

SP0300-02-R-7052

CAUTION NOTICE

This solicitation is for Beverage Base items for the MRE Program. Procurement shall be procured as Set aside for Small Business Concerns. Best Value Continuum Procedures, specifically the Trade-off Process, shall be utilized.

Offerors are urged to use extreme caution in preparing their response to this solicitation. Please review all clauses requiring a response and provide all required information. Failure to fill in all required information may render your offer non-responsive.

Note the following:

This is an indefinite quantity contract (IQC) as provided in FAR Clause 52.216-22, Indefinite Quantity. In an IQC, the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (IQC Minimum Qty), which the Government is obligated to order and is all it is committed to order. The top of the range is the maximum (IQC Maximum Qty), which is the largest quantity the Government may order and which the contractor agrees to provide if ordered. The Government may order any quantity within the range. Sometimes an estimated quantity is also stated, which is within the IQC range.

While the entire solicitation is important, please note Sections K, L, and M.

SOLICITATION AND OFFER		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE 1 OF 151 PAGE(S)
2. SOLICITATION NUMBER SPO300-02-R-7052		3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED		4. DATE ISSUED 06/14/02	5. REQUISITION/PURCHASE REQ NO. ARS02-086-000100
6. ADDRESS MAILED OFFER TO: DEFENSE LOGISTICS AGENCY DEFENSE SUPPLY CENTER PHILADELPHIA PO BOX 56667 PHILADELPHIA, PA 19111-6667		CODE SPO 300	7. DELIVER HANDCARRIED OFFER, INCLUDING DELIVERY BY COMMERCIAL CARRIER, TO: DEFENSE SUPPLY CENTER PHILADELPHIA BUSINESS OPPORTUNITIES OFFICE BLDG. 36, 2ND FLOOR PHILADELPHIA, PA 19111-5092		
6A. FOR INFORMATION CALL (No Collect Calls) 215-737-3113		7A. ADDRESS ELECTRONIC TRANSMISSIONS To: FASCIMILE: (215) 737-3113			
6B. PURCHASING AGENT: Deborah Veneri CONTRACTING OFFICER: Thomas L. Gordon OFFICE SYMBOL: DSCP-HRAC					
SOLICITATION					
8. Sealed offers will be received at the Defense Supply Center Philadelphia, Business Opportunities Office, Bldg. 36-2-S, until (hour) <u>3:00</u> local time (date) <u>07/15/02</u> . To assure prompt delivery, mailed offers should be addressed per block 6, electronic transmissions per block 7A, and handcarried offers delivered to the specific location set forth in block 7. If offering, your reply envelope must be plainly marked with the solicitation number, date, and time set forth for receipt of offers.					
CAUTION: FAILURE TO SUBMIT OFFER: When not responding to the solicitation with an offer, complete the reverse side, fold, affix postage and mail. If the solicitation is a sealed bid, see the provision at 52.214-9 in Section L. LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS: See Section L, provision 52.214-7 if the solicitation is a sealed bid.					
8A. NOTICE: ANY CONTRACT AWARDED TO A CONTRACTOR WHO, AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A NOTICE OF PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY, IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.					
9. THIS SOLICITATION IS FOR <u>Bev Base Powder (4 flav), Cocoa Bev Powder and Creamer for the MRE Program</u> AND IS					
<input type="checkbox"/> HubZone Small Business Set-Aside <input type="checkbox"/> Price Evaluation Preference <input type="checkbox"/> Total Set Aside for SDB Concerns <input checked="" type="checkbox"/> Total Set Aside for Small Business Concerns <input type="checkbox"/> Partial Set-Aside for Small Business Concerns with Preferential Consideration for SDB Concerns <input type="checkbox"/> Unrestricted Acquisition with Evaluation Preference for SDB Concerns <input type="checkbox"/> Unrestricted Acquisition					
OFFER (MUST BE FULLY COMPLETED BY OFFEROR)					
NOTE: ITEM 10 DOES NOT APPLY IF THE SOLICITATION INCLUDES SECTION K PROVISION NO. 52.214-16, MINIMUM BID ACCEPTANCE PERIOD					
10. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
11. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	_____ CALENDAR DAYS _____ %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
13. CAGE CODE _____ FACILITY CODE _____					
NAME AND ADDRESS OF OFFEROR (Street, City, County, State and Zip Code)					AREA CODE AND TELEPHONE NO.
<input type="checkbox"/> Check if remittance address is different from above. Enter such address in schedule (see DSCP Provision 52.242-9P18).					
14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15. SIGNATURE					16. OFFER DATE

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Section B – Supplies/Services

Estimated Requirements

FOR MRE ASSEMBLY – MRE COMPONENTS are F.O.B. Destination, TPK-1 and shall be priced to the following 3 F.O.B. Destinations:

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

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

LINE ITEM	ITEM/NSN	BASE YR (EA)	OPTION YR 1 (EA)	OPTION YR 2 (EA)
0001	Cocoa Beverage Powder 1 ½ oz., Packaged, Type I, Class 1, MIL-C-3031 NSN: 8960-00-170-8446	5,800,000	5,800,000	5,800,000
0002	Orange, Beverage Base Powder Imitation Base, Sugar Sweetened, with Ascorbic Acid, 34 Gm net wt., 12 Fluid Oz yield pg., MIL-B-35023, Flavor 1, NSN: 8960-01-227-1719	2,900,000	2,900,000	2,900,000
0003	Lemon-Lime Beverage Base, Powder Imitation Base, Sugar Sweetened, with Ascorbic Acid, 34 Gm net wt., 12 Fluid oz yield pg., MIL-B-35023, Flavor 4, NSN: 8960-01-227-1720	2,900,000	2,900,000	2,900,000
0004	Grape Beverage Base, Powder Imitation Base, Sugar Sweetened With Ascorbic Acid, 34 Gm net wt., 12 Fluid oz yield pg., MIL-B-35023, Flavor 5, NSN: 8960-01-227-1721	2,900,000	2,900,000	2,900,000

Section B – Supplies/Services**Estimated Requirements**

LINE ITEM	ITEM/NSN	BASE YR (EA)	OPTION YR 1 (EA)	OPTION YR 2 (EA)
0005	Cherry Beverage Base Powder Imitation Base, Sugar Sweetened with Ascorbic Acid 34 Gm Net wt., 12 Fluid Oz yield pg., MIL-B-35023, Flavor 6, NSN: 8960-01-005-8550	2,900,000	2,900,000	2,900,000
0006	Creamer, Non-Dairy Dry, 4 gm pg., A-A-20043, NSN: 8940-00-782-3161	24,650,000	24,650,000	24,650,000

In this solicitation, the line item quantities shown above are the estimated quantities. The IQC minimum and IQC maximum quantities for each line item are as followings:

Base Year	IQC Minimum	90 % of the Estimated Quantity
	IQC Maximum	200 % of the Estimated Quantity
Option Year 1 and Option Year 2	IQC Minimum	90 % of the Estimated Quantity
	IQC Maximum	200 % of the Estimated Quantity

OPTION:

This acquisition contains two one-year options. Acceptance of the option provision(s) /clause(s) contained herein is mandatory. The option is deemed exercised when mailed or otherwise furnished to the contractor.

OPTION PRICING:

Failure to indicate offer of the option by annotating the offeror's option price in the schedule at Schedule B may be deemed non-acceptance of the option and could result in rejection of the offeror's entire proposal.

Offerors may offer option unit prices that differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

Prior to the award of any contract that will contain one or more priced options totaling \$500,000.00 or more, the submission of certified cost or pricing data covering the base contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

CONTRACTS/TIERED PRICING

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

In an IQC, the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the Government is obligated to order and which is all it is committed to order. The top of the range is the maximum (the IQC maximum quantity), which is the largest quantity the Government may order, and which the contractor agrees to provide if ordered. The government may order any quantity within that range.

Since this is a multisource acquisition (more than one award is contemplated, and more than one award may be made for each item), the IQC minimum and IQC maximum for each award will be a proportion of the overall quantity range; and if a line item is split between or among different offerors, the IQC range for that line will be a proportion of the range for the entire line item. For example, if two equal awards were made for the entire solicited quantity, each awardee would receive half of the overall IQC minimum and half of the overall IQC maximum.

Tiered pricing is permitted. "Tiered pricing", also called "block bidding", means an offer of different prices for different quantities of an item (usually lower prices for higher quantities). Since the Government is obligated to purchase only the IQC minimum quantities, the quantity tiers in tiered-price offers should refer to overall IQC minimum quantities. For example, an offer like this

1,000 to 1,999 units	\$1.00 per unit
2,000 to 2,499 units	\$0.95 per unit
2,500 to 2,999 units	\$0.90 per unit
3,000 to units or more	\$0.85 per unit

would be understood to mean that if the overall IQC minimum quantity awarded to that offeror falls between 1,000 units and 1,999 units, the offeror's price would be \$1.00 per unit for any quantity ordered up to the overall IQC maximum awarded. In that example, if the overall award was for an IQC maximum awarded. In that example, if the overall award were for an IQC minimum of 1,500 units and IQC maximum of 2,500 units, the price for any quantity ordered within that range would be \$1.00 per unit. This kind of tier pricing – based on overall minimum quantities awarded (IQC minimum tiers) – will be considered in the evaluation of offeror award. We urge that you use the following caption to designate this kind of tier pricing: "Price Tiers for Overall IQC Minimum Quantities Awarded."

CONTRACTS/TIERED PRICING
Continued

Another kind of tiered pricing may be offered but will not be a factor in the evaluation of proposals for award. A contractor may wish to provide an inducement for the Government to order quantities beyond the IQC minimum. To that end, the proposal might provide tiered pricing for quantities actually ordered during the contract term, as distinguished from tiered pricing for IQC minimum quantities awarded. We urge that to avoid misunderstanding, such tiers be captioned “Price Tiers for Quantities Actually Ordered”.

Such price tiers may be offered in conjunction with IQC minimum quantity tiers or may be in addition to such tiers. But please remember, that price tiers for quantities actually ordered (order tiers) will not be considered in the evaluation of offers for award. If such a proposal were accepted, the order tiers would be included as a term of the awarded contract. In the above example, if the tiered price offered were captioned:

“Price Tiers for IQC Minimum Quantities Awarded
and also
“Price Tiers for Quantities Actually Ordered”

the contract price for quantities ordered between 1,500 and 1,999 units would be \$1.00 per unit, and the contract price for the 500 units – quantities ordered between 2,000 and 2,499 units – would be \$0.95 per units; etc. (Each tier price would apply only to the quantities in the tier; orders in the higher quantity/lower-priced tier would not cause repricing of quantities already ordered in the higher priced tier.) However, the evaluation of proposals for award would consider only the \$1.00 per unit price, since the evaluation is based on IQC minimum quantities.

DELIVERY PROVISIONS

The component items above shall be palletized and delivered F.O.B. Destinations to the following locations:

Delivery component items for MRE Assembly shall be made to any or all of the following destinations:

The Wornick Company
Packaged Products Division
200 North First Street
McAllen, TX 78501

AmeriQual Packaging
225 West Morgan Avenue
Evansville, IN 47710

SOPAKCO, Inc.
118 S. Cypress Street
Mullins, SC 29574

The basic contract delivery period is from date of contract award through 31 October 2003.
The option one delivery period is 365 days from date of contract award.

Delivery quantities will be provided via delivery orders in accordance with IQC Clause 52.216-18, Ordering, and 52.216-9P16, Delivery Order Limitations, stated elsewhere in this solicitation.

VARIATION IN QUANTITY

Contractors shall be required to ship ordered quantities in full. To the extent reasonable in order to ship full pallets or truck loads, the permissible variation in quantity may be "PLUS ½ of 1%" to the last line for each destination.

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

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

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

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

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

Item No.	Item Description	Option Year 1		Option Year 2	
		Firm Fixed Price Portion	Portion Subject to EPA	Firm Fixed Price Portion	Portion Subject to EPA
0001	Cocoa Beverage Powder NSN: 8960-00-170-8446				
0002	Orange, Beverage Base NSN: 8960-01-227-1719				
0003	Lemon-Lime Beverage Base NSN: 8960-01-227-1720				
0004	Grape Beverage Base, Powder NSN: 8960-01-227-1721				
0005	Cherry Beverage Base, Powder NSN: 8960-01-005-8550				

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

(a) The Contractor warrants that the unit prices (for items 0001-0005) included in the Schedule do not include allowances for any portion of the contingency covered by this clause.

(b) An established market price is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror(s). The established market price under this clause may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for adjustments to contract prices under this clause shall be the price for Beet and Cane Sugar, Midwest beet as published weekly by Sosland Publishing Co. in the Milling & Baking News.

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

(2) The adjusting unit price shall be the arithmetic average of the weekly low range prices for the 12 week period for this commodity as published in the Milling & Baking News immediately preceding the effective date the option term is exercised.

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

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

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

- (1) Compute the Adjusting Unit Price and the Base Unit Price.
- (2) $\text{Adjusting Unit Price} - \text{Base Unit Price} / \text{Base Unit Price} = \text{Market Price Change (+ or -)}$
- (3) $\text{Market Price Change} \times \text{Allowance Factor} = \text{Contract Unit Price Adjustment (+ or -)}$
- (4) 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.

Example of adjustment calculation, item 0001:

Contract Period	Firm Fixed Price Option	Portion Subject to EPA	Total Unit Price
Base Year	\$1.00	\$1.00	\$2.00
Option Year 1	\$1.10	\$1.00	\$2.10
Option Year 2	\$1.20	\$1.00	\$2.20

Calculate the Contract Unit Price Adjustment as follows:

Adjusting Unit Price {See (b)(2)}	\$27.00
Less: Base Unit Price {See (b)(1)}	<u>\$25.50</u>
Change in Price	\$ 1.50
 Divide Change in Price by Base Unit Price $\$1.50/\$25.50 =$.0588
 Market Price Change	 .0588
(X) Allowance Factor	<u>\$ 1.00</u>
(=) Contract Unit Price Adjustment	<u>\$ 0.0588</u>

Calculate the Adjusted Unit Price for Option Year 1 as follows:

Allowance Factor	\$1.00
Add: Contract Unit Price Adjustment	<u>\$0.0588</u>
	\$1.0588
Option Year 1 Firm Fixed Price Portion	<u>\$1.10</u>
Adjusted Unit Price	<u>\$2.1588</u>

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

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

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

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

(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 clause of the contract.

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

SECTION C - BEVERAGE BASE POWDER**C-1 NSN/ITEM DESCRIPTION/SPECIFICATION**

8960-01-487-0740 Beverage Base, powder, orange, sugar sweetened. w/Ascorbic Acid, 34 gm. Net wt. 12 fluid oz yield pg, CID-A-A-20098, type II, flavor 1, fortification b (for MEAL, READY-TO-EAT)

8960-01-487-0750 Beverage Base, powder, lemon-lime, sugar sweetened. w/Ascorbic Acid, 34 gm. Net wt. 12 fluid oz yield pg, CID-A-A-20098, type II, flavor 4, fortification b (for MEAL, READY-TO-EAT)

8960-01-487-0748 Beverage Base, powder, grape, sugar sweetened. w/Ascorbic Acid, 34 gm. Net wt. 12 fluid oz yield pg, CID-A-A-20098, type II, flavor 5, fortification b (for MEAL, READY-TO-EAT)

8960-01-487-0751 Beverage Base, powder, cherry, sugar sweetened. w/Ascorbic Acid, 34 gm. Net wt. 12 fluid oz yield pg, CID-A-A-20098, type II, flavor 6, fortification b (for MEAL, READY-TO-EAT)

C-2 PRIME DOCUMENT: Commercial Item Description, Beverage Bases (Powdered), A-A-20098B, June 1999.

C-3 DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award.

The provisions contained in Title 21, Chapter 1 Code of Federal Regulations, Part 100 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food" are required.

Sanitary Requirements: As required by 48 CFR 246.471-1 subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspection of Subsistence Supplies and Services, clause 52.246-9p31, "Sanitary Conditions (Jan 92) DSCP" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all Operational Ration components will originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments". Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command (**VETCOM**), or an establishment inspected and approved by the United States Department of Agriculture (**USDA**) or the United States Department of Commerce (**USDC**), and possessing a **USDA/USDC** establishment number. This requirement applies to all GFM and CFM Operational Ration types. Requests for inspection and directory listing by **VETCOM** will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand names will be evaluated directly by the chief DSCP-HRS, in coordination with the chief, approved sources, **VETCOM**.

SECTION C (CONTINUED)

THE FOLLOWING CHANGE(S) APPLY TO: Quality Assurance Provisions and Packaging Requirements for CID A-A-20098B, Beverage Bases, Powdered January 2000.

11 August 2000

B. Packaging. When specified for flavor 12, fortification b, package A or B, not less than 17 or 34 grams, as applicable shall be filled into an envelope having maximum outside dimensions of $4 \frac{7}{8}$ inches long by $3 \frac{7}{16}$ inches wide. The envelope shall be made from a heat-sealable barrier material, one layer of which is a minimum of 0.00035-inch thick aluminum foil. All four edges of the envelope shall be heat-sealed with seals not less than $\frac{1}{8}$ inch wide. The sealed envelope shall show no leakage when examined in accordance with Section E-6, B. (1). There shall be no crushed, misshapen or unclean envelopes.

B. Methods of Inspection.

- (1) Leakage test. The filled and sealed envelopes shall be tested by placing them in a dry desiccator, or similar apparatus, and subjecting them to a vacuum of 26 inches of mercury (atmospheric pressure is 29.9 inches of mercury) for 30 seconds. Any envelope that does not swell to form a tightly distended package having at least one distorted edge during the test shall be recorded as a leaker. After vacuum testing, the envelopes shall be visually inspected for evidence of delamination and for seal separation. Any leakage, any delamination, or any seal separation of more than $\frac{1}{16}$ inch from the product edge of any seal shall be recorded as a defect.

THE FOLLOWING CHANGE(S) APPLY TO: Loads, Unit; Preparation of Semi perishable Subsistence Items. DSCP Form 3507, April 1, 2002.

(There are no changes at this time)

SECTION C**C-1 ITEM DESCRIPTION****QUALITY ASSURANCE PROVISIONS AND PACKAGING REQUIREMENTS FOR CID A-A-20098B,
BEVERAGE BASES, POWDERED** 31 January 2000Types.

Type II – Sweetened with nutritive sweetener

Flavors.

Flavor 1 – Orange

Flavor 4 – Lemon-lime

Flavor 5 – Grape

Flavor 6 – Cherry

Fortification. Fortification b – fortified with vitamin C (Ascorbic acid)

Package C – Meal, Ready-To-Eat (MRE)

Each component is consumed by combat personnel under worldwide environmental extremes as part of an operational ration, and is a source of nutritional intake.

C-2 PERFORMANCE REQUIREMENTS

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

B. Shelf life. The packaged product shall meet the minimum shelf life requirement of 36 months at 80°F.

C. Odor and flavor. The packaged product shall be free from foreign odors and flavors.

D. Material. The packaged product shall be free from foreign materials.

SECTION C

C-2 PERFORMANCE REQUIREMENTS

E. Net weight.

(1) For flavors 1 through 6 and flavor 12, fortification b, package A or B or C. The net weight shall be not less than 34 grams or not less than 17 grams, as applicable.

(2) For flavor 1, fortification c, package A or B. The net weight shall be not less than 50 grams.

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

G. Nutrient content.

(1) Fortification b. The vitamin C content shall be not less than 20 milligrams per serving.

H. Moisture content. The moisture content shall be not greater than 2.0 percent

SECTION C - CREAMER**C-1 NSN/ITEM DESCRIPTION/SPECIFICATION**

8940-00-782-3161 Creamer, Nondairy dry, 4 gm PG, A-A-20043

C-2 PRIME DOCUMENT: Creamer, Non-Dairy, Dry, Commercial Item Description. A-A-20043, November 1998

C-3 DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award.

Miscellaneous Requirements

The procedures contained in the "Integrated Pest Management program for Operational Rations, 1 Dec 98" are required. In addition, evidence of an insect or rodent infestation, foreign material, or contamination involving any component item, filled and sealed accessory packet, filled and sealed menu bag, or final assembly packed case will be cause for rejection of the involved lot.

C-4 SANITARY REQUIREMENTS

As required by 48 CFR 246.471-1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, Clause 52.246-9P31, "Sanitary Conditions (Jan 1992) DSCP" contained in the Solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all Operational Ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command (**VETCOM**), or an establishment inspected and approved by the U. S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration food components and to all Operational Ration types. Requests for inspection and directory listing by **VETCOM** will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, Approved Sources division, **VETCOM**.

THE FOLLOWING CHANGE (S) APPLIES TO: Commercial Item Description. Creamer, Non-dairy, Dry, A-A-20043A, November 1998.

THE FOLLOWING CHANGE (S) APPLIES TO: Commercial Item Description. Creamer, Non-dairy, Dry, A-A-20043A, November 1998.

(There are no changes at this time)

SECTION C - CREAMER

The following changes apply to: Quality Assurance Provisions and Packaging Requirements for CID A-A-20043A, Creamer, Non-dairy, Dry.

(There are no changes at this time)

The following changes apply to: DSCP Form 3507 Loads, Unit: Preparation of Semi perishable Subsistence Items, April 1,2002

(There are no changes at this time)

SECTION C –COCOA BEVERAGE

C-1 NSN/ITEM DESCRIPTION

8960-00-170-8446

Cocoa Beverage Powder, Fortified, 1 ½ oz (42.5 grams) pg, Type I, Class I.

C-2 PRIME DOCUMENT:

MIL-C-3031J, COCOA BEVERAGE POWDER, FEBRUARY 13, 1987.

C-3 DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award.

C-4 MISCELLANEOUS REQUIREMENTS

DEFINITIONS

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

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

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

The provisions contained in Title 21, Chapter 1 Code of federal Regulations, part 110 "Current Good Manufacturing, Packaging or Holding Human Food" are required.

SECTION C (CONTINUED)**Sanitary Requirements:**

As required by 48 CFR 246.471—1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, Clause 52.246-9P31, "Sanitary Conditions (Jan 1992 DSCP)" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all operational ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command (VETCOM), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing an USDA/USDC establishment number. The requirement applies to all GFM and CFM operational ration food components and to all operational ration types. Requests for inspection and Directory listing by VETCOM will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, DSCP-HRS, in coordination with the Chief, Approved Sources Division, VETCOM.

C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

THE FOLLOWING ARE CHANGES TO MIL-C-3031J, COCOA BEVERAGE POWDER, FEBRUARY 13, 1987.

PAGE 6, PARAGRAPH 3.2.10, LINE 10 (ASH): DELETE "16" AND SUBSTITUTE "18".

PAGE 8, PARA 4.3.1.1, LINE 2, AFTER "CONDITION", ADD "FORMULATION".

PAGE 9, TABLE I, BELOW "REQUIREMENT PARAGRAPH", UNDER "5.1.1.1.1", ADD "5.1.1.1.2".

PAGE 10, PARA 4.3.2, DELETE ENTIRELY.

PAGE 10, PARA 4.3.3, TABLE III, DEFECT 105; AFTER "NOT CLEAN", ADD "4/"; AT THE END OF THE PARAGRAPH, ADD NEW FOOTNOTE AS FOLLOWS:

SECTION C (CONTINUED)

C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS (CONTINUED)

"4/. OUTER PACKAGING SHALL BE FREE FROM FOREIGN MATTER WHICH IS UNWHOLESOME, HAS THE POTENTIAL TO CAUSE POUCH DAMAGE (I.E.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 POUCH DAMAGE AND WHICH CAN BE READILY REMOVED BY GENTLY SHAKING THE PACKAGE OR BY GENTLY BRUSHING THE PACKAGE WITH A, CLEAN DRY CLOTH.

B. DRIED PRODUCT WHICH AFFECTS LESS THAN 1/8 OF THE TOTAL SURFACE AREA OF ONE POUCH FACE (LOCALIZED AND AGGREGATE).

C. WATER SPOTS.

PAGE 13, PARAGRAPH 4.3.6, LINE 4; AFTER "OF PRODUCT.)" DELETE THE NEXT TWO SENTENCES, "FOR CLASS I PRODUCT...CONTENT TEST." AND "(THE NONFORTIFIED PRODUCT.....FORTIFIED PRODUCT.)".

PAGE 14, PARAGRAPH 4.3.6, TABLE VI., FOOTNOTE _3/;

(1). DELETE THE FIRST SENTENCE, "THE VITAMIN CONTENT...SAMPLES."

(2). LINE 5, DELETE "POINTING" AND INSERT "PONTING".

PAGE 15, PARA 4.3.9, ADD THE FOLLOWING NEW MAJOR DEFECT: "NET WEIGHT PER SHIPPING CONTAINER EXCEEDING 40 POUNDS SHIPMENT TO RATION ASSEMBLER."

PAGE 16, PARA 4.3.10, TABLE VII, DEFECT 206, ADD "2/" AT THE END OF THE DEFECT; ADD THE FOLLOWING NEW FOOTNOTE UNDER THE TABLE:

"2/ THE LOT SHALL BE REJECTED IF SAMPLE DATA INDICATES A LOT AVERAGE COUNT LESS THAN THE REQUIRED AMOUNT.

SECTION C (CONTINUED)**C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS (CONTINUED)**

PARA. 5.1.1.1. LINE 2, DELETE ", SEALED". LINE 3, DELETE "5-1/8" AND SUBSTITUTE "4-3/4"; LINE 27, AFTER "NOT PERMITTED." INSERT NEW SENTENCE: "WHEN PROCURED AS A COMPONENT OF THE RATION, COLD WEATHER, THE COLOR SHALL BE IN THE RANGE OF 37778 TO 37886."

PARA 5.1.1.1 LINE 27, AFTER "NOT PERMITTED" INSERT NEW SENTENCE: "WHEN PROCURED AS A COMPONENT OF THE RATION, COLD WEATHER, THE COLOR SHALL BE IN THE RANGE OF 37778 TO 37886."

PAGE 17, PARA 5.1.1.1.1, LINE 1, AFTER "CARTON", INSERT "FOR MEAL, READY-TO-EAT".

BELOW PARA 5.1.1.1.1, ADD NEW PARAGRAPH AS FOLLOWS:

"5.1.1.1.2. INTERMEDIATE CARTON FOR TRAY PACK MEAL MODULE. WHEN SPECIFIED, (SEE 6.1), EIGHTEEN 42.5 GRAM ENVELOPES OF TYPE I PRODUCT SHALL BE PACKED IN AN INTERMEDIATE PAPERBOARD BOX CONFORMING TO STYLE XI OR XIA, OF PPP-B-566. THE BOX SHALL BE MADE WITH A MINIMUM 0.022 INCH THICK CHIPBOARD OR CHIPBOARD-KRAFT COMBINATION. THE COVER SHALL BE PROVIDED WITH TUCK LOCKS. THE BOX DIMENSIONS SHALL BE 6-5/8 INCHES IN LENGTH, 4-7/8 INCHES IN WIDTH, AND 4 INCHES IN DEPTH."

PAGE 19, PARA 5.2.3.1, LINE 7, AFTER "PPP-B-636."

INSERT:

"THE SHIPPING CONTAINER SHALL BE FITTED WITH TOP AND BOTTOM PADS, AND A DIVIDER MADE FROM THE SAME MATERIAL AS THE CONTAINER. THE DIVIDER SHALL CONSIST OF ONE PIECE OF FIBERBOARD, SCORED IN FOUR LOCATIONS TO MAKE THREE EQUAL CELLS. THE TERMINAL ENDS OF THE DIVIDER SHALL CONTACT THE CONTAINER WALL IN THE LENGTH DIMENSION. THE CENTER CELL WILL BE FORMED BY BENDING THE FIBERBOARD AT RIGHT ANGLES SO THAT THE OPPOSITE WALL IS CONTACTED BY THE DIVIDER FOR A LENGTH EQUAL TO THE TERMINAL END OF THE DIVIDER."

PAGE 20, PARA 5.4.1.2, LINE 5, DELETE "25" AND SUBSTITUTE "18 OR 25".

SECTION C (CONTINUED)

C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS (CONTINUED)

PAGE 20, PARA 6.1D, LINE 2, AFTER "5.1.1.1.1", INSERT:
"5.1.1.1.2"; BELOW SUBPARAGRAPH E, ADD THE FOLLOWING NEW

SUBPARAGRAPH: "F. QUANTITY OF ENVELOPES REQUIRED (SEE
5.1.1.1.1 AND 5.1.1.1.2).

Page 17, paragraph 5.1.1., make the following changes:

(1) line 9, delete "The exterior surface of --- except color 30109 is not permitted.", insert
"The color of the complete exterior of the pouch for the MRE or LRP shall be uniformly
colored in the range of 20219, 30219, 30227, 30279, 30313, 30324, Or 30450 of FED-
STD-595."

(2) line 27, delete "Ration", insert "Meal".

BEVERAGE BASE POWDER**SECTION D PACKAGING/PACKING/LABELING/UNITIZATION/MARKING**

D-1 PACKAGING: In accordance with Packaging [D-1] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20098B, Beverage Bases, Powdered

D-2 LABELING: In accordance with Labeling [D-2] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20098B, Beverage Bases, Powdered

D-3 PACKING: In accordance with Packing [D-3] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20098B, Beverage Bases, Powdered

D-4 MARKING: in accordance with Marking [D-4] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20098B, Beverage Bases, Powdered

D-5 UNITIZATION: Shipping Cases will be Palletized and prepared in Unit Loads in accordance with Type III, Class G, requirements of DSCP Form 3507, (figure 5), except that Fiberboard/Polyethylene base pads and Fiberboard top pads are required. Wooden pallets shall be constructed from heat-treated material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). In addition, the unit load shall be no greater than 54 inches.

COMMINGLING OF LOTS

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

A. Origin manufacturers are required to only ship entire lots equaling one day's production, to one assembler unless "split lots" are specifically allowed by this Contract. Production lots will not be separated on different delivery vehicles unless the quantity in the lot exceeds the capacity of the vehicle used.

B. Lots shall be shipped on a first produced (and accepted) first out basis.

C. Each shipping case shall normally contain only one manufacturer's and/or production lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within. See paragraph 2.D for exception.

BEVERAGE BASE POWDER**SECTION D (CONTINUED)**

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

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

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

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

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

C. Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.

D. When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot, a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

APPLICABLE TO INDEFINITE TYPE GFM CONTRACTS:

When a delivery order is issued that is less than or exceeds a days production, the lot may be split between not more than two assemblers. All other requirements for "mixed code lot" apply to this clause.

COCOA BEVERAGE POWDER**SECTION D PACKAGING/LABELING/PACKING/MARKING/UNITIZATION**

D-1 PACKAGING In accordance with Paragraph 5 Packaging of MIL-C-3031J.

D-2 LABELING In accordance with Paragraph 5.4 Labeling of MIL-C-3031J.

D-3 PACKING In accordance with Paragraph 5.2 Packing of MIL-C-3031J.

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER

When the product processing plant and the ration assembler are located in close proximity to each other, and alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations, may be submitted to the contracting officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marketing for maintenance of lot from processor to assembler.

D-4 MARKING In accordance with Paragraph 5.4 Marking of MIL-C-3031J.

D-5 UNITIZATION In accordance with ASTM D 3951-90 Clause 5.1.5

COMMINGLING OF LOTS

1. In order to facilitate lot traceability at the assembler's plant or depot and when applicable, the following is required:
 - A. Origin manufacturers are required to only ship entire lots equal to one day's production, to one assembler. Production lots will not be separated on different delivery vehicles unless the quantity in the lot exceeds the capacity of the vehicle used.
 - B. Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc.) and/or as authorized by the Contracting Officer.

COCOA BEVERAGE POWDER**SECTION D (CONTINUED)**

- C. Each shipping case shall normally contain only one manufacturer's lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches within.
 - D. Each unit load shall contain only one production lot, as a rule. However, when a partial unit load remains at the end of a production day, the contractor is permitted to complete the unit load with another lot's material. In this instance, a unit load may consist of two lots to facilitate shipment.
 - E. When two lots are incorporated on one pallet, the lots shall be distinctly separated by the use of paper or other material suitable for this purpose. When this occurs, the contractor shall affix a unit load placard on two adjacent sides of the unit load, identifying each lot number on the load and the quantities of pouches within each lot.
 - F. Assembler(s) shall assemble one component lot at a time, i.e. one component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow.
2. In addition to the above, the following requirements shall apply to the shipment of "mixed code lots":
- A. A "mixed code lot" is defined as a lot consisting of small quantities of components representing different lots. These components usually accumulate as the result of sampling for the purposes of incubation, USDA standby samples, or for similar reasons.
 - B. Unit loads containing "mixed code lots" shall be identified by the use of unit load placards. The placards shall list all the lots and the quantities of pouches within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250.
 - C. Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.

COCOA BEVERAGE POWDER

SECTION D (CONTINUED)

- D. When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

APPLICABLE TO INDEFINITE TYPE GFM CONTRACTS:

When a delivery order is issued that is less than or exceeds a day's production, the lot may be split between not more than two assemblers. All other requirements for "mixed code lot" apply to this clause.

CREAMER**SECTION D PACKAGING/PACKING/LABELING/UNITIZATION/MARKING**

D-1 PACKAGING: In accordance with Packaging [D-1] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20043A, Creamer Non-Dairy, Dry.

D-2 LABELING: In accordance with Labeling [D-2] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20043A, Creamer Non-Dairy, Dry.

D-3 PACKING: In accordance with Packaging [D-3] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20043A, Creamer Non-Dairy, Dry.

Alternate Packing for shipment to Ration Assembler

When the product processing plant and the Ration Assembler are located in close proximity to each other, an alternative method of conveyance that utilizes reusable containers and totes and is mutually suited to both plant operations may be submitted to the Contracting Officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marking for maintenance of lot identity from processor to Assembler.

D-4 MARKING: In accordance with Marking [D-4] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20043A, Creamer Non-Dairy, Dry.

D-5 UNITIZATION: Shipping cases will be palletized and prepared in unit loads in accordance with type III, class G, requirements of DSCP Form 3507 (figure 5), except that fiberboard/polyethylene base pads and fiberboard top pads are required. In addition, the unit load height shall be no greater than 54 inches.

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

COMMINGLING OF LOTS

1. In order to facilitate lot traceability at the Assembler's plant or Depot when applicable the following is required

A. Origin manufacturers are required to only ship entire lots from one day's production, to one assembler, unless "split lots" are specifically allowed by this Contract. Production lots will not be separated on different delivery vehicles unless the quantity in the lot exceeds the capacity of the vehicle used.

CREAMER**SECTION D (CONTINUED)**

B. Lots shall be shipped on a first produced (and accepted) first out basis. No Product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, reinspection, etc.) and/or as authorized by the Contracting Officer.

C. 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 units within. See paragraph D-4 2 for exception.

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

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

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

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

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

C. Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.

CREAMER

SECTION D (CONTINUED)

D. When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

APPLICABLE TO INDEFINITE TYPE GFM CONTRACTS:

When a delivery order is issued that is less than or exceeds a days production, the lot may be split between not more than two assemblers. All other requirements for "mixed code lot" apply to this clause.

BEVERAGE BASE COMPONENT ITEMS

**Cocoa Beverage Powder
Flavored Beverage Base
Creamer, Non-Dairy**

SECTION E INSPECTION AND ACCEPTANCE

NOTE: The Quality Assurance Provisions found in Section E of this solicitation and in Sections E of the Quality Assurance Provisions and Packaging Requirements for component Prime Documents cited in this solicitation are required for contractor, Army Veterinary, and USDA inspection, unless otherwise specified by this solicitation/contract.

NOTE: In any Performance-Based Contract Requirements, delete wherever found "The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are **recommended**." and substitute "The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are **required**."

QUALITY ASSURANCE REQUIREMENTS FOR RATION COMPONENT PLANTS

E-1. For all Operational Rations components (MRE, RCW, Tray Pack, UGR, Unitized B, etc.), inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DSCP Clause 52.246-9P09. Optional contractor testing provided by DSCP Clause 52.246-9P10 is applicable. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with DSCP Clause 52.246-9P20. Far Clause 52.246-2 and 52.246-11 are applicable to this solicitation/contract and shall be cited to properly enforce the Higher Level Contract Quality requirements.

E-2. Higher Level Quality Requirements - Documented Quality Systems Plan (QSP)

The contractor shall model the documented QSP after ISO/ANSI/ASQC Q9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQC Q9001. The contractor shall identify the quality standard used to model their QSP. If the contractor proposes an alternate (i.e., non-standard) process control system, this shall be clearly stated in the QSP. 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)

DSCP-HROS' System Audit Team will evaluate the QSP and the Government In-Plant QAR assigned to perform Government QA at the contractor's plant. DSCP-HROS' Systems Audit Team and the Government QAR 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 Q9001, other recognized industry quality standards, or a non-standard contractor's specific process control system) submitted by contractors for the purpose of demonstrating their capability to meet the higher level contract quality requirements using any of the aforementioned documents and for the Contracting Officer to assess a contractor's capability to meet the contract requirements. **NOTE:** Although the In-Plant 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.

A documented QSP is required when a contract references or requires a contractor to perform under the higher-level contract quality requirements. Contractors are responsible for complying with the quality system requirements set forth in their documented QSP in addition to all detailed requirements cited in the contract and for furnishing products that meet all requirements of the contract. Contractors are required to establish, document, submit for Government review, and maintain a quality system as a means of ensuring that product conforms to the requirements of the contract. The documented QSP shall include the quality system procedures and outline the structure of the documentation used in the quality system. When the Statistical Process Control Quality Assurance Provision (SPC QAP) and the DLAR Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection are applicable, 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 CFM and GFM food components and Sub Assembly and Assembly Operations, except as indicated below:

A. **SPC techniques are optional** for the following items: Beverage bases, cheese spreads, peanut butter, jellies/preserves, cocoa beverage, nut raisin mix, and bulk-packed* MRE crackers (MIL-C-44112) and oatmeal cookies, chocolate covered (MIL-C-44072). * Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

B. The following items are exempt from the Higher Level Contract Quality Requirements, MPC IAW Clause 52.246-9001 and the SPC QAP: Accessory package components, hot sauce, bulk packed items (beef snacks; cereal treats; chocolate sports bar; chow mien noodles; fruit bars (CID AA-20212); granola bars; osmotic fruit; cookies (CID AA – 20295, PCR-C-031, PCR-C-046); peanuts, roasted; snacks (CID AA-20195); sandwich crackers, flavored coffees (CID AA – 20336), sauces (CID AA – 20335, CID AA – 20259), and bulk packed items procured using the commercial components solicitation (e.g., candies). However, this does not prohibit the prime contractor from requiring it from their subcontractors on their own accord. Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

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

The QSP shall be submitted to DSCP-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-HROS (to the Systems Audit Program
Manager through the Applicable Contracting Officer)
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:
 - a. HEAD, DEFENSE CONTRACT INSPECTION SECTION
USDA/AMS/FFV/PROCESSED PRODUCTS BRANCH
P. O. BOX 96456
ROOM 0726, SOUTH BLDG.
WASHINGTON, DC 20090-6456
 - b. THE APPROPRIATE USDA-AMS INSPECTION OFFICE (WESLACO,EAST POINT, NORTH BRUNSWICK, SOUTH BEND, RICHMOND,ETC). THE CONTRACTOR/SUBCONTRACTOR SHALL CONTACT THE APPLICABLE AREA OFFICE OR USDA-DCIS FOR THE ADDRESS.”
3. **US ARMY VETERINARY SERVICES:** WHEN THE ARMY VETERINARY INSPECTORS (AVI) ARE RESPONSIBLE FOR INSPECTION OF ASSEMBLY CONTRACTS, ONE COPY SHALL BE **MAILED PRIOR TO THE INITIATION OF PRODUCTION** TO:

COMMANDER
U.S. ARMY VETERINARY COMMAND (MCVSF-OPERATIONAL RATIONS SECTION)
2050 WORTH ST., SUITE 5
FT. SAM HOUSTON, TX 78234-6005
4. **DCMAO:** WHEN DCMAO IS RESPONSIBLE FOR INSPECTION, ONE COPY SHALL BE **MAILED PRIOR TO THE INITIATION OF PRODUCTION** TO THE APPROPRIATE DCMAO OFFICE (CONTRACTOR/SUBCONTRACTOR SHALL CONTACT THE AREA DCMAO OFFICE IF DCMAO NOT ONE OF THE FOLLOWING OFFICES):

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

DCMAO DAYTON
1507 WILMINGTON PIKE
DAYTON, OH 45444-5300
5. **DCMAO:** WHEN DCMAO IS RESPONSIBLE FOR INSPECTION, ONE COPY SHALL BE **MAILED PRIOR TO THE INITIATION OF PRODUCTION** TO THE APPROPRIATE DCMAO OFFICE (CONTRACTOR/SUBCONTRACTOR SHALL CONTACT THE AREA DCMAO OFFICE IF DCMAO NOT ONE OF THE FOLLOWING OFFICES):

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

DCMAO DAYTON
1507 WILMINGTON PIKE
DAYTON, OH 45444-5300

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

In-Plant Government QARs shall fax, e-mail, or mail (via priority mail) their evaluations and comments to the contractor's QSPs and/or QSP's revisions, within 20 calendar days from the day of receipt of the QSP/revision, failure to 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) 737-0379, 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 AVE., BLDG 6
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 determine that the plan as presented will result in an increase in the consumer's risk, production of nonconforming products or does not meet specification requirements/acquisition needs), the Contracting Officer, at his/her discretion, may provide the contractor with DSCP-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 GQAR and a copy mailed to DSCP-HROS and each applicable office for their review. The GQAR's in-plant evaluation 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 offerer/contractor agrees to maintain current, and make available, all documents/records required by the documented QSP for Government review at any time throughout the life of the contract and for three years after final delivery on the contract (to include any documents/records maintained by any subcontractor used by the prime contractor to fulfill a Government contract).

E-3. The following DLAR Clause 52-246-9001 is applicable to this contract for all beverage items:

52.246-9001
MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS
(OCT 1984, Revised 1997)-DLAR

This clause supplements paragraph 4.9 (Process Controls) of ANSI/ASQC Q9001, or equivalent standards with process controls, and is applicable when the contract requires a higher level quality system in accordance with FAR 46.202-4. The contractor shall:

(A) Ensure that all manufacturing operations are carried out under controlled conditions 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)

E-4. Additional Non-Dairy Creamer USDA Requirement

For Non-dairy Creamer, the end item processing plant and all plants providing dairy ingredients to the end item processing plant, must be approved by the USDA, Agricultural Marketing Service, Dairy Grading Section, Washington, DC 20250 under 7 CFR, Part 58 prior to the start of production. Contractors are responsible for obtaining such inspection and approval as early as necessary in order to meet contract delivery schedules. For information, please contact the inspection services of USDA-AMS, Dairy Grading Branch, telephone (202) 720-3171 or (630) 790-6920. Note to contracting officer: The proper code for the responsible USDA inspection office is DQ0-31.

E-5. Packaging and Packing Materials

Packaging components (e.g., cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape) are subject to DSCP Clause 52.246-9P20. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the specifications may be performed by the Government to assure compliance with the specifications. DSCP Clause 52.246-9P20 shall also apply to bond strength tests on retort pouches.

E-6. Operational Ration Component Lot Number and Lot Inspection

Component lot number shall be defined as the Julian lot number assigned at the origin manufacturer's plant (the inspection lot shall include only product produced in one workshift). The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing subsamples from each subplot/subcode during production of the lot), the subsamples must be drawn at random from the subplot and not inspected until all the subsamples are combined to makeup the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection). For the Flameless Ration Heater, a lot is defined as the quantity of FRH(s) manufactured within a day; for Final Assembly Lots, a lot shall be defined as the quantity of filled and sealed (A and B) shipping containers assembled within a day; and for Over-wrapped items (not produced by the assembler), a lot shall be defined as the quantity of over-wrapped filled and sealed bags/pouches over-wrapped within a day.

E-7. Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.

The "Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End Item Verification Inspections for Operational Rations", dated March 2001, are applicable to current and future contracts. The switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes shall not be used for Government verification inspections. For products requiring a drained weight examination, the following is also required: The contractor shall provide the Government Quality Assurance Representative (GQAR) a copy of the current production standard (PDM/First Article) formula (including ratios of ingredients), and formulation records for each production lot submitted for

Government end item verification inspection. The GQAR shall initiate skip-lot inspection based on Government verification inspections results of each product and notification that the contractor's Quality System Plan (QSP) was rated acceptable by DSCP-HROS. The Government verification inspection may be further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best Interest of the Government.

The sampling plans switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used only by the contractors during the performance of contractor's end item verification inspections. Producers using the switching procedures, cited in ANSI/ASQC Z1.4, during the performance of their end item inspections must train personnel and follow all of the switching rules cited in the standard. As indicated in the standard, the sampling scheme is a combination of sampling plans with switching procedures, and each sampling plan has its own set of rules by which a lot is to be inspected and accepted or rejected. Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each subplot during production of the lot), the subsamples must be drawn at random from the subplot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with paragraph E-13. Operational Ration Component Lot Numbers). All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer. The producer's end item verification inspection results must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

E-8. PDM Replenishment Sample Lots

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

E-9. General Inspection (Examination/Testing) Requirements

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

1. Produce and inspect a new lot.
2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g. time, temperature, etc.) See "Rework of Nonconforming Product Pre or Post Acceptance" for applicable situations.
3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".
4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies". Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units. Examples of valid technical reasons are:

A. After finding the lot nonconforming for net weight, it is discovered that the scales used for the inspection were out of adjustment or

B. After finding the lot nonconforming for a chemical test characteristic, it is discovered that a chemical used in the analysis has deteriorated or had not been properly prepared.

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

E-10. 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.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc), he has the alternative to request the Contracting Officer for a waiver for the nonconforming requirement. If the Contracting Officer approves the waiver request for a specific requirement, the written waiver approval shall be provided to the GQAR when the supplies are presented for Government Verification Inspection (the skip-lot inspection does not apply in this case). The GQAR shall only inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request nonconforming supplies to be inspected by the GQAR, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection.

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 HRA or HRU as applicable. Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is

presented for Government end item verification inspection. If the producer fails to provide enough information/data in the case of a deviation, the GQAR shall contact HRA or 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 Pouch Defects: All reworks due to critical pouch defects noted during the Government final lot end item verification inspection, producer's end item inspection, Government or assembler receipt inspection, or when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly operation must be approved by HRAA or HRAC unless a 100% open carton rework is conducted at source or at the assembler. All pouches exhibiting same or other pouch integrity defects must be removed during the 100% open carton rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected as applicable, by the GQAR at the location of the rework using the next larger sample size (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

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

2. If product is found nonconforming during the Government end item verification inspection following contractor corrective action for the same defect (or defect category in case of critical pouch defects) for which the contractor took a corrective action, the corrective action will be determined to have been ineffective. In addition to any action taken, the contractor must reevaluate their documented QSP and/or the implemented corrective and preventive action program by an internal audit and results must be submitted to HROS (Systems Audit Program Manager). All corrective actions (rework/screening inspections, etc.) taken by the contractor due to a Government end item verification inspection rejection will be documented in the contractor's quality history records.

NOTE: If the contractor elects to rework nonconforming product, it must be reworked and reoffered within 30 days from date of initial rejection.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. See "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".

E-11. 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 preventative action.
 - a) State the root cause of the deficiency.
 - b) State the corrective and preventative 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.

E-12. Shipment and Commingling of Component Lots

E-12-A. In order to facilitate lot traceability at the assembler's plant, the following is required (GFM and CFM):

(1.) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc.) and/or as authorized by the Contracting Officer.

(2.) Each shipping case shall normally contain only one manufacturer's lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within. See paragraph "Mixed Code Lots" below for exception.

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

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

(5.) Assemblers shall assemble one (1) component lot at a time, i. e., one (1) component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow.

(6.) Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250 for GFM items and any CFM thermostabilized, water-activity stabilized, and cheese spread items. In addition, thermostabilized items, water-activity stabilized items and cheese spread items shall also cite subcodes delivered.

E-12-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.
- (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.

E-12-C. Split Lots

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

E-13. Periodic Review Samples

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

Six samples will be sent to:

HEAD, DCIS
USDA, AMS, FV, PROCESSED PRODUCTS BRANCH
1400 INDEPENDENCE AVE. SW
STOP 0247, ROOM 0726, SOUTH BUILDING
WASHINGTON, DC 20250

Three samples will be sent to:

COMMANDER
US ARMY SOLDIER & BIOLOGICAL CHEMICAL COMMAND
RESEARCH, DEVELOPMENT, & ACQUISITION ENTERPRISE
ATT: AMSSB-RCF-F
15 KANSAS STREET
NATICK, MA 01760-5018

E-14. Inspection at Origin and Acceptance at Destination

In addition to the origin inspection specified in this solicitation, the supplies delivered shall be subject to receipt inspection at destination in accordance with the following criteria:

All items delivered (CFM and GFM) will be inspected in accordance with the assembler's receipt inspection program as outlined in the assembler's Quality Systems Plan (QSP). The receipt inspection shall be, at a minimum, for count, condition, identity, and the presence of any internal infestation or foreign material. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot.

Receipt examinations for pouch integrity (CFM and GFM) shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread and product packaged in accordance with MIL-PRF-44073. Samples for receipt inspection (200 samples) shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the Technical Data Package will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option or performed in accordance with the assembler's QSP. Other receipt inspections shall be at a minimum inspection level of S-3 of ANSI/ASQC Z1.4-1993. At no time may the assembler's receipt inspection be more severe than the origin inspection criteria for GFM. Defect classification shall correspond to the origin specification defect classification.

For wet pack fruit (including applesauce), abrasions at destination, found during the assemblers receipt inspection, may be classified as a major defect and accepted under an AQL, if the assembler so chooses. Each assembler would be required to specify in their QSP the AQL for the acceptance of abrasions, based on sampling size. If an assembler chooses not to accept abrasions as a major defect, they may leave the defect as critical, which would result in failure of the lot if found. AQLs for abrasions contained in the assembler's QSP must be approved by DSCP-HRS. If the lot is not accepted at one destination due to abrasion(s), and is redelivered to a second destination without rework, the finding of an abrasion during receipt inspection will be cause for rejection of the entire lot.

The contractor's receipt inspection program will be verified by the U. S. Army Veterinary Inspection (AVI) personnel at the assembly plant. Defects found on GFM deliveries will be verified by the AVI. Final responsibility for acceptance or rejection of GFM product will rest with the Government inspector, however, the Government may base its decision on the contractor's inspection results. In addition, the AVI may perform their own receipt inspection before making a final determination of acceptance or rejection of product. Any inspection failure shall be considered to be representative of the entire production lot and shall be cause for rejection of the entire production lot.

For wet pack fruit (including applesauce and spiced apples), abrasions at destination, found during the assemblers receipt inspection, may be classified as a major defect and accepted under an AQL, if the assembler so chooses. Each assembler would be required to specify in their QSP the AQL for the acceptance of abrasions, based on sampling size. If an assembler chooses not to accept abrasions as a major defect, they may leave the defect as critical, which would result in failure of the lot if found. AQLs for abrasions contained in the assembler's QSP must be approved by DSCP-HRS. If the lot is not accepted at one destination due to an abrasion(s) and the lot is redelivered to a second destination without rework, the finding of an abrasion during receipt inspection will be cause for rejection of the entire lot.

Grand lotting of more than one production lot of homogeneous components within a shipment for the purpose of receipt inspection may be performed, except for pouch integrity as cited above. There will be no grand lotting of thermostabilized items (entrees, starches and soups, fruits) or cheese spreads for pouch integrity

inspection. When the total shipment is inspected as a single lot, the identity of the items must be maintained and samples must be drawn from each lot in proportion to its size. Homogeneous components are defined as follows:

Jelly/Jam: All types.
Sugar beverage base: All flavors
Cakes: All flavors
Wet pack fruit: All flavors
Identical Commercial Item Description Items

The reliability of the contractor's receipt inspection system will be determined by the AVI in accordance with paragraph E-1-A-9, "Reliability Conditions" cited in the assembly solicitation. However, the frequency of verification of the contractor's receipt inspections will remain at the discretion of the Government.

E-15. DSCP, DLAD Clauses

Removal of Government Identification from Non-Accepted Supplies or Products Sold to Commercial Distributors (DSCP Clause 52.246-9P01) (Jan 1992)

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

General Inspection Requirements (DSCP Clause 52.246-9P09)(JAN 1998)

(a) Inspection.

(1) The contractor shall employ the services of the U.S. Department of Agriculture (USDA), Grain Inspection, Packers and Stockyard Administration (GIPSA) or Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity. The contractor shall furnish the Government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers and referenced specifications). Offerors may contact the appropriate Government office to discuss inspection procedures prior to submitting offers, however, nothing provided thereby shall be construed to alter the applicable specification in any manner or reduce the responsibility of the contractor to comply with such specifications.

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

(3) The Government shall perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform to contract requirements, the inspector shall report

the findings of his inspection to the appropriate DSCP office (Operational Rations Business Unit, Food Services Business Unit, Produce Business Unit, Product Services Office, etc.). The applicable DSCP office shall report the findings to the contracting officer or the ordering officer, who shall in turn notify the contractor.

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

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

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

(b) Standby Test Samples.

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

(c) USDA and USDC Certificates.

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

(i) Contain the following statement in the Grade Section of the certificate:

(A) Supplies listed hereon conform to all quality requirements of the contract.

(B) Container condition meets all requirements of the contract.

(C) Visual examination indicates conformance to packaging, packing, unitization, labeling and marking requirements of the contract.

(ii) Indicate that supplies shipped are those inspected. This may be satisfied by means of one of the following:

(A) Each primary container must be embossed, stamped or stenciled with a code mark prior to inspection, which corresponds with the code marks listed on the USDA Grade Certificate.

(B) The USDA Grade Certificate bears a statement that all of the shipping containers comprising the inspection lot have been stamped with the official USDA stamp impression

(C) The USDA Certificate of Loading, if issued, bears a cross-reference to the applicable USDA inspection document.

(iii) Indicate that the contractor has furnished a Certificate of Conformance for Packaging, Packing, Labeling, Marking and Unitization Materials.

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 700 Robbins Avenue, Philadelphia, PA 19111 in accordance with DSCP Clause 52.246-9P20.

(v) Indicate the applicable contract or order number.

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

(3) Inspection by USDA, GIPSA, Field Management Division: When DD Form 250 (MIRR) is not required, the contractor shall obtain an official USDA inspection or examination certificate, as appropriate. In addition to the entries required by the GIPSA, the certificate shall contain the following certification: "Supplies listed hereon conform to all quality and condition requirements of the contract."

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

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

(d) Distribution of Certificates.

Copying machine duplicates of the USDC Certificates and USDA Certificates other than USDA Form LS 5-3 are not acceptable. Copying machine duplicates of USDA Form LS 5-3 are acceptable only as provided in paragraphs (2) and (3) below. Copying machine duplicates of the original signed DD Form 250 are acceptable. In addition to the prohibited use of copying machine duplicates, USDC Certificates must also be embossed with the official seal of the USDC. The contractor shall distribute certificates as follows:

(1) When DD Form 250 (MIRR) signed by the inspector is provided, a copy of the USDA/USDC Inspection Certificate need not be furnished to the designated paying officer (Exception: When the contract or specification provides for acceptance of the product with a price adjustment to the contractor's invoice, e.g., excess fat in ground beef, the original signed USDA/USDC Inspection Certificate must be attached to the top of the commercial invoice which is submitted to the designated paying office.)

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

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

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

(e) Lot Identification.

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

(f) Particular Inspection Requirements.

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

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

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

Alternative Inspection Requirements for Selected Items (DSCP Clause 52.246-9P10) (JAN 1998)

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.)

Reinspection of Nonconforming Supplies (DSCP Clause 52.246-9P15) (Jan 1998)

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

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

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

(2) Reinspection for all other criteria shall be accomplished by the Military Medical/Veterinary Services, as coordinated by the contracting officer with the applicable Military Medical/Veterinary Service Headquarters. The Military Medical/Veterinary Service Headquarters will designate the activity assigned to perform the

reinspection and advise the contracting officer and the designated activity of the reinspection schedule. Reinspection shall be performed by personnel other than those involved in the original destination inspection. Reinspection costs shall be borne by the contractor when reinspection results substantiate the nonconformance. The government shall bear the costs of reinspection if the products are in compliance with contractual requirements.

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

(d) The contractor may elect to petition the contracting officer to grant a waiver of those contract requirements for which supplies have been found nonconforming and accept the supplies "as is" with appropriate price consideration. However, if the contractor intends to exercise any option under (a), (b) or (c) above, the contractor must do so prior to requesting a waiver. The denial of a waiver by the contracting officer will result in final rejection of the nonconforming supplies without recourse to reinspection.

NOTE: If there is any discrepancy between this clause, Reinspection of Nonconforming Supplies (DSCP Clause 52.246-9P15) (Aug 1997)), and the Section E clauses entitled "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance", the requirements of "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance" shall take precedence.

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

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.

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

(a) Unless otherwise specified in the contract, the contractor shall furnish a Certificate of Conformance for packaging, packing, labeling, marking and unitization materials and their performance in use in lieu of Government sampling and testing. Performance in use applies to joint strength of strapping and tension of unit

load strapping. The unitization materials covered by the Certificate of Conformance shall not include pallets. Examination and testing of pallets shall be performed in accordance with specification requirements unless otherwise stipulated in the contract.

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

(c) The Certificate of Conformance should be worded substantially as follows:

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

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

Signature and Title of Certifying Official

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

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

(1) When it is determined by DSCP-HSQ that the DLA Analytical Laboratory test samples meet the contract requirements, the Certificate of Conformance for these materials is considered reliable.

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

FDA Compliance (DSCP Clause 52.211-9P36) (Jan 1992)

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.

Sanitary Conditions (DSCP Clause 52.246-9P31) (Jan 1998)

(a) Food Establishments.

Option 1 (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, nor 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.

Option 2 (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, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

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

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

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

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

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

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

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

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

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

(i) Fruits, vegetables and juices thereof.

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

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

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

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

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

(b) Delivery Conveyances.

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

NOTE: Paragraph (a), Option 2, (1), of DSCP Clause 52.246-9P31, is not applicable to this contract.

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

(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.

52.209-9P07 Pre-Award Plant Survey (Jan 1992)

To determine the responsibility of the prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

52.246-9003 Measuring And Test Equipment (AUG 1997) – DLAD

Notwithstanding any other clause to the contrary, and/or in addition thereto, the contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with ISO 10012-1 or ANSI/NCLS Z540-1.

(End of Clause)

52.246-9004 Product Verification Testing (AUG 1997) - DLAD

- (a) References: The applicable documents are the issues of Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies-Fixed Price," and ANSI/ASQC Z1.4-1993, Sampling Plan and Tables for Inspection by Attributes, which are in effect on the date of solicitation for awards resulting from Invitation for Bids and the date of award for all other contractual actions. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-2 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.
- (b) The contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of this contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.
- (c) On any given contract, the Government may require PVT through a Government designated testing laboratory on the contract or production lot at Government expense. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. When material under the contract is designated by the Contracting Officer/Administrative Officer for each test, the Government inspector will select a random sample from the contract or production lot, and send the samples to a designated laboratory for testing. Where origin inspection is specified, the Contractor agrees to make available, at the Government's request, at the manufacturing facility, subcontracting facility, and/or final point of inspection, the quantity selected by the Contract Administrative Office Quality Assurance Representative to verify that the entire lot tendered meets the requirements of the contract. the Government shall be permitted to select such samples at random from the production lot tendered for acceptance.
- (d) [This subparagraph pertains only to contracts and bilateral purchase orders.]
- (1) The PVT samples will be sent, by the Government at Government expense, to a Government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 working days of receipt of the samples by the Government. If the Government fails to act within the period set forth herein for notification, the contracting officer shall, upon timely written request, equitably adjust, under the Changes clause of this contract, the delivery or performance dates and/or the contract price and any other contractual terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after the receipt of the PVT test results.
- (2) The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVT testing. Any defects found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT testing. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. In such case, the Government reserves all rights to remedies to which it is otherwise entitled by law, regulation, or this contract.
- (e) [This subparagraph pertains only to unilateral purchase orders.]
- (1) The PVT samples will be sent by the Government and at Government expense, to a Government-designated testing laboratory for product verification. The Government will notify the contractor of the results

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

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

(End of Clause)

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

- 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (JUL 1985)
- 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (APR 1984)
(GOVERNMENT SPECIFICATION)

The following should be inserted in paragraph (b) of this clause: "ANSI/ISO/ASQC Q9001, or equivalent industry recognized standard, unless otherwise specified, at the election of the contractor (the contractor must indicate preference for one of these standards)"

The following clauses are set forth in full text:

NOTE: Offeror may be required or may wish to make
One or more entries in the following clause.

INSPECTION AND ACCEPTANCE BY THE GOVERNMENT (DSCP 52.246-9P12) (JAN 1992)

(a) Saving and reserving to the Government all rights under the inspection provision, the following is applicable to this acquisition:

- Inspection at Contractor's Plant
 Destination
and
- Acceptance at Contractor's Plant
 Destination

Upon execution of DD Form 250 by the Authorized Government Representative.

(b) Resultant awards or contract will contain the name and address of the office responsible for performance of inspection.

(c) Offeror shall indicate below the location where supplies will be inspected

Plant _____

Street _____

City/Zip _____

The contractor pays for USDA inspection in accordance with DSCP Clause 52.246-9P09, 52.246-9P10, and 52.246-9P20.

SECTION F – DELIVERIES OR PERFORMANCE

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.247 –34 F.O.B. DESTINATION (NOV 1991)

52.247-48 F.O.B. DESTINATION – EVIDENCE OF SHIPMENT (JUL 1995)

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

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

52.211-9P20 CONTRACT DELIVERIES (JAN 1992) DSCP

Acceleration of delivery after award will be permitted only as authorized by the contracting officer or commissary officer. Notwithstanding this restriction, the contracting officer is to be advised whenever acceleration is possible.

52.211-9P22 DELIVERY REQUIREMENTS (JAN 1992) DSCP

(a) The government will insist on delivery in strict accordance with the contractual delivery schedule. The dates specified for delivery are the dates for arrival of the supplies at destination when transportation terms are F.O.B. origin, delivery shall be accomplished by the contractor releasing the shipment to the carrier 15 days prior to the date shown in the schedule.

(b) When DSCP Clause 52.211-9P21 entitled “Accelerated Deliveries” applies, the contractor may deliver any time prior to, but no later than the specified delivery date as defined in paragraph (a) above.

(c) When DSCP Clause 52.211-9P20 entitled “Contract Deliveries” applies, contractor may deliver as follows without prior authorization:

(1) For an F.O.B. Origin award, contractor may release the shipment 15 to 30 days prior to the F.O.B. destination delivery date cited in the contract.

(2) For an F.O.B. Destination award, contractor may deliver up to 15 days prior to the scheduled delivery date.

SECTION F – (CONTINUED)

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.

52.246-9P27 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) (MAR 1999) DSCP

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

*(b) The DLA Inventory Control Manager copy shall be mailed in a separate envelope to Defense Supply Center Philadelphia, Defense Logistics Agency, 700 Robbins Avenue, Philadelphia, PA 19111-5092, ATTN: DSCP-_____.

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

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

SECTION F – (CONTINUED)

52.211-16 - Variation in Quantity.

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

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:

1/4 of 1% Percent increase

0% Percent decrease

This increase shall apply only to the last line of each destination.

(End of clause)

SECTION G – CONTRACT ADMINISTRATION

The following clauses are incorporated in full text:

**52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER (S)
(AUG 1992) DSCP**

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may reprocur the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular reprocurement action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

**52.242-9P20 MANUFACTURING DIRECTIVE NUMBER (MDN) FOR USE IN IDENTIFYING
GOVERNMENT FURNISHED PROPERTY (GFP) TRANSACTIONS (FEB 1997)
DSCP**

A manufacturing directive number (MDN) will be assigned to any contract resulting from this solicitation/contract for use in identifying government furnished property (GFP) transactions. This number will be entered on receiving, shipping or disposition documents prepared under the contract terms, to identify each receipt of components into the assembler's plant and each shipment leaving the assembler contractor's plant, whether assembled rations or components, including shipments to other contractors, shipments to consignees, material shipped at the end of the contract, and material reported destroyed. GFP transaction identification is required on a single copy of the receiving document for components entering the contractor's plant and the shipping document for items leaving the assembly contractor's plant as follows:

On a single copy of each receiving report (DD Form 250 or other shipping document) for all shipments of components received from component suppliers (other than packaging, packing, or crating), the contractor will enter in the "mark for" block the MDN and the last four digits of the assembly contract number, i.e., MDN XXX and contract XXXX. The single copy is that copy identified elsewhere in the contract for distribution to:

Headquarters
Defense Supply Center Philadelphia
700 Robbins Avenue
ATTN: DSCP-HR
Philadelphia, PA 19111-5092

SECTION G – CONTRACT ADMINISTRATION**52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING
CONTRACT MODIFICATIONS (JAN 1992) DSCP**

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

252.247-7024 Notification of Transportation of Supplies by Sea.

As prescribed in 247.573(c), use the following clause:

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties—

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for—

(i) Noncommercial items; or

(ii) Commercial items that—

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

SECTION G
CONTRACT ADMINISTRATION DATA

G-1. CONTRACT ADMINISTRATION: Will be performed by the Office listed in Block 6 of the SF 26 to be designed at time of award of the resultant contract(s).

G-2. CORRESPONDENCE: All pertinent correspondence relative to this contract shall be directed to the above office except requests for acceptance of nonconforming supplies (including requests for deviation from specification) will not be delegated to the above office. Contractor's request for acceptance of nonconforming supplies should be submitted to the assigned quality assurance representative, i.e., U.S. ARMY VETERINARY INSPECTOR (AVI) USDA INSPECTION OR DCAS QAR as applicable. The QAR should forward your request directly to the Contracting Office with an information copy to ADMINISTRATIVE CONTRACTING OFFICER (ACO). The Contracting Officer will furnish a copy of correspondence notifying the contractor of acceptance/rejection of waiver/deviation requests to the ACO.

G-3. INVOICES: For items inspected and accepted at origin, the contractor will include with his invoice when it is submitted for payment, (1) a copy (or reproduced copy) of the Bill of Lading for F.O.B. Origin shipments; and (2) a copy of DD Form 250, Material Inspection and Receiving Report, signed in Block 21, by an authorized Government Representative.

In accordance with FAR 52.246-9P27, Distribution of Material and Receiving Reports (DD Form 250), the "Purchasing Office" copy shall be annotated at the top of the form, and forwarded to the Defense Logistics Agency, Defense Supply Center Philadelphia, 700 Robbins Avenue, Philadelphia, PA 19111-5092, ATTN: DSCP-HRAC/JIM LECOLLIER. A separate DD Form 250 shall be annotated, "Inventory Clerk" at the top of the form, and forwarded to the Defense Supply Center Philadelphia, ATTN: DSCP-HRAA.

SECTION "G" CONTINUED

G-4. MANUFACTURING DIRECTIVE NUMBER (MDN): An MDN will be assigned to any contract resulting from this solicitation/contract for use in identifying Government Furnished Property (GFP) transactions. This number will be entered in receiving, shipping or disposition documents prepared under the contract terms, to identify each receipt of components into the assembler's plant, whether assembled rations or components, including shipments to other contractors, shipments to consignees, material shipped at the end of the contract and material reported destroyed. GFP transaction identification is required on the receiving document for components entering the contractor's plant and the shipping document for items leaving the assembly contractor's plant, as identified in (I) and (II) below:

- (I) One each receiving report (DD Form 250 or other shipping document) for all shipments of components received from component suppliers (other than packaging, packing, or crating), the GFM contractor will enter in the "Mark For" block the MDN and the last four digits of the assembly contract number, i.e., MDN XXX and the Contract XXXX.
- (II) On any shipment by the assembly contractor, the MDN will be entered in block 9 of the DD Form 250 directly under the prime contractor's name and address, i.e., MDN XXX.

THE MDNs FOR THE CONTRACTS RESULTING FROM THIS SOLICITATION SHALL BE PROVIDED AT TIME OF AWARD.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP**

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

**52.223-9P02 FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT (FIFRA)
(JAN 1992) DSCP**

The contractor warrants that all pesticidal, insecticidal, fungicidal, etc., chemicals utilized in the production of the finished supplies delivered under this contract comply with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) as amended (7 USC, SEC 136 ET SEQ.) and the regulations for the enforcement of the Federal Insecticide, Fungicide and Rodenticide Act as amended 14 May (40 CFR 162 and FR VOL 49 NO. 94). The contractor specifically warrants that all such pesticidal chemicals utilized were properly labeled for use as applied in the production of the supplies and that the label of the pesticide utilized was, at the time of production of the supplies, registered with the registration division, environmental protection agency. When a pesticidal chemical is required by an applicable specification which, at the time of the bid offering, is not available with an EPA approved label authorizing the use as required in the specification, the act shall take precedence. In such cases, the contractor shall request that the government authorize a deviation from the specification and designate a substitute pesticidal chemical which is, at that time, produced with an EPA approved label designating the use as required by the specification.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**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, nor 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, nor 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.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(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.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

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

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

- (1) Shipped in interstate commerce,
- (2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

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

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

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

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

SECTION I – CONTRACT CLAUSES

NOTICE: THE FOLLOWING SOLICITATION PROVISIONS AND/OR CONTRACT CLAUSES PERTINENT TO THIS SECTION ARE HEREBY INCORPORATED BY REFERENCE:

NR	TITLE	DATE
52.202-1	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52-203.8	Cancellation, Rescission, Recovery of Funds for Illegal or Improper Activity.	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.211-5	Material Requirements	(AUG 2000)
52.211-15	Defense Priority and Allocation Requirements	(SEP 1990)
52.215-2	Audit and Records-Negotiation	(JUN 1999)
52.215-8	Order of Precedence-Uniform Contract Format	(OCT 1997)

SECTION I – CONTRACT CLAUSES

NR	TITLE	DATE
52.215-14	Integrity of Unit Prices	(OCT 1997)
52.216-27	Single or Multiple Awards	(OCT 1995)
52.222-20	Walsh-Healey Public Contracts Act	(DEC 1996)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(DEC 2001)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(DEC 2001)
52.223-3	Hazardous Material Identification and Material Safety Data	(JAN 1997)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.225-8	Duty-Free Entry	(FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	(JUN 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.227-3	Patent Indemnity	(APR 1984)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)

SECTION I – CONTRACT CLAUSES

NR	TITLE	DATE
52.229-5	Taxes-Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.230-2	Cost Accounting Standards	(APR 1998)
52.232-1	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25	Prompt Payment	(FEB 2002)
	The following time frames apply to the fill-ins Contained in this clause:	
	1. Paragraph (A)(5)(I):	7 TH day
52.233-1	Disputes	(DEC 1998)
52.233-3	Protest after Award	(AUG 1996)
52.242-13	Bankruptcy	(JUL 1995)
52.242-17	Government Delay of Work	(APR 1984)
52.243-1	Changes-Fixed-Price	(AUG 1987)
52.244-5	Competition in Subcontracting	(DEC 1996)
52.246-23	Limitation of Liability	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price)	(SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service)	(APR 1984)

SECTION I – CONTRACT CLAUSES

NR	TITLE	DATE	
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	(MAR 1999)	DFARS
252.203-7002	Display of DOD Hotline Poster	(DEC 1991)	DFARS
252.204-7003	Control of Government Personnel Work Product	(APR 1992)	DFARS
252.205-7000	Provision of Information to Cooperative Agreement Holders	(DEC 1991)	DFARS
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	(NOV 1995)	DFARS
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	(MAR 1998)	DFARS
252.215-7000	Pricing Adjustments	(DEC 1991)	DFARS
252.217-7017	Time of Delivery	(DEC 1991)	DFAR
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)	(APR (1996)	DFARS
252.225-7001	Buy American Act and Balance of Payments Program	(MAR 1998)	DFARS
252.225-7002	Qualifying Country Sources as Subcontractors	(DEC 1991)	DFARS

NOTE: ITEMS PURCHASED FOR USE OUTSIDE THE UNITED STATES OR SPECIFICALLY FOR COMMISSARY RESALE ARE EXEMPTED FROM THE PROVISIONS OF THE BUY AMERICAN ACT, AS ARE CALLS VALUED AT \$25,000 OR LESS

SECTION I – CONTRACT CLAUSES

NR	TITLE	DATE	
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components) NOTES: 1. THE CONTRACT ADMINISTRATION OFFICE (REQUIRED IN PARAGRAPH (K) OF THIS CLAUSE) IS AS CITED ON PAGE 1 OF THE CONTRACT.	(AUG 2000)	DFARS
252.225-7010	Duty-Free Entry--Additional Provisions	(AUG 2000)	DFARS
252.225-7012	Preference for Certain Domestic Commodities	(APR 2002)	DFARS
252.225-7031	Secondary Arab Boycott of Israel	(JUN 1992)	DFARS
252.231-7000	Supplemental Cost Principles	(DEC 1991)	DFARS
252.242-7000	Post Award Conference	(DEC 1991)	DFARS
252.242-7004	Material Management and Accounting System	(DEC 2000)	DFARS
252.243-7001	Pricing of Contract Modifications	(DEC 1991)	DFARS
252.243-7002	Requests for Equitable Adjustment	(MAR 1998)	DFARS
252.246-7000	Material Inspection and Receiving Report	(DEC 1991)	DFARS
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	(OCT 1997)	
52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting	(OCT 1999)	
52.219-26	Small Disadvantaged Business Participation Program-Incentive Subcontracting	(OCT 2000)	

SECTION I – CONTRACT CLAUSES

52.211-9002 Priority rating.

As prescribed in 11.604(90), insert the following clause:

PRIORITY RATING (MAR 2000) - DLAD

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires contractors to utilize **the** assigned 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 Defense Contract Management Agency DCMA** or the appropriate DSC **DPAS** officer through the **cognizant Administrative Contracting Officer** or **Procuring** Contracting officer. The **DPAS** officer or the **DCMA plant representative** will provide necessary assistance or provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the **DoC who will review** and take action to make the needed supplies available to the applicant **when deemed appropriate**.

(End of clause)

52.216-18 Ordering.

As prescribed in 16.506(a), insert the following clause:

Ordering (Oct 1995) (DLAD)

- (a) Any supplies and services to be furnished under this 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 _____ through _____ [insert dates].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 Indefinite Quantity.

As prescribed in 16.506(e), insert the following clause:

Indefinite Quantity (Oct 1995) (DLAD)

- (a) This is an indefinite-quantity contract for the 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 the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

SECTION I – CONTRACT CLAUSES**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 _____, the government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order.

The contractor is not obligated to honor--

(1) Any order for single item in excess of _____;

(2) Any order for a combination of items in excess of _____; or

(3) A series of orders from the same ordering office within ____ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(e) The delivery order(s) shall specify delivery(ies) no less than ____ 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 ____ hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

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

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

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

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

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

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

SECTION I – CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

SECTION I – CONTRACT CLAUSES

52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE
(DEC 1997) DLAD

(a) *The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protege based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.*

(b) The contractor-mentor and its protégé(s) shall meet semi-annually with the DLA contracting officer and the small business specialist(s) from the buying activity and/or the DCMA component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protégé that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

52.219-6 Notice of Total Small Business Set-Aside.

Notice of Total Small Business Set-Aside (July 1996)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

SECTION I – CONTRACT CLAUSES**52.222-26 Equal Opportunity.**

As prescribed in 22.810(e), insert the following clause:

Equal Opportunity (Apr 2002)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to-

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

SECTION I – CONTRACT CLAUSES**52.222-26 Equal Opportunity.****Equal Opportunity (Apr 2002)**

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

SECTION I – CONTRACT CLAUSES**52.222-26 Equal Opportunity.****Equal Opportunity (Apr 2002)**

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.223-9000 Material Safety Data Sheets and Hazard Warning Labels.

As prescribed in 23.303, insert the following clause:

MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992)- DLAD

(a)(1) This clause is to be used in conjunction with FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, and DFARS clause 252.223-7001, Hazard Warning Labels. Material Safety Data Sheets (MSDSs) and Hazard Warning Labels (HWLs) shall be required to be submitted by the apparently successful offeror prior to contract award. Notwithstanding paragraph 4. *of the latest Federal Standard (FED-STD) 313*, the contractor shall submit MSDSs and accompanying HWLs to the contracting office, rather than directly to the Defense Supply Center Richmond (DSCR). This will satisfy the FED-STD requirement on the part of the contractor.

(2) The MSDS must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

(End of clause)

SECTION I – CONTRACT CLAUSES**52.244-6 Subcontracts for Commercial Items.**

As prescribed in 44.403, insert the following clause:

Subcontracts for Commercial Items (May 2002)

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

SECTION I – CONTRACT CLAUSES**52.246-9P35 WARRANTY OF SUPPLIES (JAN 1992) DSCP****(a) Definitions.**

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

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

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

(b) Contractor’s Obligations.

(1) Notwithstanding inspection and acceptance by the government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for 6 months after receipt of supplies at destination:

(i) all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) the preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return of the supplies to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. Contractor shall also be liable for:

(i) handling costs and incidental charges incurred by the government in the preparation of the above described supplies for return to the contractor and in return of said supplies to storage, after redelivery by the contractor; and

(ii) for cost of government examination of the corrected or replaced supplies computed and charged at the flat rate of \$49.28 per hour.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of receipt at destination of the corrected or replaced supplies.

(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

(c) Remedies Available to the Government.

(1) The contracting officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 7 months from receipt of supplies at destination.

SECTION I – CONTRACT CLAUSES

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

(2) Conformance of supplies or parts thereof subject to warranty action shall be determined in accordance with the inspection and acceptance procedures contained in the contract except as provided herein. If the contract provides for sampling, the contracting officer may group any supplies delivered under this contract. The size of the sample shall be that required by the sampling procedure specified in the contract for the quantity of supplies on which warranty action is proposed, except when projecting sampling results. Warranty sampling results may be projected over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection and regardless of whether such supplies have been issued or consumed, provided; the supplies from which the samples were drawn are reasonably representative of the quantity on which warranty action is proposed; and the defects found in the sample size are sufficient to reject the quantity of supplies on which warranty action is proposed, even though the sample size may be less than that required for such quantity. The original inspection lots need not be reconstituted, nor shall the contracting officer be required to use the same lot size as on original inspection. Within a reasonable time after the notice, the contracting officer may exercise one or more of the following options, and also, following the exercise of any option, may unilaterally change it to one or more of the other options set forth below:

(i) Require an equitable adjustment in the contract price for any supplies or group of supplies;

(ii) Screen the supplies grouped under this clause at contractor's expense and return all nonconforming supplies to the contractor for correction or replacement;

(iii) Require the contractor to screen the supplies at depots designated by the government within the continental united states and to correct or replace all nonconforming supplies;

(iv) Return any supplies or group of supplies under this clause to the contractor (irrespective of the F.O.B. point or the point of acceptance) for screening and correction or replacement;

(v) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefore. In such event, the government may 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.

SECTION I – CONTRACT CLAUSES

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

(4) If the contractor fails to accept return of the nonconforming supplies, or fails to make redelivery of the corrected or replaced supplies to the government within the time established, or fails to make progress after their return to correct or replace them so as to endanger performance within the time established for redelivery and does not cure such failure within a period of 10 days (or such longer period as the contracting officer may authorize in writing) after receipt of notice from the contracting officer specifying such failure, the contracting officer may exercise one or more of the following remedies:

(i) Retain or have the contractor return the nonconforming supplies and require an equitable adjustment in the contract price.

(ii) Return or hold the nonconforming supplies for contractor's account, or require the return of the nonconforming supplies and then hold for contractor's account, whereupon the contractor shall repay the contract price therefore. In such event, the government may reprocure similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional costs occasioned the government thereby.

(iii) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming supplies for the contractor's account in a reasonable manner, in which case the government is entitled to reimbursement from the contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for any other costs incurred or to be incurred.

(5) The rights and remedies of the government provided in this clause are in addition to, and do not limit, any rights afforded to the government by any other clause of this contract.

(d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "disputes" clause of this contract.

(e) When the contract specifies ultimate delivery of supplies to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

52.249-9000 Administrative costs of repurchase after default.

As prescribed in 49.402-6(90), insert the following clause:

ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. ***This assessment of damages for administrative costs shall*** apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

(End of clause)

SECTION I – CONTRACT CLAUSES**52.252-2 Clauses Incorporated by Reference.**

As prescribed in 52.107(b), insert the following clause:

Cluses Incorporated By Reference (Feb 1998)

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

(End of clause)

52.252-6 Authorized Deviations in Clauses.

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any _____. [insert regulation name] (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

252.223-7001 Hazard Warning Labels.

As prescribed in 223.303, use the following clause:

HAZARD WARNING LABELS (DEC 1991) (DFARS)

- (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

SECTION I – CONTRACT CLAUSES

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.225-7008 Supplies to be Accorded Duty-Free Entry.

(DFARS)

As prescribed in 225.1101(7), use the following clause:

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

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

(End of clause)

SECTION I – CONTRACT CLAUSES

252.247-7023 Transportation of Supplies by Sea. (DFARS)
As prescribed in 247.573(b)(1), use the following clause:

TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) *Definitions.* As used in this clause—

(1) “Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) “Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) “Foreign flag vessel” means any vessel that is not a U.S.-flag vessel.

(4) “Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) “Subcontractor” means a supplier, material man, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) “Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) “U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

SECTION I – CONTRACT CLAUSES**TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (CONT)**

- (i) This contract is a construction contract; or
- (ii) The supplies being transported are—
 - (A) Noncommercial items; or
 - (B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and

SECTION I – CONTRACT CLAUSES**TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (CONT)**

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

SECTION I – CONTRACT CLAUSES

TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (CONT)

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontracts under this contract that—

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

SECTION J

REFERENCE DOCUMENTS FOR BEVERAGE BASE POWDER

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

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, April 1, 2002.

Colors, Federal Standard #595B,

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

Sampling Procedures and Tables for Inspection by Attributes. American Society for Quality Control, ASQC/ANSI Z1.4, 1993.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118/D5118M-95, March 1995.

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

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

Standard Test Method for Seal Strength of Flexible Barrier Materials. ASTM F 88-00, May 2000.

Standard Specification for Polyethylene Film & Sheeting. ASTM D2103-97, April 1997.

U. S. Food Chemicals Codex.. Committee on Specifications, 4th edition, National Academy Press.

SECTION J

REFERENCE DOCUMENTS FOR CREAMER

Marking Instructions for Shipping cases, Sacks, and Palletized/Containerized Loads of Perishable and Semi perishable Subsistence. DSCP Form 3556, October 2001.

Loads, Unit: Preparation of Semi perishable Subsistence Items. DSCP Form 3507, December 1998; Changes, April 1, 2002.

Colors, Used in Government Procurement. FED-STD-595B, January 1994.

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

Sampling Procedures and Tables for Inspection by Attributes. American Society for Quality Control, ANSI/ASQC Z1.4-1993.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118-95.

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

Bacteriological Analytical Manual (BAM). 8th edition, 1998. Food & Drug Administration (FDA).

Food Chemicals Codex, 4th edition 1996. Committee of Specifications, National Academy Press.

Official Methods of Analysis of AOAC International. 16th edition, March 1998. 4th revision, volumes I & II.

SECTION J –

REFERENCE DOCUMENTS FOR COCOA BEVERAGE POWDER

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence (DSCP Form 3556 dated Oct 2001).

Standard Practice for Commercial Packaging. ASTM D 3951-98, January 1999.

U.S. Food Chemicals Codex, 4th edition 1996. Committee on Specifications; National Academy Press.

Department of Defense Standard Practice. Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000

In accordance with Paragraph 2 of MIL-C-303IJ, Cocoa Beverage Powder.

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

SECTION K

52.215-6 Place of Performance.

As prescribed in 15.209(f), insert the following provision:

Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, * intends, * does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

(End of provision)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

NOTICE: THE FOLLOWING SOLICITATION PROVISIONS AND/OR CONTRACT CLAUSES PERTINENT TO THIS SECTION ARE HEREBY INCORPORATED BY REFERENCE:

NR	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	(Apr 1991)
52.204-5	Women-Owned Business (Other Than Small Business).	(May 1999)
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country.	(MAR 1998)

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT

NR	TITLE	DATE
*****	NOTE: OFFEROR MAY BE REQUIRED OR MAY WISH TO MAKE	*****
*****	ONE OR MORE ENTRIES IN THE FOLLOWING CLAUSE.	*****
52.203-2	Certificate of Independent Price Determination.	(APR 1985)

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

- (a) The offeror certifies that-
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer;, or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.203-2 Certificate of Independent Price Determination (cont)

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

NR	TITLE	DATE
52.204-3	Taxpayer Identification	(OCT 1998)

As prescribed in 4.905, insert the following provision:

(a) *Definitions.*

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

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.204-3 Taxpayer Identification.(continued)

(d) *Taxpayer Identification Number (TIN).*

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(f) *Common parent.*

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

o Name and TIN of common parent:

Name _____

TIN _____

(End of provision) ✓

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.207-4 Economic Purchase Quantity-Supplies.

As prescribed in 7.203, insert the following provision:

Economic Purchase Quantity-Supplies (Aug 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations			
Item	Quantity	Price Quotation	Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.215-7 Annual Representations and Certifications-Negotiation.

As prescribed in 15.209(g), insert the following provision:

Annual Representations and Certifications-Negotiation (Oct 1997)

The offeror has [*check the appropriate block*]:

- (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [*insert date of signature on submission*] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [*insert changes that affect only this proposal; if "none," so state*]:
- (b) Enclosed its annual representations and certifications.

(End of Provision)

.....
 *****NOTE: OFFEROR MAY BE REQUIRED OR MAY WISH TO MAKE ONE OR
 ***** MORE ENTRIES IN THE FOLLOWING CLAUSE

52.215-9P02 MINIMUM PROPOSAL ACCEPTANCE PERIOD (JAN 1992) DSCP

(a) "Acceptance Period", as used in this provision, means the number of hours or calendar days available to the government for awarding a contract from the date and hour specified in this solicitation for receipt of offers.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The government requests a minimum acceptance period of:

(d) In the space provided immediately below, offerors may specify a longer acceptance period than the government's request.

The offeror allows the following acceptance period:

_____ Hours or _____ Calendar Days

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.219-1 Small Business Program Representations.

As prescribed in 19.307(a)(1), insert the following provision:

Small Business Program Representations
(Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

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

(b) Representations.

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

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]*

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

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**52.219-1 Small Business Program Representations. (CONTINUED)**

(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).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

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

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

(d) *Notice.*

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

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

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

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

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

(End of provision)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.222-21 Prohibition of Segregated Facilities.

As prescribed in 22.810(a)(1), insert the following clause:

Prohibition of Segregated Facilities (Feb 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

NOTE: OFFEROR MAY BE REQUIRED OR MAY WISH TO MAKE ONE OR MORE ENTRIES IN THE FOLLOWING CLAUSE

52.222-22 Previous Contracts and Compliance Reports.

As prescribed in 22.810(a)(2), insert the following provision:

Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

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

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

***** NOTE: OFFEROR MAY BE REQUIRED OR MAY WISH TO *****
***** MAKE ONE OR MORE ENTRIES IN THE FOLLOWING *****
***** CLAUSE *****

52.222-25 Affirmative Action Compliance.

As prescribed in 22.810(d), insert the following provision:

Affirmative Action Compliance (Apr 1984)

The offeror represents that-

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

(End of provision)

***** NOTE: OFFEROR MAY BE REQUIRED OR MAY WISH TO *****
***** MAKE ONE OR MORE ENTRIES IN THE FOLLOWING *****
***** CLAUSE *****

52.223-13 Certification of Toxic Chemical Release Reporting.

As prescribed in 23.907(a), insert the following provision:

Certification of Toxic Chemical Release Reporting (Oct 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that-
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*
 - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.223-13 Certification of Toxic Chemical Release Reporting. (CONTINUED)

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

52.242.9P18 MAILING ADDRESS FOR PAYMENT (JAN 1992)

DSCP

Offeror shall indicate below the address to which payment should be mailed, if such address is different from that shown by the offeror in Block 13 of Form 33, Solicitation and Offer:

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting.

As prescribed in 204.7207, use the following provision:

**COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
(AUG 1999) DFARS**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will—

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting (CONTINUED)

- (2) Complete section A and forward the form to DLIS; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7004 Required Central Contractor Registration. DFARS

As prescribed in 204.7304, use the following clause:

REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(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 Number 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.

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**252.204-7004 Required Central Contractor Registration.(CONTINUED)****DFARS**

(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://www.ccr.gov>.

(End of clause)

SUBPART 225.70--AUTHORIZATION ACTS, APPROPRIATIONS ACTS, AND OTHER STATUTORY RESTRICTIONS ON FOREIGN ACQUISITION

(Revised April 26, 2002)

225.7000 Scope of subpart.**(DFARS)**

(a) This subpart contains restrictions on the acquisition of foreign products and services, imposed by Defense appropriations and authorization acts and other statutes. Refer to the acts to verify current applicability of the restrictions.

(b) Nothing in this subpart affects the applicability of the Buy American Act or Balance of Payments Program.

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

225.7001 Definitions.

As used in this subpart-

(a) "Bearing components" and "miniature and instrument ball bearings" are defined in the clause at 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings.

(b) "Component" and "end product" are defined in the clause at 252.225-7012, Preference for Certain Domestic Commodities.

(c) "Hand or measuring tools" means those tools listed in Federal supply classifications 51 and 52, respectively.

(d) "Specialty metals" is defined in the clause at 252.225-7014, Preference for Domestic Specialty Metals.

225.7002 Restrictions on food, clothing, fabrics, specialty metals, and hand or measuring tools.

225.7002-1 Restrictions. The following restrictions implement 10 U.S.C. 2533a. Except as provided in subsection 225.7002-2, do not acquire--

(a) Any of the following items, either as end products or components, unless the items have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric or coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

225.7002-1 Restrictions (continued)

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (a).

(b) Specialty metals, including stainless steel flatware, unless the metals were melted in steel manufacturing facilities located within the United States.

(c) Hand or measuring tools, unless the tools were produced in the United States.

225.7002-2 Exceptions.

Acquisitions in the following categories are not subject to the restrictions in 225.7002-1:

(a) Acquisitions at or below the simplified acquisition threshold.

(b) Acquisitions of any of the items in 225.7002-1(a) or (b), if the Secretary concerned determines that items grown, reprocessed, reused, or produced in the United States cannot be acquired as and when needed in a satisfactory quality and sufficient quantity at U.S. market prices.

(c) Acquisitions of items listed in FAR 25.104(a), unless the items are hand or measuring tools.

(d) Acquisitions outside the United States in support of combat operations.

(e) Acquisitions of perishable foods by activities located outside the United States for personnel of those activities.

(f) Emergency acquisitions by activities located outside the United States for personnel of those activities.

(g) Acquisitions by vessels in foreign waters.

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

225.7002-2 Exceptions. (continued)

(h) Acquisitions of items specifically for commissary resale.

(i) Acquisitions of end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(1) Is not more than 10 percent of the total price of the end product; and

(2) Does not exceed the simplified acquisition threshold.

(j) Acquisitions of foods manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced.

(k) Purchases of specialty metals by subcontractors at any tier for programs other than-

(1) Aircraft;

(2) Missile and space systems;

(3) Ships;

(4) Tank-automotive;

(5) Weapons; and

(6) Ammunition.

(l) Acquisitions of specialty metals and chemical warfare protective clothing when the acquisition furthers an agreement with a qualifying country (see 225.872).

(m) Acquisitions of fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but not the purchase of the synthetic or coated synthetic fabric itself), if-

(1) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include-

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**225.7002-2 Exceptions (continued)**

(i) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(ii) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(iii) Upholstered seats (whether for household, office, or other use); and

(iv) Parachutes (Federal Supply Class 1670); or

(2) The fibers and yarns are para-aramid fibers and yarns manufactured in-

(i) The Netherlands; or

(ii) Another qualifying country (see 225.872) if the Under Secretary of Defense (Acquisition, Technology, and Logistics) makes a determination in accordance with Section 807 of Pub. L. 105-261 that

(A) Procuring articles that contain only para-aramid fibers and yarns manufactured from suppliers within the United States would result in sole source contracts or subcontracts for the supply of such para-aramid fibers and yarns;

(B) Such sole source contracts or subcontracts would not be in the best interest of the Government or consistent with the objectives of the Competition in Contracting Act (10 U.S.C. 2304); and

(C) The qualifying country permits U.S. firms that manufacture para-aramid fibers and yarns to compete with foreign firms for the sale of para-aramid fibers and yarns in that country.

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**252.225-7002 Qualifying Country Sources as Subcontractors.**

As prescribed in 225.1101(3), use the following clause:

QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.225-7012 Preference for Certain Domestic Commodities.

As prescribed in 225.7002-3(a), use the following clause:

PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)

(a) *Definitions.* As used in this clause--

(1) "Component" means any item supplied to the Government as part of an end product or of another component.

(2) "End product" means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (continued)

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product;
and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (continued)

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

***** NOTE: OFFEROR MAY BE REQUIRED OR MAY WISH TO *****
 ***** MAKE ONE OR MORE ENTRIES IN THE FOLLOWING *****
 CLAUSE

252.225-7003 Information for Duty-Free Entry Evaluation. DFARS

As prescribed in 225.1101(4), use the following provision:

INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish

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

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

Yes () No ()

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

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

Yes () No ()

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

Yes () No ()

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

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

(End of provision)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

252.247-7022 Representation of Extent of Transportation by Sea.
As prescribed in 247.573(a), use the following provision:

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L-1 Submission of Offers:

A. DSCP will use best value continuum procedures, specifically the tradeoff process, for this acquisition. Offerors are required to submit a separate technical proposal along with the completed solicitation. Information required must be received no later than the time set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraph L-2 to facilitate the Government's review in conducting a proper, thorough, and timely review of your proposal. Proposals will be evaluated to determine compliance with all characteristics listed for evaluation in Section "M". Failure to furnish this information by the time specified in the solicitation may be cause for rejection if the proposal is not otherwise acceptable under the provisions for considering late offers. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

B. Your proposal must be prepared in separate parts as follows:

<u>PART</u>	<u>TITLE</u>	<u># OF COPIES</u>
1	Completed Solicitation/Prices	1
2	Technical Proposal	2

L-2 Technical Proposal:

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

- 1.0 Product Demonstration Models (PDM's)
- 2.0 Past Performance
 - 2.1 Quality
 - 2.2 Delivery
- 3.0 DLA Mentoring Program

1.0 Product Quality/Production Demonstration Model (PDM):

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

SECTION "L" (CONTINUED)

A total of 118 Samples (each) shall be submitted as PDM's to be distributed as follows:

108 PDM's shall be mailed to:

U.S. Army Soldier Biological & Chemical Command
Natick RD&E Center
Attn: AMSSB-RCF-F
15 Kansas Street
Natick, MA 01760-5018

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

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

For the creamer, a total of 112 Samples (each) shall be submitted as PDM's to be distributed as follows:

32 PDM's shall be mailed to:

U.S. Army Soldier Biological & Chemical Command
Natick RD&E Center
Attn: AMSSB-RCF-F
15 Kansas Street
Natick, MA 01760-5018

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

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

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

SECTION "L" (CONTINUED)

Acceptable PDM's will be used as production standards. For product requiring USDA or other origin inspection, a representative number of packages from the same lot(s) as the above samples, shall be maintained at contractor's facility to accommodate all anticipated production.

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

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

The overall PDM rating will be no higher than the rating of the lowest-rated characteristic, for example, if any one of the characteristics is rated "fair" the overall PDM rating will be no higher than "fair", even if certain characteristics are higher rated. A "poor" rating for any one characteristic will result in a "poor" overall PDM rating.

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

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

2.0 Past Performance:

Offerors may submit any information they want the Government to consider regarding their performance on MRE Beverage Base or similar type item(s) during the period since January 1, 2001 include Quality and Delivery history. Offerors who have not had contracts with DSCP should describe their commercial experience with similar items and provide the names, points of contact, and phone numbers of those commercial customers. Offers are requested to submit any information about any unfavorable instances of past performance that occurred since January 1, 2001 and the corrective actions taken to preclude any such recurrence. Offerors should submit information regarding their socioeconomic accomplishments as part of their past performance information.

SECTION "L" (CONTINUED)**3.0 DLA Mentoring Business Agreement (MBA):**

The DLA Mentoring Business Agreement Program is designed to provide developmental assistance to Small Businesses, Women Owned Small Businesses and Small Disadvantaged Businesses in return for value added services and/or products.

The purpose of the DLA MBA Program is to provide maximum opportunity to the small business community to participate in DLA's reengineered business processes in the award of contracts at either the prime or subcontract level. Under this program, a business relationship is established between the prime contractor (either a large or small business) acting as the mentor, and a Small Business, Small Disadvantaged Business or Women-Owned Small Business as the protégé. MBAs will provide for longer-term stability and opportunity for growth and it will encourage long-term business relationships, which transcend performance under specific contracts. The program goal is not to create government dependent protégés but to enable these firms to become more viable in the commercial marketplace.

MBA's should consist of one or more arrangements between the offeror and a Small Business, Small Disadvantaged Business, or Women Owned Small Business Concern who participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful. Ideally, the protégé can bring to the relationship a distinctive proficiency or capability which supports the mentor's business objectives and produces mutually beneficial results. For example, the mentor firm may provide consultative services in business management disciplines while the protégé firm will bring the special expertise relative to its business niche to the business arrangement.

An MBA shall be a written agreement between the prime contractor and the Small Business, Small Disadvantaged Business or Women-Owned Business involved. Mentors will be required to submit periodic progress reports on their agreements. An MBA shall include, at a minimum, the following elements:

a. Participants

Cite your criteria in selecting a firm with whom to mentor. In addition, provide the following information with all submissions:

Name, Address, and Plant Location for contract holder and potential Small Business, Small Disadvantaged Business or Women-Owned Small Business participants.

SECTION "L" (CONTINUED)

Point of Contact, Job Title and Phone Number of all personnel involved in the development and oversight of any agreement from both parties.

The number of people employed by the Small Business, Small Disadvantaged Business or Women Owned Small Business concern.

b. Agreement Type

Describe the type of agreement between the contract holder and the Small Business concern, Small Disadvantaged Business or Women-Owned Small Business concern. The agreement should state the benefits of the plan for both parties. DSCP will review the plan to ensure that the agreement will not jeopardize future responsibilities of each party. Plans which identify new business ventures rather than expansion of existing agreements are preferred.

The mentoring plan or agreement shall specifically identify the areas of developmental assistance (i.e., management/technical) that will be provided. Provide a discussion of the areas chosen for mentoring.

Describe the scope of the plan (i.e., whether the plan will be specifically related to the requirements contained in this solicitation or will the plan cover other government and commercial contracts).

The offeror shall identify and describe the management control techniques that would be used to ensure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

c. Program Objectives

Provide a chart indicating the milestones for program implementation.

Discuss and describe the measurements or yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

- (1) An increase in the dollar value of subcontracts awarded to Small Business/Small Disadvantaged Business/Women Owned Business concerns under DoD contracts.
- (2) An improvement in the level of participation in DoD, other Federal agencies and commercial contracting opportunities.

SECTION "L" (CONTINUED)

- (3) Mentors will be required to submit periodic progress reports on their agreements.

Section "L"- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**252.211-7005 Substitutions for Military or Federal Specifications and Standards.**

As prescribed in 211.273-4, use the following clause:

SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001)

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcm.a.mil/onebook/0.0/0.2/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

Section "L"- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

252.211-7005 Substitutions for Military or Federal Specifications and Standards. (continued)

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

52.216-27 Single or Multiple Awards.

As prescribed in 16.506(f), insert the following provision:

Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

Section "L"- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.219-24 Small Disadvantaged Business Participation Program-Targets.

As prescribed in 19.1204(a), insert a provision substantially the same as the following:

Small Disadvantaged Business Participation Program-Targets (Oct 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

NOTICE: THE FOLLOWING SOLICITATION PROVISIONS AND/OR CONTRACT CLAUSES PERTINENT TO THIS SECTION ARE HEREBY INCORPORATED BY REFERENCE:

NR	TITLE	DATE
52.211-14	Notice of Priority Rating for National Defense Use.	(SEP 1990)
52.215-1	Instructions to Offerors-Competitive Acquisition Alternate I	(MAY 2001) (OCT 1997)
52.215-5	Facsimile Proposals.	(OCT 1997)
52.216-1	Type of Contract. Insert Type of Contract: Firm-Fixed Price, Indefinite Quantity	(APR 1984)
252.206-7000	Domestic Source Restriction.	(DEC 1991) DFARS
52.209-9P07	PRE-AWARD PLANT SURVEY	(JAN 1992) DSCP

Section "L" - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

52.211-2 Availability of Specifications Listed in the DoD Index of Specifications and Standards (DoDISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L.

As prescribed in 11.204(b), insert the following provision:

Availability of Specifications Listed in the DoD Index of Specifications and Standards (DoDISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L (Dec 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained- *

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained-

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the-

Department of Defense Single Stock Point (DODSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
TELEPHONE (215) 697-2667/2179
FACSIMILE (215) 697-1462

(End of provision)

Section "L" - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.211-9P17 AVAILABILITY OF PURCHASE DESCRIPTIONS AND OTHER SPECIFICATIONS (JAN 1992) DSCP

(a) Copies of the purchase descriptions and deviations from specifications cited in this solicitation may be obtained upon request from:

**Defense Logistics Agency
Defense Supply Center Philadelphia
ATTN: DSCP-HS
(Telephone: (215) 737-4435)
700 Robbins Avenue
Philadelphia, PA 19111-5092**

(b) Copies of U.S. Standards for grade of canned or frozen fruits and vegetables may be obtained from:

**Processed Products Branch
Fruits and Vegetables Division
Agricultural Marketing Service
U.S. Department of Agriculture
1400 Independence Avenue, SW
STOP 0247
Washington, DC 20250**

(c) Copies of specifications or data item descriptions that are listed in the DOD Index of Specifications and Standards (DODISS) may be obtained upon request from:

**Standardization Document*
Order Desk, Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Facsimile No.: 215-697-2978**

Telephone Order Entry System (TOES) Numbers: 215-697-1187 through and including 215-697-1197

***IMPORTANT: See FAR Provision 52.211-2 for requirements concerning requests.**

Section "L" - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.215-9002 Socioeconomic proposal.

As prescribed in **15.304(c)(4)(B)**, insert the following or similar provision:

SOCIOECONOMIC PROPOSAL (MAR 1996) -

DLAD

In addition to any subcontracting plan required by the clause 52.219-9:

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

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

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

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

(End of provision)

52.219-9002 DLA Mentoring Business Agreements (MBA) Program.

As prescribed in **19.9007**, insert a provision substantially as follows:

DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DEC 1997) DLAD

(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protege, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protege will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

Section "L" - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.219-9002 DLA Mentoring Business Agreements (MBA) Program (CONTINUED)

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protege selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

(End of Provision)

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation.

As prescribed in 22.810(c), insert the following provision:

Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.233-2 Service of Protest.

As prescribed in 33.106, insert the following provision:

Service of Protest (Aug 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

Section "L" - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.233-9000 Agency protests.

As prescribed in DLAD 33.106 (c) a provision substantially as follows shall be inserted in all solicitations:

AGENCY PROTESTS (SEP 1999) - DLAD

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

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference.

As prescribed in 52.107(a), insert the following provision:

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

[Insert one or more Internet addresses]

(End of provision)

Section "L" - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.252-5 Authorized Deviations in Provisions.

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

Authorized Deviations in Provisions (Apr 1984)

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

(End of provision)

SECTION "M" - EVALUATION FACTORS FOR AWARD**M-1 Source Evaluation and Selection Procedures:**

A. Overview: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. Each evaluation factor will be evaluated separately and then an integrated assessment of the offer will be made by the Contracting Officer. If a determination (CRD) based on these evaluations and submit it to the Source Selection decision is made to hold discussions, the Contracting Officer will make a competitive range authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one or more proposals will be selected for award by the SSA, as described in paragraph (B), below. While the source selection authority's assessment will strive to determine the overall value of each offer, judgment on the part of the Government evaluators is implicit in the entire process. The Government reserves the right to select a successful offeror at other than the lowest price submitted and in accordance with the evaluation factors set forth.

B. Evaluation Process:

(1) **Technical Evaluation:** Offerors are required to submit technical proposals, as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical factors specified in this section M. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, and excluded from the competitive range regardless of the prices offered. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

(2) **Business Evaluation:** Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305. The Government will also evaluate the offeror's proposals to determine cost/price realism. Cost/price realism relates to an offeror's demonstrating that the proposed price provides an adequate reflection of its understanding of the requirements of this solicitation.

(3) **Selection:** The final technical and business evaluation reports will be furnished to the Contracting Officer. The Contracting Officer will prepare a written source selection report to the SSA. The SSA will make the source selection decision. The responsible offer(s) whose proposal(s) are most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors established in M-2, will be selected for award.

SECTION "M" (CONTINUED)**M-2 Evaluation Criteria:**

The Government will use best value continuum procedures, specifically the tradeoff process, in evaluating proposals. The Government will make award to the responsible offerors whose offers conform to the requirements of the solicitation and are most advantageous to the Government, cost or price, technical quality, and other factors considered. For this solicitation, the technical proposal is more important than cost or price. As technical proposals become more equal, the evaluated cost or price becomes more important.

The Technical Evaluation Factors and Subfactors are as follows:

Technical evaluation factor 1.0 is significantly more important than evaluation factors 2.0, and 3.0, which are in descending order of importance. The subfactors under the Past Performance factor are in descending order of importance.

- 1.0 Product Demonstration Models (PDM's)
- 2.0 Past Performance
 - 2.1 Quality
 - 2.2 Delivery
- 3.0 DLA Mentoring Program

1.0 Product Demonstration Model (PDM's):

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

2.0 Past Performance:

The Government will evaluate the past performance of each offeror for the period since January 1, 2001 regarding product quality and timely delivery and based on that evaluation will assign each offeror a level of confidence that the offeror will perform satisfactorily. The Government will evaluate the offeror's record of past performance as reflected in its performance of contracts, and the contractor's reliability in providing product that conforms to the solicitation requirements.

SECTION "M" (CONTINUED)**2.0 Past Performance (continued)**

This assessment will be based on information provided by the offeror in its proposal, information contained in records maintained by the Government, (for example but not limited to, warranty actions, destination failures, late deliveries etc.) and possibly by investigation of the contractor's record of performing commercial contracts. The Government will consider all relevant factors and circumstances, and therefore, encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred since January 1, 2001. More recent trends in contractor performance/delivery will be given more weight since they are more indicative of the offerors future performance. That is (considering only the period since January 1, 2001) more recent aspects of performance - if they seem to be more than isolated instances - may be reviewed as more significant than less recent aspects of performance.

Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women owned small businesses will be part of the past performance evaluation.

3.0 DLA Mentoring:

Proposals will be evaluated in accordance with the following clause:

52.219-9002 DLA Mentoring Business Agreements (MBA) Program (December 1995) - DLAR. The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby Small Business (SB), Small Disadvantaged Business (SDB), and Woman Owned Small Business (WOSB) are afforded the opportunity, through the assistance of the prime contractor, to participate in the DLA procurement process. The responses from offerors on the MBA Program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan or effective actual mentoring program for tutoring SB, SDB, and WOSB firms will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such firms in receiving better market shares.

GUARANTEED MAXIMUM SHIPPING WEIGHT AND CUBE PER CASE

NSN	TYPE PACK	SIZE	WEIGHT	CUBE
8960-00-170-8446	ALL	Component	34#	2.01 Ft ³
8960-01-227-1719	ALL	Component	34#	2.01 Ft ³
8960-01-227-1720	ALL	Component	34#	2.01 Ft ³
8960-01-227-1721	ALL	Component	34#	2.01 Ft ³
8960-01-005-8550	ALL	Component	34#	2.01 Ft ³
8940-00-742-3161	ALL	Component	34#	2.01 Ft ³

PERIODIC REVIEW SAMPLES

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

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

Six samples will be sent to:

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

Three samples will be sent to:

Commander, U.S. Army Natick Research Development &
Engineering Center (Natick)
ATTN: SSCNC-WRE
Natick, MA 01760-5018

PRIOR CONTRACTS IN SUBCONTRACTING WITH AND ASSISTING JWOD ENTITIES WILL BE USED AS AN ELEMENT OF PAST PERFORMANCE EVALUATION IN SUBSEQUENT SOURCE SELECTION DECISIONS.

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

As prescribed in 15.304(c)(91)(iii), insert the following clause:

JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT - CONTRACTOR REPORTING (DEC 1997) - DLAD

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

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

- (a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period.

Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

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

52.247-9P29 EVALUATION -- PALLETIZED SHIPMENTS (JAN 1992) DSCP

Contracts under this solicitation will require that each shipment be palletized. Railroad cars and trucks cannot be fully loaded with pallets as with unpalletized cases. F.O.B. destination offerors should consider this in determining the transportation cost to be included in their price. The government will also consider this in determining the transportation costs to be used in evaluation of F.O.B. origin offers. For this purpose, each item will be divided into individual shipment quantities which probably offer the most advantageous overall transportation pattern for the government considering weight, anticipated rates and rail car capacities. All offers will be evaluated to achieve the lowest possible overall cost to the government. It is possible because of palletizing, a portion of some otherwise low offer will not be accepted because the quantity will not be sufficient to be shipped advantageously.

SECTION M – EVALUATION FACTORS FOR AWARD

***** NOTE: OFFEROR MAY BE REQUIRED OR MAY WISH TO MAKE *****
 ***** ONE OR MORE ENTRIES IN THE FOLLOWING CLAUSE *****

**52.248-9P02 EVALUATION OF OFFERS USING ALTERNATE VECP METHOD (APR 1992)
 DSCP**

(a) One or more value engineering change proposals (VECPs) set forth in paragraph (b) below have been adopted as alternate methods of production. To determine entitlement for the VECP contractor, offerors are required to indicate in paragraph (b) the production method to be used under any contract resulting from this solicitation. Failure to check any block will be deemed to indicate that the offer is based upon using the current requirements without any alternate VECP.

(b) The offeror hereby agrees to use the following production method (check one):

(1) Current requirements without any alternate VECP.

(2) Alternate VECP No. _____ with a unit shared acquisition savings amount of \$ _____ (royalty), per _____. This VECP provides _____.

(c) When the offeror selects an alternate VECP method, an amount equal to the VECP shared acquisition savings rate shall be added to the offer price as an evaluation factor beginning with the _____ unit. However, the evaluation factor shall apply only to those quantities which, at the time of contract award, are scheduled for delivery on or before _____.

NOTICE: THE FOLLOWING SOLICITATION PROVISIONS AND/OR CONTRACT CLAUSES PERTINENT TO THIS SECTION ARE HEREBY INCORPORATED BY REFERENCE:

NR	TITLE	DATE
52.217-5	Evaluation of Options.	(JUL 1990)
<u>52.247-9P29</u>	EVALUATION – PALLETIZED SHIPMENTS	(JAN 1992) DSCP

THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:

NR	TITLE	DATE
<u>52.214-9P06</u>	ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992) ALTERNATE I (FEB 1998) DSCP	

Unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offers containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

- \$0.101 to \$0.104 = \$0.10
- \$0.105 to \$0.109 = \$0.11
- \$0.111 to \$0.114 = \$0.11
- \$0.115 to \$0.119 = \$0.12, etc.

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52.215-9003 Socioeconomic support evaluation.

As prescribed in **15.304(c)(4)(B)**, insert the following or similar provision:

SOCIOECONOMIC EVALUATION (OCT 1996) - DLAD

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Agency's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

(End of provision)

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

As prescribed in **15.304(c)(91)(ii)**, insert the following or similar provision:

JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DEC 1997) - DLAD

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

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

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

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

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of 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).

(End of provision)

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

As prescribed in 15.304(c)(91)(ii), insert the following or a similar provision:

JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION (DEC 1997) - DLAD

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Agency activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

(End of provision)

252.217-7001 Surge Option.

As prescribed in 217.208-70(b), use the following clause:

SURGE OPTION (AUG 1992)

(a) *General.* The Government has the option to—

(1) Increase the quantity of supplies or services called for under this contract by no more than ___ percent; and/or

(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) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

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

(c) *Exercise of option.*

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

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

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

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252.217-7001 Surge Option.(CONTINUED)

(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.

(End of clause)

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

APPLICABLE TO ALL OPERATIONAL RATIONS*

1 DECEMBER 1998

I. Scope and Applicability

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

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

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

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

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

II. Integrated Pest Management (IPM) Program Concepts

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

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.
2. Continuous product and facility inspections to include a pest surveillance program utilizing pheromone surveillance technology.
3. Proper facility design, maintenance, and physical pest exclusion.
4. Proper stock handling and warehousing techniques.
5. Appropriate use of mechanical pest control techniques and trapping strategies.
6. Proper selection and application of pesticides, using those of least toxicity where feasible.

III. IPM Program Required Elements*

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

A. Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.

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

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

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

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

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

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

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

B. Product/Facility Inspections and Pest Surveillance

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

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

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

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

a. Pheromone traps will be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures will be periodically changed in accordance with the manufacturer's recommendations. Damaged and/or dirty traps will be changed when necessary.

b. Trap monitoring will be accomplished jointly by contractor and pest control subcontractor personnel with collection results verified by an in-plant Government representative. Insect specimens collected from pheromone traps will be submitted by the Government representative directly to DSCP-HROS for identification. Reporting of negative results is not required. The contractor will provide all necessary collection and packaging materials and postage for the submission of specimens.

c. All other insect specimens collected from within contractor facilities during the course of contract operations, exclusive of pheromone traps and electrocution devices, will be submitted by a Government representative to DSCP-HROS for identification.

C. Facility Design, Maintenance, and Pest Exclusion

1. Roofs and walls will be maintained in a good state of repair to prevent leaks and accumulations of standing water.

2. All holes or gaps in interior and exterior walls will be sealed as necessary on a continual basis.

3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, will be properly screened.

4. All door entrances will be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors will be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation will be fitted with framed screen inserts to prevent insect entry.

5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients will be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches will be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, will be located at the lowest levels and consolidated for ease of monitoring and surveillance.

2. Two or more infestible components will not be located on a single pallet.

3. Proper stock handling practices, designed to minimize product damage, will be enforced throughout the course of contract operations.

4. Commercial ingredient items of an infestible nature will be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items will be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

1. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices will be included.

2. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.

3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.

4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices will be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

F. Pesticide Selection and Application

1. Applicator and Pesticide Documentation

a. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), will only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/certifications for all persons applying "Restricted Use" pesticides on the premises will be provided. Similarly, legible copies of product labels for any "Restricted Use" pesticide proposed for use will be provided, along with a narrative description for each pesticide to include, the intended site(s) of application, application method(s), proposed application frequency, and the % active ingredient in the finished formulation. Material Safety Data Sheets (MSDS) are not required and are not acceptable in lieu of product labels.

b. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for all persons applying "General Use" pesticides on the premises will be provided, if not commercially certified as above. Similarly, legible copies of product labels (not MSDS's) for any "General Use" pesticide proposed for use will be provided, along with a narrative description of the intended site(s) of application, application method(s), proposed application frequency, and the % active ingredient in the finished formulation:

2. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides will be left to the discretion of the contractor or the pest control subcontractor. A detailed narrative of the intended uses will be presented in the program as stated above. Pesticide application and treatment records will be kept for each facility treated and will be maintained for a minimum of one (1) year. These treatment records will be made available to the Government upon request and will be reviewed during on-site visits to the establishment.

NOTE: Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), will be applied in accordance with MPI directives and with the approval of the Inspector-in-Charge (IIC).

NOTE: In no case will product, pouches, meal bags, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

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

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

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

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

IV. Required Notifications

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

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

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

V. Required Attachments/Inclusions

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

B. Copies of current applicator licenses or certifications. Update as appropriate.

C. Pesticide labels as described above.

D. Pesticide use narratives as described above.

CONTRACTOR SANITATION PROGRAM – OPERATIONAL RATIONS*

***APPLICABLE TO ALL OPERATIONAL RATIONS**

1 DECEMBER 1998

I. Scope and Applicability

A. These Sanitation Program requirements are applicable to contractors and/or subcontractors (both subsequently referred to as contractors) who manufacture, store, assemble, or ship Government Furnished Materials (GFM) and/or Contractor Furnished Materials (CFM) used in the production and/or assembly of operational rations.

B. Contractors are required to submit a comprehensive written Sanitation Program, plus supporting documentation, addressing all facilities and operations used for the processing, storage, or assembly of ingredients, components, and end items. The written Sanitation Program will be tailored to address any unique aspects of the facilities and operations involved and will follow the format of the Sanitation Plan requirements as described in Paragraph II. of this document. All Sanitation Programs will be submitted through the Contracting Officer for evaluation by a DSCP quality control sanitarian and must be approved before any contract award is made.

C. Once approved, each Sanitation Program will remain in effect for one (1) year from the date of approval. Requests for renewal of the Sanitation Program will be required upon expiration. At no time will a contractor be allowed to participate in an Operational Rations program without a current and approved Sanitation Program. Program changes, modifications, or updates will be submitted to the Contracting Officer for evaluation by a DSCP quality control sanitarian and may be submitted at any time. Approved plans will automatically be extended to cover subsequent awards received during the period covered by the currently approved program.

II. Sanitation Program Required Elements*

*This section (II.) contains those required elements of the Contractors Sanitation Program, which must be addressed in writing for approval prior to contract award. All program elements must be addressed and supporting documentation provided.

A. Sanitation Program Content

The offerer shall provide a written description of the overall sanitation program currently in-place to include:

1. The organizational structure as it applies to the sanitation function and the supervision of sanitation workers. Indicate either names or positions of the individuals comprising the sanitation committee.

2. A description of the training/education and experience of sanitation supervisory personnel, as well as a description of training provided to sanitation shift workers.

3. A description of the in-place employee Good Manufacturing Practices (GMP's) training program.

4. A master facility sanitation schedule which encompasses all areas of all facilities involved in the production, assembly, and/or storage of components and end items.

5. A master equipment sanitation schedule which encompasses all processing and support equipment used in the production and/or assembly of components and end items.

6. A listing of sanitation chemicals used within the facilities either for facility or equipment cleaning and sanitizing and a brief description of their uses. Copies of product labels will be included.

7. A copy of the company Hazard Analysis Critical Control Point (HACCP) Program for the control of biological, chemical, and physical hazards designed to insure food safety will be made available for review upon request. As a minimum requirement, if no HACCP program exists, a description of the existing microbial testing program will be provided.

B. Supporting Documentation

The offerer may provide representative copies of sanitary evaluations, surveys, reports, and inspections generated by contract organizations or consultants during the 12 months immediately preceding receipt of this solicitation.

C. Sanitation Compliance Monitoring

1. The offerer shall describe the inspection and monitoring techniques used to verify the effectiveness of the overall sanitation program. A description of how corrective actions are initiated and monitored to completion, when sanitation deficiencies occur, shall also be provided.

2. The government reserves the right to verify sanitary compliance by performing sanitary compliance inspections of production and storage facilities producing or storing product under the terms of the contract.

III. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to any aspect of an approved Sanitation Program will be submitted to the Contracting Officer for evaluation by a DSCP quality control sanitarian before implementation.

B. A DSCP quality control sanitarian will be immediately informed of any sanitary deficiencies which result in production delays, stoppage, facility shutdown, or contamination/adulteration of food products or packaging materials. Immediate telephonic notification through the Contracting Officer is required.

III. Required Notifications (continued)

C. Contractors will be notified of significant or repeat sanitation deficiencies reported by the cognizant inspection activity. A contractor generated corrective action reply, describing what actions are being taken to resolve the deficiency, will be required.