producer cannot mark his first lot as 9001 and the second lot as 9001A; instead he needs to mark them as 9001A and 9001B.

Specification - Quality Data Management System, User Manual for: Producer Data Entry Clerk and Producer Analyst, February 1999, will be used as the guideline for information to operate the QDMS.

T. Retort Process Authority.

The contractor shall ensure that the supervisor(s) of the retort operation has completed an accredited Better Process Control school. The supervisor(s) shall also be certified by the plant's processing authority as being qualified to supervise and review the plant's retort operations.

The certified supervisor shall be on duty whenever thermostabilized items are processed for the Government. The retort records shall be reviewed and signed daily, at a minimum, by the certifying supervisor.

The contractor shall provide copies of the qualified supervisor(s) training certificate and certification to the contracting officer and the resident USDA-AMS inspector prior to production of any product for the Government.

U. 52.246-9P01, REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (JAN 1992) DSCP

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

VIII. DELIVERY REQUIREMENTS

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.

A. Delivery addresses are as follows:

Defense Depot Mechanicsburg
Directorate of Distribution
5450 Carlisle Pike
Mechanicsburg, PA 17055-0789

Defense Depot Tracy
Directorate of Distribution
Tracy, CA 95376-5000

B. Orders and deliveries shall be in accordance with contract clauses 52.216-18, Ordering, 52.216-9P06, Delivery Order Limitations, and 52.216-22, Indefinite Quantity for ordering and delivery periods and leadtimes.

C. For planning purposes only, the Government is currently **planning** to place orders for deliveries as follows:

	Order FY	Quantity	Quantity	RDD
Base Year	00	450K	50%	Mar 01 thru May 01
		450K	50%	Aug 01 thru Oct 01
Option Yr 1	02	450K	50%	Jun 02 thru Aug 02
		450K	50%	Oct 02 thru Dec 02
Option Yr 2	03	450K	50%	Jun 03 thru Aug 03
		450K	50%	Oct 03 thru Dec 03
Option Yr 3	04	450K	50%	Jun 04 thru Aug 04
		450K	50%	Oct 04 thru Dec 04
Option Yr 4	05	450K	50%	Jun 05 thru Aug 05
		450K	50%	Oct 05 thru Dec 05

Since this is a solicitation for an indefinite-quantity contract (IQC), no quantities are purchased merely by the award of a contract but only by the issuance of delivery orders. Therefore the time periods specified in the Delivery column above are not firm delivery dates or periods. They should be read to mean that the Government intends, but is not obligated, to issue delivery orders that will require deliveries to be made on dates that fall within the time periods shown. Actual delivery dates will be specified on the delivery orders.

Contractor Delivery Milestones:

Notes: Initial deliveries shall be based on contract award milestones. A day for day extension due to late award will be granted, based on the date of award milestone of 25 August 00.

Award	August 25, 2000
Order Equipment	28 August 2000
Equipment Delivered	25 January 2001
Equipment Installed	February 2001
Submit First Articles	February – March 2001
Initial Contract Deliveries	April – May 2001

D. 52.211-9P27, DELAYS IN SHIPMENT OF PRODUCTS REQUIRING USDA LABORATORY ANALYSIS (JAN 1992) DSCP

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

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

EXAMPLE:

<u>RDD</u>	<u>Shipping Date</u>	<u>Receipt of Analysis</u>	<u>Adjusted RDD</u>
30 Nov	27 Nov	28 Nov	1 Dec

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

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

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

E. Commingling of Lots

a. 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 two months from date of manufacture at time of shipment, 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, e.g. Mixed Code lots.

(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 tray pack cans or polymeric trays within. See paragraph b below for exception.

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

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

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

b. **Mixed Code Lots.** In addition to the above, the following requirements shall apply to the shipment of "mixed code lots":

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

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

(3.) Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load. **Mixed Code lots may be no older than 3 months at time of shipment.**

(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.

c. **Split Lots.** Origin manufacturers have the choice of shipping an entire shift's production equaling one lot as follows:

(1) The entire lot shall be shipped to only one destination and received in accordance with the applicable Quality Systems Plan.

(2) Whole lots may be split in two (2) portions for separate shipments.

(a) Split lot shipments may be shipped to more than one (1) destination.

(b) No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.

(c) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot.

(d) The origin manufacturer assumes full liability for both portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, both portions of the lot will be

representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portion, regardless of where the product was assembled.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 therefor, 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.

IX GOVERNMENT FURNISHED EQUIPMENT (GFE)

A. FAR Clause, 52.245-2, Government Property (Fixed Price Contracts)(Dec 1989) is applicable to all contracts utilizing GFE. The Government will deliver all GFE allocated to contractors under this solicitation. In addition to delivery at the Government's expense, the Government will reimburse the contractor its actual costs, up to a maximum of \$20,000, for the unloading and installation of the GFE, under a separate line item and fund cite of the contract. Allowable installation costs shall not include any costs for building improvements, but may include hook-up costs to existing water and power lines. **Under 52.245-2, the Government shall not be liable for any delay in delivering any GFE.**

B. Based on contractor's request for Government Furnished Equipment, contractor is hereby authorized to use this equipment for commercial use and be charged on an as-used basis (see **Rental Agreement pages 71 thru 78**). The Rental Agreement will use a "shift" as the minimum rental use unit. Rental charges for commercial work will be based on the number of work shifts per month, with full monthly rental rates equal to 3% of the Acquisition Value for New Condition equipment, as described below, and 1% of the Acquisition Value for Good Condition equipment, as described below.

The equipment to be included in this Rental Agreement is as follows:

NOMENCLATURE/MANUFACTURE: 3 Stock ROTOMAT Retorts, Stock America
MFGMODEL NUMBER: RSE 4/1100
LOCATION: SOPAKCO PACKAGING, Bennettsville, SC.
SERIAL NUMBER: 64028, 64022, 64029
ACQUISITION VALUE: \$170,000 ea
EQUIPMENT CONDITION: New/Upgraded
EQUIPMENT STATUS: Currently under a rental agreement.

Notes: 1. Each 1100 Retort will have 8 retort cages, 4 top plates, and 96 retort racks. The retort cycle capacity of each retort is approximately 176 poly trays per unit
2. Each 1300 Retort will have 10 retort cages, 5 top plates, and 120 retort racks. The retort cycle capacity of each retort is approximately 280 poly trays per unit
3. The Government shall not be liable in any way for any differences in the retort cycle capacities listed above. GFE at Rutgers is available for inspection by the offeror upon request to the Contracting Officer.

C. 252.245-7001 Reports of Government Property. (May 1994)

- (a) The Contractor shall provide an annual report-
- (1) For all DoD property for which the Contractor is accountable under the contract;
 - (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
 - (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

- D. The Government owns the retort rack mold used in the production of the GFE retort racks described above. Offerors may contact Stock America to purchase similar retort racks using this mold as follows:

P.O.C.: Scott Williams/414-375-4100
Drawing #: 7333
Material #: B06199PFG

The acquisition of any retort racks by the contractor is a proprietary transaction between the contractor and the rack supplier. The Government does not warrant the performance of the racks or Stock America and the Government shall bear no responsibility or liability whatsoever for any retort racks purchased by contractors.

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAY 1999)

(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's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

(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.

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--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

ADDENDUM: *An additional two copies of the invoice shall be mailed, faxed or e-mailed to the following Purchase Office:*

Defense Supply Center Philadelphia
ATTN: DSCP-HRUT, Carol A. DePrisco
700 Robbins Avenue
Philadelphia, PA 19111-5092
And/or send fax to 215-737-2888 or 4155

(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.

Fast Payment procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means,) to the point of first receipt by the Government. The Government will make in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget

(OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. 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.

(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.

ADDENDUM: See clause 52.246-9P35, Warranty of Supplies, below.

(p) *Limitation of Liability.*

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

(q) *Other Compliances.*

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

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

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

(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.

ADDENDUM: The following Contract Terms and Conditions are hereby incorporated.

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

Plant: Sopakco	Sopakco
320 S.Broad Street	215 So. Mullins Street
Bennettsville, SC 29512	Mullins, SC 29574

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.

The Effective Period of the Base Year of this contract is DATE OF AWARD THRU FEBRUARY 28, 2002.

The Ordering Period of the Base Year of this contract is DATE OF AWARD THRU FEBRUARY 28, 2002.

The Delivery Period of the Base Year of this contract is DATE OF AWARD THRU APRIL 30, 2002.

52.216-18 ORDERING (9 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 to 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.

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 60,000 trays per month

(2) Any order for a combination of items in excess of 60,000 trays per month

Total award quantity be spread out as evenly as possible over at least a six-month timeframe.

(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 (1) 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 75 days, which includes an allowance of 30 days for the contractor to deliver a First Article and 15 days for Government approval.

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

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

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award

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

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

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

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

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

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

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

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

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

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

(i) Fruits, vegetables and juices thereof.

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

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

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

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

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

(b) Delivery Conveyances.

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

52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992) DSCP

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

- (1) Shipped in interstate commerce,
- (2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

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

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

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

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

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

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

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

(a) Definitions.

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

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

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

(b) Contractor's Obligations.

(1) Notwithstanding inspection and acceptance by the government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for **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 *19 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 therefor. In such event, the government may reprocur 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 therefor. In such event, the government may reprocur 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:

252.243-7002 Requests for Equitable Adjustment (MAR 1998) (Cont'd).

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.

(Official's Name)

(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.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 1999)**

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- X (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- X (5) 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- X (6) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

- (7) **52.219-14**, Limitation on Subcontracting (15 U.S.C. 637(a)(1+)).
- (8)(i) **52.219-23**, Notice of Price evaluation Adjustment for Small Disadvantaged Business Concerns (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).
- (ii) Alternate I of 52.219-23.
- (9) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- (10) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- (12) **52.222-26**, Equal Opportunity (E.O. 11246).
- (13) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) **52.222-37**, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
Paragraphs (16) through (18) are not applicable and have been deleted
- (19) **52.225-18**, European Union Sanction for End Products (E.O. 12849).
- (20) **52.225-19**, European Union Sanction for Services (E.O. 12849).
Paragraph (21) is not applicable and has been deleted.
- (22) **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (23) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (24) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).
- (25) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)
- (26) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

- (1) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (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) 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 (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 Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.*

The Contractor agrees to 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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999) DFARS

(a) The Contractor agrees to

comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supply by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS 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 (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)(15 U.S.C. 637).
- 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C.2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data -- Commercial Items (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

252.247-7024 Notification of Transportation of Supplies by Sea (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, the contractor shall include the terms of the following clause, 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 (10U.S.C. 2241 note).

ADDENDUM

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>.)

CLAUSE NUMBER

TITLE

DATE

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.

GFE LEASE AGREEMENT

1. The following Agreement contained in pages 71 through 78 of this contract is hereby incorporated for the purpose of authorizing the use of the following Government Furnished Property (GFP) for production of the instant contract and establishing a use and fee Agreement between Sopakco and U. S. Government to allow for commercial use of the property not to exceed a total period of use of thirteen weeks (25% of the contractors' normal work schedule in any contract fiscal year as defined in paragraph 5 (c) hereof.

Three (3) Stock Rotomat Retorts, Stock America, Model RSE 4/1100

2. **THIS AGREEMENT**, made and entered into this _____ day of _____ 2000, by and between the United States Government through its agency, The Defense Supply Center Philadelphia (DSCP), an operational component of the Defense Logistics Agency, by its authorized agent, the Procuring Contracting Officer (PCO) (hereinafter referred to as the "Government") and SOPAKCO (hereinafter called the contractor).

WITNESSETH THAT,

1. The Government and the Contractor hereby agree to the following terms and conditions hereinafter set forth, for the use of the personal property listed in paragraph 2 hereof.

2. **ASSETS.** This Agreement authorizes the Government to take possession of and retain on the premises described below the following Government Furnished Equipment:

Three (3) Stock Rotomat Retorts, Stock America, Model RSE4/100 Serial #64028/64022/64029

for the period specified in paragraph 9 below. The approved premises for the GFE shall be the Contractor's plant located at:

**SOPAKCO
320 South Broad Street
Bennettsville, SC 29512
~~Cincinnati, OH 45242-2814~~**

3. **INSTALLATION.** The Government will reimburse the contractor its actual costs, up to a maximum of \$20,000, for the unloading and installation of the GFE, under a separate line item and fund cite of the contract. Allowable installation costs shall not include any costs for building improvements, but may include hook-up costs to existing water and power lines. **Under 52.245-2, the Government shall not be liable for any delay in delivering any GFE.**

4. Upon commencement of the term of this Agreement, the Contractor shall retain possession of the property listed in paragraph 2 "as is" without any warranty, express or implied, on the part of the Government as to condition or any fitness for any purpose.

5. **USAGE.**

a. **Government use.** *The contractor is authorized the free use of the GFE described in paragraph 2 above, in the performance of the subject contract.*

b. **Commercial use up to 25%.** Commercial use is also encouraged and is hereby authorized, but for a total period of use not to exceed thirteen weeks (25%) of the contractors normal work schedule in any fiscal year. (See DFARS 245.407) That is, for a contractor running five eight hour shifts per week, the use here authorized should not exceed sixty-five eight hour shifts in a fiscal year. (Any portion of a shift shall be counted as a whole shift for the purpose of calculating this limitation.) A fiscal year is 365 days from the effective date of the Agreement, including day one (or 366 days if the fiscal year includes a February 29th). The contractor shall keep as defined in paragraph 9 hereof, an accurate record of all use. Any questions about the computation of the 25% limitation should be directed to the equipment Contracting Officer either before the commencement of this Agreement or as soon as possible thereafter.

c. **Commercial use exceeding 25%.** DPSC has been delegated the approval for commercial use. DPSC must approve commercial use exceeding 25% of the time available for use, as determined in accordance with DFARS 245.407. A contractor desiring to exceed that limit should therefore request from the PCO permission to do so, and such requests should comply with the requirements of DFARS 245.407, should specify how long a period of use exceeding 25% is requested, and should be submitted at least six weeks before the projected use.

6. RESTRICTIONS.

a. The use of the property shall be restricted to the limitations of the applicable **Stock Rotomat Retort, Stock America, Model RSE 4/1100** Technical Manual and applicable FDA and USDA regulations.

b. Qualified operators and technicians shall be the only persons permitted to operate or make repairs on this property.

c. The Contractor is not authorized to effect any nonstandard modifications to the property without the written consent of the Contracting Officer.

7. **SPARES AND SUPPORT EQUIPMENT.** In the event a Government Furnished piece of property is either damaged or consumed during the term of this Agreement, the Contractor shall repair or replace that item at no cost to the Government.

8. **RIGHT OF PREEMPTIVE USE.** The equipment's primary purpose is to augment the surge capacity available to the Government. Since the government expects to authorize use of the equipment for commercial contracts, the Government reserves the right to preempt such use whenever, in the judgment of the Contracting Officer, exigent circumstances require that the equipment be reserved solely for Government contracts. In such instances the Contracting Officer will provide two weeks written notice to the Contractor that the Government is exercising its right of preemptive use. At the end of that two-week period, use of the equipment for commercial contracts shall cease and it may be used only as directed by the Contracting Officer. The Contractor should consider this right of preemptive use and must provide for it in any commercial contract for which it intends to use the equipment. A shared-production Agreement or some similar arrangement is recommended.

9. **PERIOD OF AGREEMENT.** a. This Agreement shall be for a term of one year from its effective date, which shall be the date the Contractor's offer (this document signed by the Contractor) is executed by the PCO, which shall be not more than thirty days after that signed offer is received by the Government. The Agreement shall be terminable at any time during this period of time by either party giving to the other two weeks (fourteen calendar days) written notice of termination. The

notice period will begin when it is received; day one will be the day after receipt; and the Agreement will expire at the end of the fourteenth calendar day after receipt. In the absence of such notice, the Agreement shall renew for an additional period of one year, and so on from year to year, until either party shall give the other two-weeks written notice of termination.

b. In the event that the Government terminates this Agreement before the completion of the first year (12 months) of this Agreement, the Government agrees to reimburse the Contractor for installation costs over and above the allowable **\$20,000.00** authorized in paragraph 3. These additional installation costs, up to a ceiling of **\$20,000.00**, shall be reimbursed to the contractor on a pro rated basis as follows:

(Installation costs) X (% per month) X (# of months) = Total Reimbursement \$

- a. **Installation Costs:** Installation costs over \$20,000, but not to exceed \$20,000.
- b. **Percentage:** 8.33% assumed percentage of recovery of equipment investment per month
- c. **Number of Months:** 12 minus # of full months from inception to termination

For example: if total installation costs are \$43,000.00, and if the Agreement is canceled 10 ½ months after the effective date (i.e., in the 11th month), the Government will reimburse the contractor as follows:

$\$43,000.00 - \$20,000 = \$23,000.00$ (additional installation costs are limited to \$20,000)
 $\$20,000.00 \times .0833 \times 2 = \$ 3,332$ (total reimbursement)

c. The contractor agrees to submit its itemized list of the complete installation costs incurred within 30 days of installation. Failure to do so will absolve the Government from any payment for these additional installation costs in the event of termination in less than one year (12 months) after the effective date of this Agreement. In the event the contractor terminates the Agreement before the completion of one year (12 months) after the effective date of this Agreement, the contractor will reimburse the Government using the same pro rated formula above, except that the Installation Costs shall be \$20,000.00.

d. This Agreement constitutes general authorization for the contractor to have possession of the equipment on the approved premises. Authorization for use must be specifically requested and granted as provided in paragraph 5, Usage, above, except to the extent authorization is specifically granted in that paragraph.

10. USE FEES:

a. The Contractor shall pay the Government a use fee based on the use of the equipment in any nongovernment work. The use fee for each **Stock Rotomat Retort, Stock America, Model RSE 4/1100** shall be **\$255.00** for any 8-hour shift or part thereof, or **\$318.00** for any 10-hour shift or part thereof. The use fee shall be calculated as follows:

Monthly Use Fee: Number of 8 hour shifts X \$255.00 per shift = Use Fee.
Number of 10 hour shifts X \$318.00 per shift = Use Fee.

b. The Contractor shall be responsible for maintaining usage records and providing such records, which are certified by the resident USDA Inspector or designated DCMC official, to the PCO (Attn: Carol A. DePrisco) with a statement explaining the use fee due, and a certified check in

11. VALUE OF THE PROPERTY. In the event of loss of any of the three (3) Stock Rotomat Retorts RSE 4/1100, the indemnification value of the U.S. Government shall be \$\$170,000 per retort.

12. MAINTENANCE OF GOVERNMENT PROPERTY. The Contractor shall maintain the property in accordance with the appropriate Stock Rotomat Retort Technical Manuals. The Contractor shall not cause the loss of the manufacturer's warranty. Should the warranty be lost the Contractor shall be responsible for replacing any part that would be otherwise covered under the warranty. If replacement of any retort becomes necessary because it breaks down or begins to malfunction, the contractor shall notify the contracting officer, who will determine the cause of the problem and whether it is covered by the retort's warranty. In the event that the warranty has expired or does not cover the worn or damaged part, and the damage is not caused by the negligence of the Contractor or his agents or employees, the Contractor will be authorized to purchase the required part and deduct the amount of that part from the above monthly use fee once the part has been delivered. If the total cost of a repair will exceed \$2,500.00, the contractor will obtain the written approval of the contracting officer before incurring that expense. Before any offset against use-fees is effected, the contractor must obtain the contracting officer's written approval of paid invoices that document the expenses that the contractor proposed to offset. If there are no commercial charges for that month the contractor shall carry over the amount until there is a month that has use fees due. The replacement cost may be used as a credit only to offset costs. In no case will the spare part replacement be reimbursable. The Government will not provide replacement components. The determination as to the cause of the part's damage or failure is the responsibility of the Contracting Officer or designee.

13. CONDITIONS FOR RETURN OF GFE TO THE U.S. GOVERNMENT. Any repair or maintenance work required to be performed before returning property to the Government, is at contractor's cost. The property shall be inspected by a Government representative designated by the Contracting Officer and returned to the U. S. Government via DD Form 1149.

14. The Contractor will provide operators and maintenance at no cost to the Government.

15. The Contractor at his own expense shall store and maintain the property in good condition and repair and make all necessary replacement of components and parts during the term of the Agreement. See paragraph 12 hereof regarding purchase of spare parts and the contractor's right of offset against use fees. All lubricants, maintenance, and shop usage items shall be furnished by the Contractor. The Contractor shall assume all charges for the use or maintenance of this property during the term of this Agreement. Maintenance shall be in accordance with good manufacturing practices and paragraph 18. Contractor shall, during the term of this Agreement, make no additional changes or alterations in the property, except with written consent of the Contracting Officer.

16. The Contractor shall not mortgage, pledge, assign, transfer, sublet, or part with possession of any property in any manner to any third party either directly or indirectly, except that this provision shall not preclude the Contractor from permitting the use of the property by a third party with the prior written approval of the Contracting Office; and the Contractor shall not do or suffer anything whereby any of the property may be encumbered, seized, taken in execution, attached, destroyed or injured.

17. After taking possession as provided in clause 4, the Contractor shall be solely responsible for the property until it is returned to the Government as provided for in this Agreement. The property shall be returned in as good a condition as when received, reasonable wear and tear excepted. If the Contractor fails to return the property, the Contractor shall pay to the government the amount specified in paragraph 11 above, as the value of the property less the amount determined by the

Contracting Officer to represent reasonable wear and tear for the period during which the property was useable. If the Contractor returns the property in other than as good a condition as when received, reasonable wear and tear excepted, the Contractor shall pay to the government the amount specified in paragraph 11 as the value of the property less both the amount determined by the Contracting Officer to represent reasonable wear and tear for the period during which the property was usable and the scrap value of the property.

18. The Contractor shall take all steps necessary to protect the interests of the Government in the property, and the Contracting Officer may require the Contractor, at its own expense, to procure such insurance as may be necessary to protect the Government's interest.

19. (a.) On or before the last day of the term of this Agreement or, in the event of earlier termination, as soon after termination as possible, the Contractor shall return the property to the location designated by the Contracting Officer. If the Contractor initiates termination of this Agreement, the Contractor shall be responsible for paying all costs involved in delivering the property to the destination designated by the Contracting Officer (the designated destination). Those costs shall include, but not be limited to, the cost of de-installation, packaging, handling and transportation of the property. Though the Contractor shall be responsible paying the full amount of the transportation costs to the designated destination, the Contractor's responsibility for transportation costs shall be limited to the amount required to transport the property from the contractor's plant to the Defense Supply Center Philadelphia (DSCP). If the cost of transporting the property to the designated destination exceeds the cost of transporting it to DSCP, the excess will be reimbursed to the contractor by the Government upon the contractor's submitting an invoice to the Contracting officer for such excess, supported by appropriate documentation to show the costs actually incurred and what the cost to DSCP would have been. In the event the Government incurs any packing handling, or transportation costs in the return of the property, the Contractor shall promptly reimburse the Government upon the Government's submission of an invoice for such costs. The risk of loss to the property shall remain with the Contractor until receipt of the property by the Government at the designated destination.

(b) In the event that a destination is not designated by the Contracting officer before the termination of this Agreement, the Contractor agrees to continue to store and maintain the property, bear the risk of loss for it and prepare it for shipment when notified of a destination, for up to 60 days after the termination of this Agreement at no cost to the Government.

(c) If the Government initiates termination of this Agreement, the Government will be responsible for all costs of packaging, handling of the property, and transportation of it to the designated destination. The Contractor will be responsible for any de-installation costs.

20. The property is provided without operators. Any operators deemed incompetent by the Contracting Officer shall be barred from operating the property.

21. In addition to the requirements set forth in any other part of this Agreement, the Contractor shall submit reports and records as required by 52.245-2 Government property (Fixed Price Contracts), which is hereby incorporated by reference. These records shall be submitted in duplicate to the Administrative Contracting Officer (ACO) or his/her designee. The ACO shall provide a copy to Dawm :Leason, Contractin Officer, Defense Supply Center Philadelphia Attn: DPSC-HRUT 700 Robbins Avenue,. Phila, PA 19111.

22. Upon request of the Contractor, the Contracting Officer shall furnish without charge, copies of drawings, specifications, or instructions as the Contractor may require for the operation of repair of the property and as may, in the discretion of the Contracting Officer, be reasonably available.

23. **INDEMNIFICATION.** The Contractor shall indemnify and hold the Government harmless against claims (including reasonable expenses of litigation and/or settlement) for damages to the property of the Contractor or claims by third persons (including officers, agents, servants, or employees of the Contractor) for death, personal injury, loss of or damage to property arising from Contractor's authorized or unauthorized use of the property and occurring during the term of the Agreement. The Contractor shall assume all risk of loss, damage or destruction to property. In the event of a claim or notice of legal action arising under this Agreement, or relating to the property, either party (Government or Contractor) shall notify the other as soon as possible after receipt of said claim or notice.

24. At all times the Contracting Officer (or authorized designee) shall have access to the job site whereon any of the property is situated, for the purposes of inspecting or inventorying the same, or for the purpose of removing the same in the event of the termination of the Agreement.

25. **CONTROL AND MAINTENANCE OF GOVERNMENT PROPERTY.** The contractor shall be solely responsible for the storage and maintenance of the property at no cost to the Government. The provisions of Subpart 45.5 of the Federal Acquisition Regulations (FAR) and the DoD FAR Supplement which set forth requirements for establishing and maintaining control over Government property are incorporated by reference and made a part hereof.

26. **ADJUSTMENT OF RENTALS - STATE OR LOCAL TAXATION.** Except as may be otherwise provided, the rental rates established in this Agreement do not include any State or local tax on the property herein. If and to the extent that such property is hereinafter made taxable by State and local government by Act of Congress or other law binding on the parties hereto, then in such event the Agreement shall be renegotiated.

27. Except as otherwise specified in this Agreement, all notices to either of the parties to this Agreement shall be sufficient if mailed in a sealed postpaid envelope addressed as follows:

To the Contractor

SOPAKCO
118 South Cypress Street
PO Box 1047
Mullins, SC 29574

To the Government

TO

Ms. Dawn Leason
Contracting Officer
Defense Supply Center, Philadelphia
Attn: DSCP-HRUT
700 Robbins Avenue
Philadelphia, PA 19111

COPY

DCMA Atlanta
GAOB
Forney Street, Bldg 3290
Fort Jackson, SC 29207-7000
Attn: Karen Benner ACO

28. **DEFINITIONS.** As used throughout this Agreement, the following terms shall have the meanings set forth below.

a. The term "Contracting Officer" means the person executing this Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated a Contracting Officer, cognizant of this contract, and the term includes, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of his authority.

b. "Administrative Contracting Officer" refers to the Contracting Officer who is responsible for administering this Agreement.

29. **PURPOSE.** The specific purpose of this Agreement is to provide the Defense Logistics Agency Defense Supply Center Philadelphia with surge capability in the event of a contingency, and for the Contractor to develop a commercial business base thereby reducing the Contractor's dependency on the Government, strengthening the retort industrial base, and reducing costs to the Government.

30. **UNAUTHORIZED TO COMMIT U. S. GOVERNMENT.** The Contractor is not authorized to commit the U. S. Government to any transactions. Requests for sale of defense articles will be subject to established review procedures and applicable statutes and regulations.

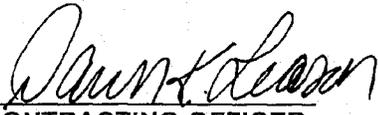
31. **APPROVAL.** This Agreement shall be subject to the written approval of the Director of Contracting and Production or his duly authorized representative and shall not be binding until approved.

32. **ALTERATIONS.** The following changes were made in this Agreement before it was signed by the parties hereto:

NONE

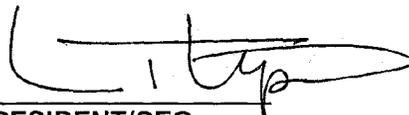
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and year first above written.

UNITED STATES OF AMERICA

BY 
CONTRACTING OFFICER

DATE 8/29/00

SOPAKCO

BY 
PRESIDENT/CEO

DATE 8/28/00