

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE

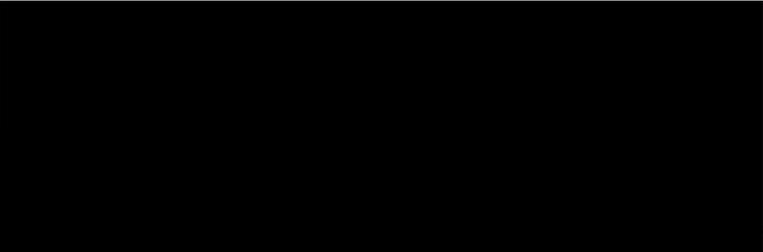
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1 31

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	SP0300	7. ADMINISTERED BY (If other than Item 6)	CODE

Defense Supply Center Philadelphia  
700 Robbins Avenue, 6B098  
Philadelphia, PA 19111-5092

F. Tallent 215-737-2969

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO. SP0300-02-R-7049
	9B. DATED (SEE ITEM 11) 29 July 2002
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

MRE XXIII

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:**

Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE THE FOLLOWING PAGE (S)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JAMES A. LECOLIER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

No food components are fortified with "iron" at this time. The following change to be made on the carton label is provided for pending and future procurements: Delete the "Iron Column" entirely from the chart. The change cited above is required on the carton label print itself. The cartons from the following items as referenced in ACR-M-023A, dated 15 April 2002, are affected by this change:

<u>Item</u>	<u>DOC NO</u>
Beans, Western	PCR-B-011
Clam Chowder, New England style	PCR-C-045
Minestrone Stew	PCR-M-004
Noodles, Buttered, Pouch	PCR-N-0001
Potatoes, Mashed, Pouch	PCR-P-011
Rice, Pouch	PCR-R-001
Apple Slices in Spiced Sauce, Pouch	PCR-A-001
Fruits, Wet Pack, Pouch	PCR-F-002A



# NUTRITION: A FORCE MULTIPLIER

## VITAMIN AND MINERAL FORTIFICATION

Nutrient levels in the MRE are based on the Recommended Dietary Allowances (Daily Values) which are adapted to meet operational requirements.

Fortification Maximizes the Nutrition of the Ration by Adding or Increasing Vitamins and Minerals within some Ration Components.

Fortification Provides you the Additional Edge to Maximize Your Performance.

The table below shows fortified MRE components. The X shows which vitamins and minerals have been added to a specific component. These components should always be eaten.

RATION COMPONENT	VITAMINS							MINERALS
	A	C	B1	B2	Niacin	B6	D	Calcium
Beverage Base		X						
Cocoa Beverage	X	X	X			X		
Cheese Spreads	X	X	X			X		
Peanut Butter	X	X	X			X		
Crackers			X	X	X	X		X
Dairyshakes							X	X
Wheat Snack Bread			X	X	X	X		X
Fruits		X						



**HDR PRICING:** The maximum price for the HDR base year is \$3.85; For option year one \$3.90; For option year two \$3.95.

The following changes address [REDACTED]  
Tab 1, Assembly Document:

*changes to assembly spec*

**p.6-15:** Following changes apply to ACR-M-023A:

a. D, D-1, A, (1), line 7, after "inch of width.", insert the following:

"As an alternative to the seal strength requirement, the filled and sealed packet shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E, C, (5), a or E, C, (5), c."

b. E, C, (5), a., line 11, after "rejection of the lot.", insert the following:

"Any average seal strength of less than 3.5 pounds per inch of width shall be cause for rejection of the lot. Alternatively, the internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table IV, footnote 2/) shall be considered a test failure and shall be cause for rejection of the lot."

c. E, C, (5), c., line 13, after "rejection of the lot.", insert the following:

"Alternatively, the internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per

square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table IV, footnote 2/) shall be considered a test failure and shall be cause for rejection of the lot."

*CHANGES TO THE FRUIT BAR*  
Tab 4, Page 11 of MRE 23 Technical Data Package: The following changes should be added immediately below the existing change that ends "Section D shall be cause for rejection of the lot."

*Fruit Bar Starts*

Page 2/13 of the QAPs, b. Pouch construction, line 8, after "a.", insert: "Alternatively, the pouch shall exhibit no rupture or seal separation greater than 1/16 inch when tested for internal pressure resistance as specified in E-5,A,(3),c."

Page 3/13 of the QAPs, c. Pouch filling and sealing, line 7, after "b." add;

"Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal to less than 1/16 inch when tested for internal pressure resistance as specified in E-5,A,(3),c."

Page 3/13 of the QAPs, (for Horizontal/Form/Fill/Seal pouches) a. Pouch material, lines 20-22, after "pouch.", add: "The flat sheet cover shall be made of the same 3-ply laminate as specified for the tray-shaped body except the aluminum foil thickness may be 0.00035 inch."

Pages 3 and 4/13 of the QAPs insert the following: "b. Pouch construction. The tray-shaped body and the tray-shaped cover shall be formed by drawing the flexible laminate material into an appropriately shaped cavity. The flat cover shall be in the form of a flat sheet of the barrier material taken from roll stock. Product as specified in D-1,A shall be placed into the tray-shaped body of the pouch. The filled pouch body shall be hermetically sealed with a vacuum level of 15-20 inches of mercury. Pouch closure shall be effected by heat sealing together the cover and body along the entire pouch perimeter. The closure seal width shall be a minimum of 1/8 inch. The closure seal shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-5,A,(3),c. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-5,A,(3),c. The outside dimensions of the sealed pouches shall be a maximum of 5-5/16 inches wide by 8-1/8 inches long. The closure seal width shall be a minimum of 1/8 inch. A tear nick, notch, or serrations shall be provided on one outside

edge or two opposite outside edges of the pouch to facilitate easy opening of the filled and sealed pouch. The sealed pouches shall not show any evidence of material degradation, aluminum stress cracking, delamination or foreign odor. Heat seals shall be free of occluded matter. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects."

Pages 9 and 10/13 of the QAPs, insert the following new paragraph allowing Internal Pressure Testing: "c. Internal pressure test. The internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig

pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table II, footnote 2/) shall be considered a test failure. Any test failure shall be cause for rejection of the lot."

**The following changes address Peanuts, Roasted.**

Tab 4, Page 18, C-5 of MRE 23 Technical Data Package: The following changes are to the Packaging Requirements and Quality Assurance Provisions for Nuts, Shelled, Roasted, A-A-20164B, 17 September 1999.

Page 2, Section D, Para D-1A.(1)b., line 9, after "E-5, A.(4),a." insert new sentence "Alternatively, the pouch shall exhibit no rupture or seal separation greater than 1/16 inch when tested for internal pressure resistance as specified in E-5,A,(4),c."

Page 2, Para D-1,A, (1)c., line 8, after "E-5,A,(4),b." insert new sentence "Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal to less than 1/16 inch when tested for internal pressure resistance as specified in E-5,A,(4),c"

Page 3, Para D-1A,(2)b., line 10, after "E-5, A,(4),b." insert new sentence "Alternatively, the sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 when tested for internal pressure resistance as specified in E-5,A,(4),c"

Page 9, Section E, add new Para "E-5,A,(4),c. Internal pressure test. The internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table II, footnote 2/) shall be considered a test failure. Any test failure shall be cause for rejection of the lot.

**The following changes are for Cookies.**

Tab 4, Page 8, C-2 of MRE 23 Technical Data Package: The current Packaging Requirements and Quality Assurance Provisions for CID A-A-20295, Cookies are dated 30 October 2001.

**Tab 4, Misc. Technical Requirements:**

p.5: Under Wooden Pallets, line 7, change "NC" to read "NC-US".

p.18: C-5 for Noodles, Chow Mein, CID A-A-20112B, add:

"D-1, A.(1),b., line 2, delete "7", insert "7 1/4"

"D-1, A.(2),b., line 14, delete "7 3/8". insert "8 5/8".

p.23-24: The following changes apply to the Quality Assurance Provisions and Packaging Requirements dated 30 September 1999, for CID-A-A-20195B, Snack Foods.

Page 1, C-1, Add "Packages, Package A – Meal, Cold Weather (MCW), Package B – Food Packet, Long Range Patrol (LRP), Package C – Meal, Ready-to-Eat (MRE)" after Types, styles, and flavors section.

Page 2, D-1, A., (1), a. Pouch material, Line 6. Delete "The complete exterior surface – Government Procurement" and Add "For package A (MCW), the complete exterior surface of the pouch shall be colored white overall with a color in the range of 37778 through 37886 of FED-STD-595, Colors Used in Government Procurement. For package B (LRP) and package C (MRE), the complete exterior surface of the pouch shall

be uniformly colored in the range of 20219, 30219, 30227, 30279, 30313, 30324, or 30450 of FED-STD-595.”

p.25: The following changes apply to the Quality Assurance Provisions and Packaging Requirements for CID A-A-20336, Coffees Flavored Instant, Powdered:

Page 1, C-1, Add Packages, Package A - Meal, Cold Weather (MCW), Package B - Food Packet, Long Range Patrol (LRP), Package C - Meal, Ready-to-Eat (MRE) after Types, styles and flavors.

Page 2, D-1, A., (1), a. Pouch material. Delete last sentence and Add “For package A (MCW), the complete exterior surface of the pouch shall be colored white overall with a color in the range of 37778 through 37886 of FED-STD-595, Colors Used in Government Procurement. For package B (LRP) and package C (MRE), the complete exterior surface of the pouch shall be uniformly colored in the range of 20219, 30219, 30227, 30279, 30313, 30324, or 30450 of FED-STD-595.”

p. 25 : Under paragraph listing changes to Packaging Requirements and Quality Assurance Provisions for CID A-A-20336, Coffees, Flavored, Instant, delete “No changes at this time”, and insert “(4)Microbiological. The Salmonella test shall be negative per 25 grams of product.

*Natick hasn't made the change yet so we can't delete it.*

*see Tim on this though Martha thought I was removed*

**Tab 5, Entrée Changes:**

**p.7: Beef in Teriyaki Sauce, PCR-B-0001:**

Under line in bold that reads “Make following changes:”, delete all language from “(i) thru 7.23” and substitute the following new changes:

In section C-2, para D(2)(Vegetables): after “kinds” insert “**water chestnuts**”, **bamboo shoots** and”.

In section C-3, para A(2)(Product): Delete formulation and insert:

Beef slices, cooked	38.00
Sauce	38.00
Water chestnuts, cnd, sld	10.10
Mushrooms, cnd, stems & pieces	7.40
Bamboo shoots, cnd, sld	6.50

**p.18: Chicken in Thai Style Sauce, PCR-C-0003:**

Top of page delete changes identified as (i) and (ii). Substitute the following new changes:

“(i) In section C-2, para D(2) (Vegetables): after “sliced celery” insert “sliced water chestnuts”.

“(ii) In section C-3, para A (Ingredients): after “sliced celery” insert “sliced water chestnuts”.

**p.43:** Under Beans, Western, PCR-B-011, add: "Section D: Para D-2B.(2), in last line after "smaller than" delete "4-1/4 inches by 6-3/4 inches" and substitute "3-3/4 inches by 5-3/4 inches".

**p.46:** Under Clam Chowder, PCR-C-045, add: "Section D: Para D-2B.(2), in last line after "smaller than" delete "4-1/4 inches by 6-3/4 inches" and substitute "3-3/4 inches by 5-3/4 inches".

**p.47:** Under Minestrone Stew, PCR-M-004, add: "Section D: Para D-2B.(2), in last line after "smaller than" delete "4-1/4 inches by 6-3/4 inches" and substitute "3-3/4 inches by 5-3/4 inches".

**p.56:** Under Potatoes, Mashed, PCR-P-011, add: "Section D: Para D-2B.(2), in last line after "smaller than" delete "4-1/4 inches by 6-3/4 inches" and substitute "3-3/4 inches by 5-3/4 inches".

**p.59:** Under Rice, PCR-R-001, add: "Section D: Para D-2B.(2), in last line after "smaller than" delete "4-1/4 inches by 6-3/4 inches" and substitute "3-3/4 inches by 5-3/4 inches".

**The following changes address "Storage of Component Items" and "Menu Sub Assembly Pack Inspection", and 5. "E-1-B-9".**

**Section H-2, "Storage of Component Items":**

First paragraph, delete: "Candy components (excluding Type X and Type XII candies) and chocolate covered cookies and brownies shall be stored in the following manner prior to assembly:", and

Replace with: "The Candy, Pan-coated, Chocolate Discs component (Type VI, Flavor 1) and the Chocolate-covered Cookies shall be stored in the following manner prior to assembly:"

**Insert in Section 6, page 23:**

**E-1-B-9. Quality Assurance Provisions and Packaging Requirements for Commercial Item Descriptions**

For items where a Commercial Item Description is cited as the prime document in the solicitation, compliance with applicable Commercial Item Description requirements will be determined on the finished product (end-item component lot) in accordance with the applicable provisions in the Commercial Item Description, solicitation, contract, or purchase order and the Quality Assurance Provisions and Packaging Requirements for the Commercial Item Description.

However, where end-item analytical testing is required, the following shall apply. The finished product (end-item component lot) packager may submit a Certificate of Analysis (COA), from the bulk supplier, from own bulk lot testing, and/or from own end-item lot

*COA*

testing, as contractor verification of end-item compliance with analytical requirements. Microbiological testing, where required, will be performed using end-item lot testing only.

The "Alternative Inspection Requirements for Selected Items (DSCP Clause 52.246-9P10)(JAN 1998)" shall apply.

**E-1-B-10. Quality Assurance Provisions and Packaging Requirements for Performance Contract Requirements.**

For items where a Performance Contract Requirement (PCR) is cited as the prime document in the solicitation, compliance with applicable PCR requirements will be determined on the finished product (end-item component lot) in accordance with the applicable provisions in the PCR, solicitation, contract, or purchase order.

However, where end-item analytical testing is required, the following shall apply to Chocolate Disc Cookies, Vanilla Sugar Cream Wafer Cookies, and Chocolate Sports Bar. The finished product (end-item component lot) packager may submit a Certificate of Analysis (COA) from the bulk supplier, from own bulk lot testing, and/or from own end-item lot testing, as contractor verification of end-item compliance with analytical requirements. Microbiological testing, where required, will be performed using end-item lot testing only.

The "Alternative Inspection Requirements for Selected Items (DSCP Clause 52.246-9P10)(JAN 1998)" shall apply.

**Insert in Section 6, page 34:**

**E-11. Menu Subassembly Packet Inspection**

**A. Requirement for MRE Menu Subassembly Packet.**

In addition to any other requirements for the MRE menu subassembly packet, the following labeling and marking requirement is applicable:

**MRE menu subassembly packet marking.** Each pack shall be clearly printed with permanent ink in large letters of black, purple, or similar dark contrasting color with a julian date of pack and a menu identification.

**B. Quality Assurance Provisions for the MRE Subassembly Packet.**

**Menu subassembly packets.** The contractor is responsible for the performance of all inspection requirements (examinations and tests) as specified below for each production lot of each type of menu subassembly packet:

**(a) Menu subassembly packet examination.** The filled and sealed preformed packs or form-fill-seal packs, shall be examined for the defects listed in table VII. The lot size shall be expressed in packs. The sample unit shall be one filled and sealed pack. The inspection level shall be S-4 and the AQL, expressed in terms of defects per hundred units, shall be 2.5 for major defects and 4.0 for minor defects.

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(c) **Menu subassembly packet closure seal testing.** Seal strength testing shall be performed in accordance ACR-M-023A, Section E, C. (5) c..

**Concerning the use of non-coniferous pallets.**

A change in policy will likely occur in Jan. 2003, however, no changes are required at this time.

**OTHER CHANGES:**

The following changes apply to the military nutritional labeling information that appears on various MRE starch, soup and fruit component item cartons entitled "NUTRITION: A FORCE MULTIPLIER". The cartons from the following items as referenced in ACR-M-023A, dated 15 April 2002, are affected by this change. (See Attachment # 1)

**D2. Labeling, B. Cartons, (2) Military Nutritional Information,** in each of the below PCRs:

<u>ITEM</u>	<u>DOC No</u>
Beans, Western	PCR-B-011
Clam Chowder, New England style	PCR-C-045
Minestrone Stew	PCR-M-004
Noodles, Buttered, Pouch	PCR-N-0001
Potatoes, Mashed, Pouch	PCR-P-011
Rice, Pouch	PCR-R-001
Apple Slices in Spiced Sauce, Pouch	PCR-A-001
Fruits, Wet Pack, Pouch	PCR-F-002A

Changes below to be made on the carton label are provided for all future procurements starting with MRE XXIII (2003 DOP):

- a. For the Beverage Base ration component, delete the "X" under "Calcium" column.
- b. Insert an "s" at end of Cheese Spread, making it plural to read, "Cheese Spreads".
- c. Delete "Jalapeno Cheese Spread" entirely from chart.
- d. Insert a new Vitamin "D" column between existing columns "B6" and "Calcium".
- e. Delete "Oatmeal Cookie Bar" entirely from chart. Replace with new ration component, "Dairyshakes", inserting an "X" under columns "Vitamin D" and "Calcium".
- f. Delete "Chocolate Covered Cookie" entirely from chart. Replace with new ration component, "Wheat Snack Bread", inserting an "X" under columns "Vitamin B1, Vitamin B2, Niacin, Vitamin B6 and Calcium".

**Table VII. Filled and sealed Menu Subassembly Packet**

Category		
Major	Minor	Defect
101		Not clean. 1/
	201	Seal width less than 1/16 inch. 2/
	202	Tear nick, notch, or serrations missing.
	203	Tear, hole, or open seal
	204	Evidence of delamination, as applicable.
	205	Labeling missing, incorrect, or illegible

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

- a. Foreign matter which presents no health hazard or potential package damage and which can be readily removed by gently shaking the package or by gently brushing the package with a clean dry cloth.
- b. Localized dried product which affects less than 1/8 of the total surface area of one package face, or an aggregate of scattered dried product which affects less than 1/4 of the total surface area of one package face.

2/ An effective seal is defined as any uncontaminated, fusion bonded, continuous path, minimum 1/16 inch wide, producing a hermetically sealed pouch.

**(b) Menu subassembly packet contents examination.** Perform as part of the Assembled meal bag examination, in accordance with ACR-M-023A, Section E, C. (4). Use the following additional defects when inspecting for Table VI. Assembled meal bag defects:

**Major Category:**

“Plastic shrink film missing from around screw cap of hot sauce bottle or hot sauce bottle leaking

**Minor Category:**

“Missing or unserviceable accessory component (for example, tear, hole, or open seam in coffee, tea, cream substitute, sugar, salt, or hand cleaner; or crushed gum)”.

to  
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The following change is provided to add language to meal bag labeling prohibiting the use or transport of flameless ration heaters on commercial airlines unless sealed in the original MRE menu bag.

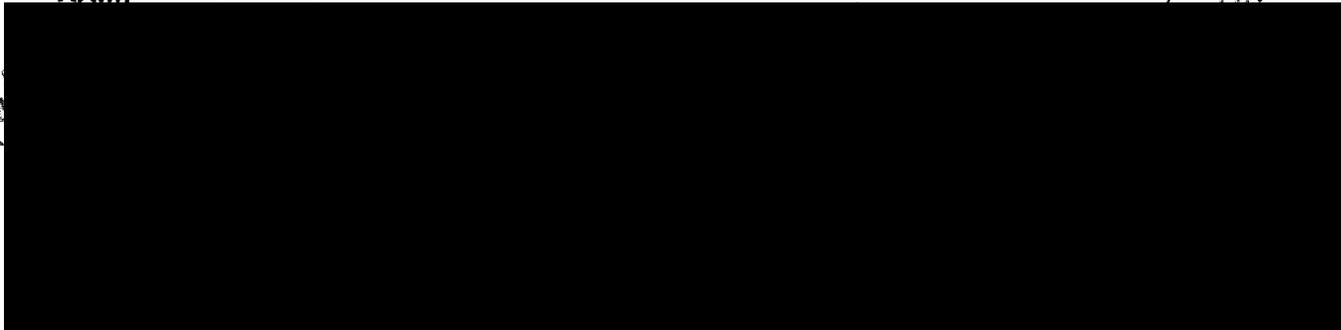
**Tab 1, Page 9 , Figure 1. Delete and insert new figure 1. (Attached)**

The following changes are to clarify HDR accessory packet requirements:

The following change should appear in the MRE XXIII Technical Data Package, Tab 7, Page 1:

After, "Each meal bag shall additionally contain:" add:  
"salt, table, iodized, fine granulated or evaporated  
black pepper  
non-alcohol premoistened towelette  
7-inch plastic spoon"

**The following addresses changes to the Technical Data Package for MRE XXIII:**



**The following are changes to the solicitation package:**

Insert clause 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility (attached) to page 85.

Insert clause 52.204-9P04 Certification Regarding a Previously Executed Electronic Data Interchange (EDI) Trading Partner Agreement (TPA) (MAR 1994) DSCP (attached) to page 84.

Page 112 delete paragraph L-2 Technical Proposals and replace with the following:

Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of

services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

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

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

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

The following is incorporated into this solicitation:

### **RADIO FREQUENCY (RF) TAG REQUIREMENTS**

#### **I. DEFINITIONS**

- A. **RF TAG:** A small radio transceiver that can store user defined data in nonvolatile, read/write memory, and can be monitored and controlled by other devices. RF tags may be "active" which contain their own power source or "passive" which receive their power from an interrogator by radio frequency (RF) transmission
- B. **RF INTERROGATOR:** Electronic device used to detect, "read" and "write" specific information on a RF tag
- C. **RF RETRIEVER COMPUTER:** An industrial computer configured to receive signals, via data cable from the RF Interrogator, and "upload" RF Tag information via a phone line to destination server. It has no monitor or keyboard.
- D. **RF LAPTOP WRITE STATION COMPUTER:** A "laptop" computer configured to "write" tags in conjunction with a RF Interrogator.
- E. **RF WRITE SOFTWARE:** The Government-owned software used in conjunction with RF equipment to gather RF tag data on military-sponsored shipments and

report information for compilation in Government databases on regional servers for In-Transit Visibility.

## II. GENERAL INFORMATION

- A. It is the objective of the Government to use RF Technology for all Class I (Food) containers going OCONUS in order to maintain Total Asset Visibility (TAV) of subsistence on the battlefield. The Army has incorporated RFID Technology into its Joint Vision 2010 Focused Logistics Program.
- B. The RF application software to be used for RF tagging of OCONUS shipments is Government-owned. The Government shall provide the RF Write software and technical services required to facilitate implementation of RF tagging of shipments. This includes surveying the Contractor/Supplier (hereinafter the "Contractor") site for RF site preparation, installation and testing of hardware and software, installation of communications software interfaces to Government servers, and training vendor personnel to use the integrated software and hardware composing the RF tag "write" and "read" capabilities. The Government points of contact for acquiring the RF software and technical services are: Mr. Jeffrey Fee, 703-617-7040, [jeffrey.fee@hqda.army.mil](mailto:jeffrey.fee@hqda.army.mil), or Ms. Dyna Duncan, 703-617-0842, [dyna.Duncan@hqda.army.mil](mailto:dyna.Duncan@hqda.army.mil).

## III. RF EQUIPMENT AND EQUIPMENT SUPPORT

### A. HARDWARE:

All RF equipment will be Government-Furnished Materiel (GFE). The Contractor shall contact and coordinate with the Government POCs for the delivery, installation and configuration of the RF Computers and RF Interrogator units, for initial inventory of RF tags, and for any other assistance or advice required.

#### 1. RF Retriever Computer:

Each Contractor will be supplied with one (1) RF Retriever Computer. The computer will have RF Write software installed and has no keyboard and no monitor. It will automatically receive data from the RF interrogator and forward it to a regional server using a telephone line (toll-free number) to be provided by the Contractor.

#### 2. RF Laptop Write Station:

Each Contractor will be supplied with one (1) RF laptop computer configured with RF Write software. Connected with a RF Interrogator, this unit enables the

Contractor to write shipment information to RF tags, and to up-load the written tag data to a regional server using a telephone line (toll-free number) to be provided by the Contractor

3. RF Interrogators:

Each Contractor will be supplied with two (2) RF Interrogators. One is required for the RF tag read station and one for the RF laptop write station.

4. RF TAGS:

The RF Tag model 410 is an "active" tag with its own database engine and file system. It features 128 bytes of read/write memory and supports tag-initiated communication triggered by system sensors. It is hermetically sealed, waterproof, and able to withstand the shock and vibration of transportation. **One (1) RF Tag model 410 is required for each container shipment.** The initial inventory of RF Tags shall be provided by the Government for use on Government-sponsored shipments.

**B. SOFTWARE:**

The Government will furnish all application software, and perform all actions required to install and test software, and then train Contractor personnel to use software and equipment to perform required RF tag activities.

**C. RF INFRASTRUCTURE SUPPORT:**

1. The Government shall coordinate and conduct a site survey of the vendor facility for installation of the RF equipment. The Contractor shall provide and equip physical locations for RF equipment in accordance with the site survey.

2. The Contractor will provide the following infrastructure for the RF interrogator "read" station:

1. Mounting of a (GFE) bracket plate to support the RF Interrogator. The Government shall provide the bracket to the Contractor as GFE.
2. Installation of an un-switched 110VAC receptacle within two feet of the interrogator mount.
3. Installation of conduit or pathway for running of a data cable between the RF Interrogator and the RF Retriever Computer inside a building near the RF Interrogator "read" location.
4. Shelf space for the RF Retriever Computer and installation of an un-switched 110VAC receptacle within two feet.
5. Installation of a telephone line near the RF Retriever Computer capable of dialing a toll-free number.

3. The Contractor will provide the following infrastructure for the RF laptop write station:

1. Shelf space with a 110VAC receptacle within two feet of the RF laptop write station location
2. A telephone line near the RF laptop write station capable of dialing a toll-free number.
3. The Government shall install and test RF equipment after the supplier has completed infrastructure requirements work. The vendor shall provide assistance to the equipment installation team to facilitate installation and testing and to insure access to RF equipment locations.

#### ***IV. PROCEDURES***

A. Each Contractor shall input data, or "write", one RF tag for each container load, **when directed by the DSCP/E Item Manager**, and affix the RF tag to the Container by the most secure method available. Each RF tag shall be written to contain the data attached, formatted as specified by the data definition for the 128k RF tag. The Government will provide training for contractor personnel to "write" the data to tags, and to "read" and upload tag data upon shipment container departure from contractor location. The data format is at attachment 1.

B. The Contractor shall be responsible for replenishing and maintaining its inventory of RF tags. The replenishment RF tags will be provided as Government furnished equipment (GFE), at no cost to the Contractor. **Note however, that the Contractor shall be fully liable for any loss or damage of RF Tags.** The Contractor shall obtain its replenishment RF Tags from the following DDC Management Center for RFID Tags:

Defense Distribution Depot Susquehanna, PA  
DDSP-T, ATTN: Terri Small  
Bldg. 2001, Door 113-134  
2001 Mission Drive  
New Cumberland, PA 17070-5001  
DSN 977-4369, Com (717) 770-4369

- B. **The Contractor shall maintain a log for its inventory/use of RF Tags. The log shall, at a minimum, contain the following information: initial inventory; detail of each RF Tag shipped (e.g. RF Tag serial #, container #, TCN, date shipped, destination); detail of any RF**
- C. **Tag returned to the RFID Mgmt Center; on-hand inventory. This information shall be promptly provided by the Contractor upon request of the Contracting Officer or authorized COR.**
- D. **Upon request of the Contracting Officer, or COR, the Contractor shall promptly return any, or all, GFE RF Tags to the DDC RFID Management Center above. The Contractor shall prepare RF Tags for shipment as directed by the Government POCs, and shall make such shipment to the DDC Mgmt Center at its own expense. The Government will not make payment for any return shipments.**

These additional changes apply to technical data package.

Tab 7, page 9, section E-3:

Delete "E-3 Exception to paragraph 4.2.5.1 of ACR-M-023." And insert " E-3 Exception to paragraph E., C., (4) of ACR-M-023."

Tab 7, page 10, section E-3.

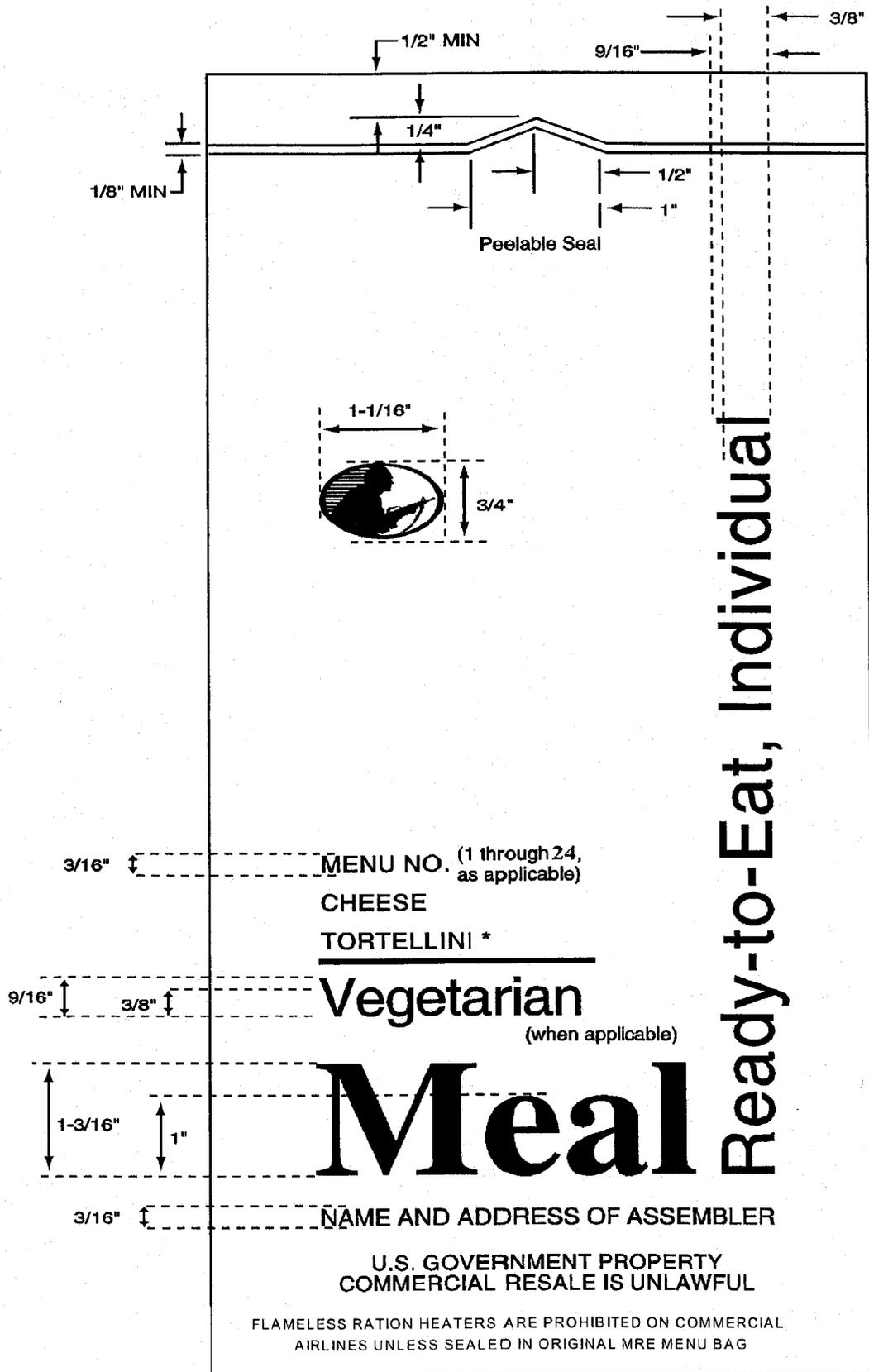
Table 1: HDR Meal Bag and Component Bag Defects, Category Major 107 defect description, delete " Tear, hole, puncture, or open seal in non-thermostabilized component packing 4/" and insert "Tear, hole, puncture, or open seal in non-thermostabilized food component packaging 4/".

**NOTE:** Under the authority of FAR 6.302 ( C ) 50% of all preformed retort pouches used under this solicitation and resultant contract must be of domestic origin.

**NOTE:** Sec. 8136 During the current fiscal year, Section 2533a (f) of Title 10, United States Code, [ the processed food exception of the Berry Amendment, 10 U.S.C. & 2533a ] shall not apply to fish, shellfish, or seafood product. This section is applicable to contracts and subcontracts for the procurement of commercial items notwithstanding section 34 of the Office of Federal Procurement Policy Act (41 U.S.C. & 430).

**Please include your revised written offer to the Business Opportunities Office at Facimile # (215) 737-9300, 9301, 9302, or 9303 no later than 3:00P.M. local Philadelphia time, Tuesday, February 18, 2003.** Facsimile offers to this request are hereby authorized using the numbers listed above. Put correspondence to the attention of Frank Tallent, DSCP-HRAA

Any modification to your proposal received after the above date and time will be treated as a late proposal in accordance with the Late Offers clause FAR 52.212-1 (f).



TAB 1, Page 9

Figure 1

SECTION K

[X] 52.204-9P04 CERTIFICATION REGARDING A PREVIOUSLY EXECUTED ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT (TPA) (MAR 1994) DPSC

The Offeror certifies that--

(a) It intends to use a previously executed EDI TPA in the performance of any resultant contract.

(b) Such EDI TPA--

(1) is between the Defense Personnel Support Center, Directorate of \_\_\_\_\_ and \_\_\_\_\_

(2) is dated \_\_\_\_\_; and

(3) includes the following modification(s) (if "none", so state):

Modification Number	Date
_____	_____
_____	_____
_____	_____

52.209-5 -- Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.

As prescribed in 9.409(a), insert the following provision:

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

(a)

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

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the

Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES. IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

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

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

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

## SUBCONTRACTING PLANS

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

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

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

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

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

**Reports:** Requirement to submit periodic reports

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

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

### INDIVIDUAL SUBCONTRACTING PLAN:

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

### MASTER SUBCONTRACTING PLAN:

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

### COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant or division wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the

subcontracting plan may cover the company's commercial production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

#### DEFINITIONS

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

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

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

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

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

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

DEFINITIONS (cont'd)

**SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN**

(1) A small business concern –

- (i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and
- (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

**VETERAN-OWNED SMALL BUSINESS CONCERN**

A small business concern –

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

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

**SUBCONTRACTING PLAN**

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

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

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

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

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

**Fill in Applicable Section:**

**Type of Plan**

1. **Master Subcontracting Plan**

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

\_\_\_\_\_ Division

2. **Commercial Subcontracting Plan**

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

\_\_\_\_\_ Division

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

**Complete the following if submitting a Commercial Subcontracting Plan.**

**Company/Division's Fiscal Year**

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

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

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

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

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

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

- 3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify those supplies and services to be subcontracted to small business by one asterisk (\*), veteran-owned small business by two asterisk (\*\*), service-disabled veteran-owned small business by three asterisk (\*\*\*), HUBZone small business by four asterisk (\*\*\*\*), small disadvantaged business by five asterisks (\*\*\*\*\*) and women owned small business concerns by six asterisks (\*\*\*\*\*).
- 4. A description of the method used to develop the subcontracting goals in item 2 above.
- 5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Small Business Administration’s Procurement Marketing and Access Network (PRO-Net), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small business, small disadvantaged business and women-owned small business concern trade associations). Information in PRO-Net can be relied upon as an accurate representation of a concern’s size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- 6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs

7. to be incurred with small business, veteran-owned small business, veteran-owned small business, HUBZone small business, small disadvantaged, and women-owned small business concerns.
8. The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
9. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts. (This element shall include, but shall not be limited to, the following:)

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

- a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.
  - c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women owned business concerns.
  - d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUBZone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.
10. Assurances that the offeror (i) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
  11. Assurances that the offeror will (i) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontractors agree to submit Standard Forms 294 and 295.

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

- a. Source lists (i.e., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B) Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUBZone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) women-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.
- d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUBZone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.
- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. Contractors having company or division-wide annual commercial plans need not comply with this requirement.

**g. SUPPLEMENTAL INFORMATION**

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

- a. Establish a subcontracting goal of 5% for small disadvantaged businesses.
- b. Identify efforts to provide technical assistance to SDB's.
- c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

SIGNATURE: \_\_\_\_\_  
(EXECUTIVE OF COMPANY \*)

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

PLAN ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(CONTRACTING OFFICER)

AGENCY: \_\_\_\_\_

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

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

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE. \_\_\_\_\_

Revised: 1/02