

2. CONTRACT NUMBER	3. SOLICITATION NUMBER SPM3S1-11-R-7073	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10/06/2010	6. REQUISITION/PURCHASE NUMBER
--------------------	--	--	------------------------------	--------------------------------

7. ISSUED BY DIRECTORATE OF SUBSISTENCE - DSCP CONTRACTING AND PRODUCTION DIVISION 700 ROBBINS AVENUE	CODE SP0300	8. ADDRESS OFFER TO (If other than Item 7) SEE PAGE 02 FOR ADDITIONAL INSTRUCTIONS
--	----------------	---

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

**SOLICITATION**

9. Sealed offers in original and NO copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in DSCP, bldg. 36, Bid Opening Room until 3:00 local time 11/04/2010

(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Paul T. Brown, PSPTRC2	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 215 737 9042	C. E-MAIL ADDRESS Paul.T.Brown@dla.mil
---------------------------	-----------------------------------	--	---

**11. TABLE OF CONTENTS**

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

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. 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.

13. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52.232-8)</small>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input type="checkbox"/> ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>
		28. AWARD DATE

## SOLICITATION AND OFFER - FORM SF33

## Page 1 (CONTINUATION SHEET)

## 1. Block 8 (continued)

DLA Troop Support  
Business Opportunities Office  
Bldg. 36, 2<sup>nd</sup> Floor, Wing E  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

## 2. Block 9 (continued)

**Mailed offers should be sent to:**

DLA Troop Support  
Business Opportunities Office  
Bldg. 36, 2<sup>nd</sup> Floor, Wing E  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

Solicitation Number: SPM3S1-11-R-7073  
Closing Date and Time: November 04, 2010, 3:00 PM

**Handcarried offers, including delivery by commercial carrier, should be delivered to:**

DLA Troop Support  
Business Opportunities Office  
Bldg. 36, 2<sup>nd</sup> Floor, Wing E  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

Solicitation Number: SPM3S1-11-R-7073  
Closing Date and Time: November 04, 2010, 3:00 PM

**NOTE:** All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 3:00 p.m., Monday through Friday, except for federal holidays as set forth in 5 U.S.C. 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Form SF33.

## TABLE OF CONTENTS

Section B – Supplies	4
Section C – Descriptions/ Specifications	16
Section D – Packaging and Marking	21
Section E – Inspection and Acceptance	22
Section F – Deliveries or Performance	56
Section G – Contract Administration Data	57
Section H - Special Contract Requirements	58
Section I – Contract Clauses	64
Section J – List of Documents, Exhibits and Other Attachments	85
Section K – Representations, Certifications and Other Statements of Offerors	86
Section L – Instructions, Conditions and Notices to Offers	92
Section M – Evaluation Factors for Award	109
Subcontracting Plan Guide	119

## SUPPLIES

## B-1. ITEMS TO BE SUPPLIED

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

AmeriQual Packaging  
225 West Morgan Avenue  
Evansville, IN 47710

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

The Wornick Company  
Prepared Foods Division  
4700 Creek Road  
Cincinnati, OH 45242-8330

NOTE: Firms should be cautioned that the above listed destinations are for pricing purposes only. Some or all of these locations could change with the award of the new MRE contract. Actual ordering quantities and shipping information will be provided in individual delivery order(s). Offerors are solicited on an FOB Destination basis only. Any offers submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive.

## B. QUANTITY REQUIREMENTS FOR THE BASE YEAR &amp; EACH OPTION YEAR

NOTE: All items cited below are subject to the Surge requirements of this solicitation.

<u>LINE ITEM</u>	<u>ITEM/NSN</u>	<u>Minimum Qty.</u>	<u>Estimated Qty.</u>	<u>Maximum Qty.</u>
0001	Cheese Spread, Cheddar, Plain Fortified, Packaged in a Flexible Pouch Shelf Stable, 1.5 oz. bag, Type I PCR-C-039, Change 03, September 2009 NSN: 8940-00-149-1059	11,250,000	13,500,000	33,750,000
0002	Cheese Sprd., Cheddar, w/ Jalapeno Peppers Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag, Type II, PCR-C-039, Change 03, September 2009 NSN: 8940-01-414-6122	5,000,000	6,000,000	15,000,000
0003	Cheese Spread, Cheddar, with Bacon Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag, Type III, PCR-C-039, Change 03, September 2009 NSN: 8940-01-502-5688	1,250,000	1,500,000	3,750,000
0004	Peanut Butter and Peanut Spread, Smooth, Stabilized, Fortified, Plain, 1 oz flexibly pkg., Style I, Class A, Grade A, Text. 1, Type a, Fort. b, Flavor 1, Package C, CID A-A-20328A, August 2006, Pkg. & QAP A-A-20328A, Chg. 01, July 2007 NSN: 8930-01-555-4596	7,500,000	9,000,000	22,500,000

0005	Peanut Butter and Peanut Spread, Smooth, Stabilized, Fortified, Chocolate, 1.5 oz, flex pkg., Style II, Class A, Texture I, Type a, Fort. b, Flavor 2, Package C, CID A-A-20328A, August 2006, Pkg. & QAP A-A-20328A, Chg. 01, July 2007 NSN: 8930-01-527-8226	1,250,000	1,500,000	3,750,000
0006	Peanut Butter and Peanut Spread, Stabilized, Fortified, Chunky/Crunchy, 1 oz, flex pg, , Style I, Class A, Texture 3, Type a, Fort. b, Package C, CID A-A-20328A, August 2006, Pkg. & QAP A-A-20328A, Chg. 01, July 2007 NSN: 8930-01-555-4604	2,500,000	3,000,000	7,500,000
0007	Preserves (or Jams), Fruit, Blackberry 1 oz, Type I, Group I, Flavor A, Style 1, CID A-A-20079C, July 2009, Pkg. & QAP A-A-20079C, September 2009 NSN: 8930-01-426-4749	1,250,000	1,500,000	3,750,000
0008	Preserves (or Jams), Fruit, Strawberry 1 oz, Type I, Group I, Flavor Q, Style 1, CID A-A-20079C, July 2009, Pkg. & QAP A-A-20079C, September 2009 NSN: 8930-01-426-4752	1,250,000	1,500,000	3,750,000
0009	Jelly, Fruit, Apple 1 oz, Type I, Style 1, Kind A, CID-A-A-20078C, July 2009, Pkg. & QAP A-A-20078C, September 2009 NSN: 8930-00-149-1056	1,250,000	1,500,000	3,750,000
0010	Jelly, Fruit, Grape 1 oz, Type I, Style 1, Kind L, CID-A-A-20078C, July 2009, Pkg. & QAP A-A-20078C, September 2009 NSN: 8930-00-149-1058	1,250,000	1,500,000	3,750,000
0011	Mayonnaise, Fat Free Style C, 1.0 oz pkt, flex pg, Type I, CID A-A-20140D, June 2008, Pkg. & QAP A-A-20140B, Change 02, July 2007 NSN: 8950-01-527-8387	1,250,000	1,500,000	3,750,000
0012	Barbecue Sauce Plain, w/o Added Fruit Purees, 1 oz pg, Type B, Flavor 1, CID A-A-20335A, May 2007, Pkg. & QAP A-A-20335A, Change 04, August 2006 NSN: 8950-01-487-1628	2,500,000	3,000,000	7,500,000
0013	Syrup, Table, Imitation Maple Min 38 gm flex pg, Type IV, Style 1, Flavor A, package C (for MRE) CID A-A-20124D, April 2008, NSN: 8925-01-584-8723	1,250,000	1,500,000	3,750,000

**B-2 CONTRACT UNIT ITEM PRICING**

**NOTE: Offerors shall submit a hard copy and a CD in Excel Spreadsheet format of the Base and Option Year Pricing with their proposal. This data shall be submitted with their business and technical proposals by the required closing date. See the sample of the required pricing format at the end of this section. Also see the required number of proposal copies in section L-3 of this solicitation.**

In the solicitation above, the minimum, estimated and maximum quantities are based on the Meal Ready to Eat (MRE) XXXI requirements. The individual Spreads item quantities are based on the case count (menu usage level) formula for each item as follows:

MRE XXXI Requirements

Minimum Quantity: 2,500,000 cases

Estimated Quantity: 3,000,000 cases

Maximum Quantity: 7,500,000 cases

The acquisition quantities cited in the schedule for spreads items are calculated by multiplying the case count times the minimum, estimated or maximum quantities shown above. For example, Plain Cheese is determined by multiplying the minimum quantity of MRE cases (2,500,000) by the item case count (4.5).  $2,500,000 \times 4.5 = 11,250,000$  pouches of Plain Cheese.

The Small Business Size standard for the following items is 500 employees based on the listed NAICS codes.

Spreads Component Item	National Stock Number	NAICS Codes	Set-aside
Plain Cheese	8940-00-149-1059	311513	Unrestricted
Jalapeno Cheese	8940-01-414-6122	311513	Unrestricted
Bacon Cheese	8940-01-502-5688	311513	Unrestricted
Plain Peanut Butter	8930-01-555-4596	311911	Unrestricted
Chocolate Peanut Butter	8930-01-527-8226	311911	Unrestricted
Chunky Peanut Butter	8930-01-555-4604	311911	Unrestricted
Blackberry Jam	8930-01-426-4749	311421	Unrestricted
Strawberry Jam	8930-01-426-4752	311421	Unrestricted
Apple Jelly	8930-00-149-1056	311421	Unrestricted
Grape Jelly	8930-00-149-1058	311421	Unrestricted
Fat Free Mayo	8950-01-527-8387	311941	Unrestricted
Barbecue Sauce	8950-01-487-1628	311941	Unrestricted
Table Syrup	8925-01-584-8723	311930	Unrestricted

**B-3 OPTIONS****Option:**

This acquisition contains (4) one year options. Acceptance of the option provision(s)/clauses(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 format listed in Section B may be deemed non-acceptance of the option and could result in rejection of the offeror's entire proposal.

Offeror's may offer option unit prices, which differ from the unit prices for the base year ordering period. These prices may vary with the quantities actually ordered and the dates when ordered. Since quantities to be delivered for each destination are not known, offerors are cautioned that the entire quantity or a partial quantity may be ordered for an individual destination.

**Ordering Changes and Product Substitutions:**

DSCP may add or delete spreads items during the contract period as ordering requirements and/or MRE menu's change. Item changes will not effect the overall value of the contract as minimum and maximum values of the other spreads items in the contract will be adjusted accordingly. There may be occasions where one item may be substituted for another similar product for the purposes of maintaining MRE production. This action is subject to the prior approval of the cognizant DSCP Contracting Officer.

**B-4 SURGE REQUIREMENTS****52.217-9006 Surge and Sustainment (S&S) Requirements (S&S) Requirements (Jun 2009) – DLAD (Tailored)**

**NOTE:** Though this clause is identified by a DLAD number and title, the clause has been tailored specifically for Rations-type acquisitions in accordance with DLAD 17.9304.

This solicitation includes items that are critical to support Department of Defense's ability to conduct contingency operations. These items are designated as surge and sustainment items. The S&S delivery requirements are identified in the schedule of supplies and are in addition to normal peacetime contract deliveries. The objective of the S&S in this solicitation is to obtain contractual coverage to meet the S&S requirements for a Monthly Wartime Rate (MWR) or other delivery terms of the identified items in the schedule. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors are required to meet the terms and conditions of S&S requirements. Offerors are evaluated on their ability to meet the terms and conditions of the S&S requirement. Surge capability will be evaluated in accordance with the tailored Surge clause(s) for Rations by the Subsistence Industrial Base Planning Office. The following information defines the requirements of the Defense Logistics Agency (DLA) S&S requirements:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and or accelerated delivery requirements, using production and or supplier base capabilities, in support of DoD contingencies and/or emergency peacetime requirements. This capability includes

both the ability to ramp up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S Quantity and Required Delivery Schedule are identified on an individual item basis, based on the Services' wartime planning requirements. The S&S Monthly Wartime Rate (MWR) is represented as a percentage or an exact number; however some items may require different delivery requirements. The S&S quantity and delivery requirements are above and beyond the production requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously referred to as the "Surge Plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping (e.g., S&S quantity and delivery requirements is for 10 feet of wire every 30 days, and the wire is sold to the government in 100 ft rolls. A single delivery of one roll in the first 30 days would meet the requirement for ten 30-day delivery periods).

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements (e.g., the schedule calls for 20 o-ring seals each 30-day period, but the vendor needs a 30 day ramp up and could deliver 40 in the second period and 20 each delivery period thereafter).

(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the MWR (e.g., the schedule calls for 20 seals each 30-day period, and the vendor can meet the schedule starting in the third ordering period but needs a government investment to be capable of meeting deliveries in the first two months).

(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the MWR.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the MWR quantities specified), and includes an investment strategy that would improve the supplier's capability to deliver at the MWR.

(d) Government Investments. Use of government investment may be considered to address S&S coverage shortfalls as specified in (c)(3) to (7) above. Use of government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required prior to any government investment and any investment costs incurred by the supplier without the explicit written approval of the CO are the sole responsibility of the supplier.

(e) Agreement to Participate in S&S Validation/Testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to validate the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist and occur through final contract delivery. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel,



stock, pre-positioned raw material, production capabilities, visibility of supplier base resources, and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(f) Supplier Notification of S&S Capability Changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity of supplies identified in the Schedule of Supplies in accordance with the S&S required delivery schedule throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the CO within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

(g) Government Changes, Additions and Deletions to S&S Requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule must be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

(h) Early or Unexpected S&S Requirements. The supplier agrees to support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, or (2) for requirements exceeding those agreed upon in the Schedule and the CAP. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the contractor of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S quantities and the S&S quantities agreed to in the Schedule and CAP during the contingency.

(End of Clause)

## **B-5 ECONOMIC PRICE ADJUSTMENT**

An Economic Price Adjustment (EPA) applies to all Cheese and Peanut Butter component items. The following clauses and provisions apply to all items subject to an Economic Price Adjustment (EPA) in this solicitation:

### **52.217-9001 Option To Extend The Term Of The Contract - Separate Firm Fixed Price & Fixed Price With Economic Price Adjustment Portions (JULY 1996) DLAD**

(a) The Government may extend the term of this contract by written notice to the contractor no later than  2  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  60  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 provision. Each exercise of this option, if any, will extend the term of this contract by

one year. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(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 specific material subject to the EPA, at the dollar value per unit in the award, modified by any adjustment under the EPA of this clause 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.

(End of Clause)

#### 52.216-9061 ECONOMIC PRICE ADJUSTMENT – TABLE SPREADS (NOV 2009)

##### DLAD

(a) **WARRANTIES:** For the portion of the schedule that is covered by this EPA clause, the Contractor warrants that the unit prices included in the Schedule do not include allowances for any portion of the contingency covered by this clause. Refer to clause DLAD 52.217-9001, OPTION TO EXTEND THE TERM OF THE CONTRACT - SEPARATE FIRM FIXED PRICE & FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT PORTIONS, contained elsewhere in this solicitation.

(b) The base unit prices for the purpose of the adjustment calculations under this clause shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only (e.g. an average of cheese, butter, and peanuts) for the period specified under the “Adjusted (ADJ.) Unit Price” below immediately preceding either the solicitation closing date for proposals (if no discussions are held), the due date for final proposal revisions (if discussions are held) or the solicitation opening date (if sealed bidding is used).

ITEM	EPA FACTOR	ECONOMIC INDICATOR	PUBLISHER / PUBLICATION / FREQUENCY PUBLISHED	BASE UNIT PRICE	ADJ. UNIT PRICE
Plain Cheese Spread	Cheese & Butter	Cheese Barrels - 40# Blocks & Grade AA Butter	Chicago Mercantile Exchange Cash Trading / USDA Dairy Market News / Weekly	52 week period	52 week period
Jalapeno Cheese Spread	Cheese & Butter	Cheese Barrels - 40# Blocks & Grade AA Butter	Chicago Mercantile Exchange Cash Trading / USDA Dairy Market News / Weekly	52 week period	52 week period
Bacon Cheese Spread	Cheese & Butter	Cheese Barrels - 40# Blocks & Grade AA Butter	Chicago Mercantile Exchange Cash Trading / USDA Dairy Market News /	52 week period	52 week period

			Weekly		
Plain Peanut Butter	Peanut Butter	PPI Table # WPU01830111 For Peanut Butter & Roasted Peanuts	Bureau Of Labor Statistics – Producer Price Index (PPI) / Monthly	12 month period	12 month period
Chocolate Peanut Butter	Peanut Butter	PPI Table # WPU01830111 For Peanut Butter & Roasted Peanuts	Bureau Of Labor Statistics / Producer Price Index (PPI) / Monthly	12 month period	12 month period
Chunky Peanut Butter	Peanut Butter	PPI Table # WPU01830111 For Peanut Butter & Roasted Peanuts	Bureau Of Labor Statistics / Producer Price Index (PPI) / Monthly	12 month period	12 month period

In addition to the components shown above, the following are also included:

ITEM	EPA FACTOR	ECONOMIC INDICATOR	PUBLISHER / PUBLICATION / FREQUENCY PUBLISHED	BASE UNIT PRICE	ADJ. UNIT PRICE
------	------------	--------------------	---	-----------------	-----------------

“None.”

(c) The adjusting unit prices shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only for the period specified under the “Adjusting Unit Price” column shown in paragraph (b) immediately preceding the effective date the option term is exercised.

(d) 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); and the net price after applying any standard trade discounts offered by the Contractor. The established market price under this clause may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for the EPA factors subject to price adjustments under this clause, and the economic indicators and publications to be used are listed in paragraph (b) of this clause.

(1) The base unit prices for the purpose of the adjustment calculations under this clause shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only for the period specified under the “Base Unit Price” column in paragraph (b) immediately preceding (i) the closing date for proposals, if no discussions are held, (ii) the due date for final proposal revisions, if discussions are held, or (iii) the opening date, if sealed bidding is used.

(2) The adjusting unit prices shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator for the period specified under the "Adjusting Unit Price" column in paragraph (b) immediately preceding the effective date the option term is exercised.

(e) 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).

(f) **EPA ALLOWANCE FACTOR:** For the purpose of price adjustment pursuant to this clause, it shall be conclusively presumed that the amount shown under "Portion Subject to EPA" represents the cost of each item that is subject to adjustment. The portion subject to EPA refers to the element of cost for each item that is outside the control of the vendor and in "Schedule B" the offerors will be required to fill in this amount. This is the only portion of the cost that will be subject to the EPA provision. The EPA provisions based on changes in market prices for product material costs such as cheese, butter, and peanuts, are subject to the EPA, because there is serious doubt concerning the stability of market conditions. The balance of product costs for items such as labor, overhead, General and Administrative (G&A), transportation, and profit are those contingencies that can be included in the contract price and can be identified and covered separately through firm fixed prices.

The EPA allowance factor remains fixed throughout the life of the contract unless a Government authorized change is made to the contract which affects this allowance.

(g) **PERFORMANCE REQUIREMENTS:** The United States Army Research, Development and Engineering Command (RDECOM) Natick Soldier Center (NSC) who prepares the specifications has moved from Military Specifications to Performance Requirements. The Government no longer states the specific amount of product (cheese, butter, peanuts, etc.) that goes into a table spread, only an overall amount with a protein and carbohydrate requirement. (Different contractors will put in differing quantities of cheese, butter, peanuts, etc. to meet the performance requirements). This is why specific weights or quantities cannot be specified in advance in this EPA as would be used in a Military Specification and the cost for the items subject to adjustment will be entered by the contractor in Section B. The Government performs oversight to ensure that the performance requirements are met or exceeded.

(h) 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)  $\text{Market Price Change} \times \text{Allowance Factor} = \text{Contract Unit Price Adjustment (+ or -)}$  for each item subject to EPA adjustment.

(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.

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

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

(j) **PAYMENTS:** Payment for items pending adjustment under this clause shall be at the existing unadjusted contract price until an adjustment modification has been issued. Following issuance of an adjusting contract modification, the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the unit price stated in the contract modification for the applicable option period. The contractor also represents by submitting its final invoice that the total amount billed under this contract reflects all increases or decreases required or authorized by this clause.

(k) 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.

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

(m) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT:** 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.

(n) **REVISION OF MARKET PRICE INDICATOR:** 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 a particular market price indicator consistently and substantially no longer reflects 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.

(o) **DISPUTES:** If the parties fail to agree on an appropriate substitute market price indicator or implementation of other matters addressed by this EPA clause then the matter shall be resolved in accordance with the DISPUTES clause of the contract.

(p) **AUTHORITY TO ADD ADDITIONAL ITEMS TO THIS CLAUSE:** Paragraph (b) of this clause identifies 6 unique components contained in the ration. These components are selected based on historical data and may not be included in every ration. Refer elsewhere in the solicitation/contract for listing of the exact component makeup. Due to customer requirements, the contracting officer may add additional components to the ration. The contracting officer will show within paragraph (b) the additional components(s).

(q) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of the clause.

(r) In the event any applicable market price indicator is not published for any week(s), that week will not be included in calculating the base unit price or the adjusting unit price as applicable. For instance, if within a 52 week period an indicator is not published 4 times, the average of the 48 published prices only will be calculated. When a range of prices is provided, for the purposes of the calculations the arithmetic average of the high and low number will be calculated to determine the indicator for that period.

(End of Clause)

#### **B-5 SAMPLE PRICING SPREADSHEET FORMAT**

Offerors shall use the pricing format on the next page when submitting their base and option year pricing information on an Excel spreadsheet CD as addressed previously in Section B-2.



**SECTIONS C & D**  
**DESCRIPTIONS / SPECIFICATIONS / PACKAGING & MARKING**

**I. NSN/ITEM DESCRIPTION****A. CHEESES**

**8940-00-149-1059** Cheese Spread, Cheddar, Plain, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag, Type I.

**8940-01-414-6122** Cheese Spread, Cheddar, with Jalapeno Peppers, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag, Type II.

**8940-01-502-5688** Cheese Spread, Cheddar, with Bacon, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag, Type III, PCR-C-039, Change 02, November 2006,

**Prime Document:**

PCR-C-039, CHEESE SPREAD, CHEDDAR, FORTIFIED, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE, 3 September 2004 W/Change 03 25 Sep 09.

---

**B. PEANUT BUTTERS****NSN/Item Description**

**8930-01-555-4596** Peanut Butter and Peanut Spread, Smooth, Stabilized, Fortified, Plain, 1 oz flexibly packaged, Style I, Class A, Grade A, Texture 1, Type a, Fortification b, Flavor 1, Package C.

**8930-01-555-4604** Peanut Butter and Peanut Spread, Chunky/Crunchy, 1 oz, flex pg, stabilized, fortified, Style 1, Class A, Texture 3, Type a, Fortification b, Package C.

**8930-01-527-8226** Peanut Butter and Peanut Spread, Smooth, Stabilized, Fortified, 1.5 oz flex pg Chocolate, Style II, Class A, Texture I, Type a, Fortification b, Package C, Flavor 2.

**Prime Document:**

CID-A-A-20328A, Peanut Butter and Peanut Spread, August 29, 2006.

Packaging Requirements and Quality Assurance Provisions for CID A-A-20328A, Peanut Butter and Peanut Spread, 27 July 2007 with change 01.

---



**SECTIONS C & D**  
**DESCRIPTIONS / SPECIFICATIONS / PACKAGING & MARKING**

**C. JAMS****NSN/Item Description**

**8930-01-426-4749** Preserves (or Jams), Fruit, Blackberry, 1 oz, Type I, Group I, Flavor A, Style 1.

**8930-01-426-4752** Preserves (or Jams), Fruit, Strawberry, 1 oz, Type I, Group I, Flavor Q, Style 1.

**Prime Document:**

CID A-A-20079C, Preserves (or Jams), Fruit, July 2009.

Packaging Requirements and Quality Assurance Provisions for CID A-A-20079C, Preserves (or Jams), Fruit, 25 September 2009.

---

**D. JELLIES****NSN/Item Description**

**8930-00-149-1056** Jelly, Fruit, Apple, 1 oz, Type I, Style 1, Kind A.

**8930-00-149-1058** Jelly, Fruit, Grape, 1 oz, Type I, Style 1, Kind M.

**Prime Documents:**

CID-A-A-20078C, Jelly, Fruit, July 2009.

Packaging Requirements and Quality Assurance Provisions for CID-A-A-20078C, Jelly, Fruit, 25 September 2009.

.....

**E. BARBECUE SAUCE****NSN/Item Description**

**8950-01-487-1628** Barbecue Sauce, Plain, w/o added fruit purees, 1 oz pg, Flavor 1, Type B.

**Prime Document:**

Commercial Item Description Barbecue Sauce, A-A- 20335A, May 2007.

Date of Pack: Acceptance will be limited to product processed and packed subsequent to award/invoking the option.

**SECTIONS C & D  
DESCRIPTIONS / SPECIFICATIONS / PACKAGING & MARKING**

THE FOLLOWING CHANGES APPLY TO PACKGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20335, BARBECUE SAUCE:

Page 1, Section C-2, F Analytical requirements: "For all types specified, the salt content, pH, soluble solids and titratable acidity requirements and procedures shall be in accordance with A-A-20035."

"Section C-2, delete subparagraph (1), salt content.

Page 5, Section E-5, B Methods of Inspection. Delete subparagraph (4) analytical and delete through to the end of this section through NOTE until the beginning of E-6 Quality Assurance Provisions.



**F. MAYONNAISE**

**NSN/Item Description**

**8950-01-527-8387** Mayonnaise, Fat Free, Style C, 1.0 oz .pkt, flex pg, Type I.

**Prime Document:**

Commercial Item Description: Mayonnaise, Salad Dressing, and Tartar Sauce. A-A-20140D, June 2008.

Date of Pack: Acceptance will be limited to product processed and packed subsequent to award/invoking the option.

THE FOLLOWING CHANGES APPLY TO PACKING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20140B, MAYONNAISE, SALAD DRESSING AND TARTAR SAUCE.

Page 1, section C-2, I (1) Salt content. Delete "2.35" and insert "2.70".



**SECTIONS C & D**  
**DESCRIPTIONS / SPECIFICATIONS / PACKAGING & MARKING**

**G. TABLE SYRUP****NSN/Item Description**

**8925-01-578-9094** Syrup, Table, Imitation Maple, style 1, min 38 gm flex pg, flavor A, type IV, CID A-A-20124, package C (for MRE)

**Prime Document:**

Commercial Item Description, Syrup. A-A-20124D, April 17, 2008. USDA

Date of Pack. Acceptance will be limited to product produced and processed subsequent to date of award/invoking the option.

---

**II. MISCELLANEOUS REQUIREMENTS**

**NOTE:** Paragraphs C and D below are requirements of the solicitation and are not evaluation factors for award. The following miscellaneous requirements apply to ALL Spreads items:

**A. Title 21 Compliance**

Compliance with the provisions contained in Title 21, Code of Federal Regulations Part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food," and all regulations referenced herein, is required. In addition, the contractor is required to comply with all with the provisions contained within specific parts of the Code of Federal Regulations. For example, low-acid canned food manufacturers, Part 110 and 113 are applicable.

**B. Government Entry During Manufacturing Performance**

The Contracting Officer or any Government personnel designated by him shall be permitted entry into the contractor's and subcontractor's plants during performance of manufacturing operations. Except for inspection service, the Contracting Officer shall give prior notice of the purpose of the meetings and shall furnish dates of the visit.

**C. Stored Products Pest Management Program**

The procedures contained in the "Integrated Pest Management (IPM) Program Requirements of Operational Rations," March 2009 are required and apply to all operational rations food component operations. Each contractor is to have an IPM program in place prior to the initiation of production of Government product. The IPM plan and the associated pesticide labels and MSDS documents are not to be submitted to DSCP. The contractor shall have those documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. In addition, evidence of an insect or rodent infestation, foreign material or contamination involving any end item will be cause for rejection of the involved lot.

**SECTIONS C & D**  
**DESCRIPTIONS / SPECIFICATIONS / PACKAGING & MARKING**

**NOTE:** The latest IPM program requirements can be found on the DSCP website at:  
<http://www.dscp.dla.mil/subs/support/quality/index.asp>

**D. Product Sanitarily Approved Source 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, DLAD 52.246-9044, Sanitary Conditions, 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 U.S. Department of Commerce (USDA) 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-FTR for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DSCP-FTR, in coordination with the Chief, Approved Sources Division, VETCOM.

**E. Marking of Shipping Containers**

Shipping containers shall be marked in accordance with DSCP Form 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence, February 1, 2004.

**F. Food Defense/Security/Force Protection Plan (FDP) (Operational Rations, Prime Vendor, and Others)**

Currently, all DSCP Subsistence contracts have a requirement for the submission and implementation of some type of Food Defense at each contractor facility. Areas of concern listed in this checklist must be addressed in the plan. As a result of increased risk for the potential of intentional food tampering the plan shall describe (in general terms) the type of preventive measures that are taken or will be taken to reduce food defense vulnerabilities and to protect the food intended for DSCP's customers at CONUS and OCONUS locations. The plan must include preventive steps taken to safeguard product from intentional tampering/contamination during all stages of receipt, production, storage, assembly, delivery, and shipment. See Sections L&M for additional information regarding the evaluation of and requirements for submitting a Food Defense Plan.

To download a copy of the DSCP Food Defense Checklist go to:

<http://www.dscp.dla.mil/subs/support/quality/index.asp> or

[http://www.dscp.dla.mil/subs/fs\\_check.pdf](http://www.dscp.dla.mil/subs/fs_check.pdf) or contact the applicable DSCP Contracting Officer or the Quality Audits & Food Defense Branch (DSCP-FTSB).

**SECTIONS C & D**  
**DESCRIPTIONS / SPECIFICATIONS / PACKAGING & MARKING**

**III. CLAUSES****52.211-9033 Packaging and Marking Requirements (APR 2008) – DLAD**

See Section B for applicable packaging and marking requirements. Offers that do not comply with the packaging and marking requirements as specified in Section B of this solicitation may be subject to rejection as being technically unacceptable.

(End of Clause)

**52.247-9012 Requirements For Treatment Of Wood Packaging Material (WPM)  
(Feb 2007) – DLAD**

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT. AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT."

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material(WPM) *used to make shipments under DOD contracts and/or* acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

(End of clause)

**SECTION E****SECTION E - INSPECTION AND ACCEPTANCE**

For all Operational Rations food components (FSR, MRE, MCW/LRP, Tray Pack, UGR, Unitized B, etc.), inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DLAD Clause 52.246-9023, General Inspection Requirements, unless otherwise specified by this solicitation/contract. The regulations, file codes, etc. of the respective inspection agency are applicable to the contract in conjunction with the quality assurance requirements of the contract. Optional contractor testing provided by DLAD Clause 52.246-9024, Alternative Inspection Requirements for Selected Items, is applicable unless otherwise specified by this solicitation/contract. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with FAR Clause 52.246-15, Certificate of Conformance.

FAR Clauses 52.246-02 and 52.246-11 are applicable to this solicitation/contract and shall be cited to properly enforce the Higher Level Contract Quality requirements.

The Quality Assurance Provisions found in Section E of this solicitation and in Sections E and 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. The Analytical Requirements found in Commercial Item Descriptions cited as Prime Documents by this solicitation are required for contractor, Army Veterinary, and USDA inspection, unless otherwise specified by this solicitation/contract. When Quality Assurance Provisions and Packaging Requirements cite analytical content levels different from those cited in the Commercial Item Description, use those analytical content levels cited in the Quality Assurance Provisions and Packaging Requirements.

**Saving and reserving all rights under the general inspection requirements of DLAD Clause 52.246-9023, the procedures for inspection and acceptance will be as follows:**

**E-1. Quality Assurance Requirements for Ration Component Production Plants and Ration Sub Assembly and Assembly Plants.****E-1-A. Higher Level Quality Requirements - Documented Quality Systems Plan (QSP)**

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

**SECTION E****QSP General Outline**

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

**NOTE:** Integrated Pest Management Plan: The IPM Plan is not required to be submitted but the questions concerning the facility's IPM in Section IX Regulatory Controls, Area 2, of the QSP must be addressed.

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

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

Offerors/Contractors may request a copy of Workbook I by contacting the applicable contracting officer or DSCP-FTSB. Workbook I is also available online in PDF format at the following website:

**SECTION E**

<http://www.dscp.dla.mil/subs/support/quality/QSP.pdf>. DSCP will recognize a contractor's quality system whenever it meets the contract requirements, whether the quality system is modeled on military, commercial, national or international quality systems standards. The design and implementation of a QSP will be influenced by the varying needs of a company, its particular goals and objectives, the products produced, and the processes and specific practices employed in the operation. The intent of the requirement is for contractors to improve process capability, process control which, when used effectively, can result in a prevention-oriented approach rather than a detection approach that will improve product quality and lower cost through the use of a single quality system in any contractor facility.

A documented QSP is required when a contract references or requires a contractor to perform under the higher-level contract quality requirements. Contractors are responsible for complying with the quality system requirements set forth in their documented QSP in addition to all detailed requirements cited in the contract and for furnishing products that meet all requirements of the contract. Contractors are required to establish, document, submit for Government review, and maintain a quality system as a means of ensuring that product conforms to the requirements of the contract. The documented QSP shall include the quality system procedures and outline the structure of the documentation used in the quality system. When the requirements of the Statistical Process Control Quality Assurances Provision (SPC QAP) and/or the DLAD MPC Clause 52.246-9001 Manufacturing Process Controls and In-Process Inspection are applicable, these requirements must be addressed under the In-Process and Process Inspection and Testing section of the documented QSP. Redundant areas/requirements (cited in the MPC Clause or the SPC QAP) need only be addressed once in the QSP. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1 or ISO 10012-1.

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

A. The following items are exempt from the Higher Level Contract Quality Requirements, MPC IAW Clause 52.246-9001 and the SPC QAP (No QSP required):

1. Accessory package components
2. Condiments (even if packaged in laminated barrier pouches) - Hot sauce, Ketchup, Mayonnaise, Picante Sauce, Table Syrup, etc.
3. Bulk packed items: Sports bars; beef snacks; cereal treats; chocolate sports bar; ranger bar; First Strike bars; chow mien noodles; fruit bars (CID AA-20212); granola bars; osmotic fruit; cookies (CID AA - 20295, PCR-C-031, PCR-C-046); almonds, roasted; peanuts, roasted; snacks (CID AA-20195); commercial sandwich crackers/cookies, and bulk packed items procured using the commercial components solicitation (e.g., candies).  
**NOTE:** Bulk packed, as used in this paragraph, means packing prior to finished product packaging. However, note that this does not prohibit the prime contractor from requiring a QSP from their subcontractors for all products on their own accord.

B. A QSP is required but SPC techniques are optional for the following items: Beverage bases, cheese spreads, cookies (CID AA - 20295, PCR-C-031, PCR-C-046), dairy component powders (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, etc), nut raisin mixes, peanut butter, peanut spread, jellies/jams/preserves, and bulked-packed items that are individually packaged by an assembler/packer in military packaging (laminated barrier pouches). However, note that this does not prohibit the prime contractor from requiring SPC techniques from their subcontractors for all products on their own accord.

**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.**



**SECTION E**

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

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

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

(NOTE: It is important for BLDG. 6 to be included in the address above for timely delivery, especially for express deliveries.)

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

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

**a. HEAD, DEFENSE CONTRACT INSPECTION SECTION**

USDA,AMS,FFV,PPB (202) 720-5021  
ATTN: Richard Boyd/Donna Burke-Fonda  
1400 INDEPENDENCE AVE. SW  
STOP 0247, ROOM 0726, SOUTH BLDG.  
WASHINGTON, DC 20250-0247

**b. USDA-DCIS OPERATIONAL RATIONS PROGRAM COORDINATOR**

USDA, AMS, FV, PPB (630) 790-6957  
800 ROOSEVELT ROAD  
BLDG A, SUITE 380  
GLEN ELLYN, IL 60137-7688

**c. USDA-AMS INSPECTION AREA OFFICE:** The contractor/subcontractor shall contact USDA-DCIS for the applicable area office address (Weslaco, TX, East Point, GA, North Brunswick, NJ, South Bend, IN, Richmond, VA, etc).

**2. US ARMY VETERINARY COMMAND (VETCOM):** When Army Veterinary inspectors (AVIs) are responsible for performing Government source inspection at operational rations assembly plants, one copy shall be personally delivered to the resident AVI/QAR prior to the initiation of production/assembly. The contractor/subcontractor shall contact VETCOM for questions regarding AVI's inspection services.

COMMANDER  
U.S. ARMY VETERINARY COMMAND (MCVSF-OPERATIONAL  
RATIONS SECTION -- MRE Program Coordinator)  
2050 WORTH ST., SUITE 5  
FT. SAM HOUSTON, TX 78234-6005

**SECTION E**

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

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

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

DEFENSE SUPPLY CENTER PHILADELPHIA  
ATTN: DSCP-FTSB (Quality Systems Audit Team)  
700 ROBBINS AVENUE, 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 and include documents/procedures indicated in Workbook I 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-FTSB's QSP evaluation comments as to cause(s) of why the plan was considered insufficient for production and with the opportunity to resubmit a revised QSP. **If a contractor has previously submitted a QSP and the rating was, at a minimum, marginally acceptable, the contractor may reference this QSP by date and only changes (if deemed necessary) need to be submitted at time of bid submittal for this or for future contracts.**

**After the Acquisition Phase:** After the Acquisition Phase (after contract award), if the contractor submitted a new QSP, DSCP-FTSB will assign a rating of acceptable, marginally acceptable or unacceptable (to a QSP rated sufficient for production during the acquisition phase) within 60 days of contract award. **If a contractor's QSP is rated unacceptable after contract award, the QSP must be revised to receive, at a minimum, a marginally acceptable rating within 90 days of contract award.** The contractor will also be provided with an opportunity to submit changes to improve the plan throughout the life of the contract.

DSCP-FTSB Quality Systems Auditors evaluate, assign QSP ratings, and approve or disapprove changes to the QSP. **QSP procedures or changes to a QSP that may involve a change to a specific contractual requirement (cited in the contract TDP/ items specification/CID) must be coordinated and approved by the Contracting Officer.** To expedite the evaluation process, all QSP changes (**that do not involve a specific contractual change**) shall be **simultaneously** provided to the In-Plant GQAR and a copy faxed, E-mailed, or mailed to DSCP-FTSB and each applicable office for their review. The GQAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DSCP-FTSB after the contractor submits the change to DSCP. The contractor's documented QSP is considered a living document and continuous improvements are highly encouraged.

**SECTION E**

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

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

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

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

**NOTE:** The procedures of how a contractor intends to comply with the requirements of the MPC Clause or the SPC QAP, as applicable, shall be covered in the In-Process and Process Inspection and Testing Section of the contractors' documented QSP/Quality Manual. If the contractor uses a different/numbering system than the Section/Element number cited in the TDP, the contractor's should cross-reference each applicable section of their QSP.

**E-1-B. The following DLAD Clause 52.246-9001 is applicable to this contract:**

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

This clause supplements paragraph 4.9 (Process Controls) of ANSI/ASQC 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 that 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.

## SECTION E

(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 documented QSP and implemented system compliance and effectiveness will be made through the use of yearly on-site compliance systems audits conducted by the Quality Systems Audit Team and In-Plant GQARs throughout the life of the contract.

(End of Clause)

**E-1-C. The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract:**

### QUALITY ASSURANCE PROVISION

Statistical Process Controls

DSCP-H-94-001

The requirements of this QAP shall be addressed in the Documented Quality System Plan (QSP) when applicable. Redundant areas/requirements cited in this QAP or the MPC Clause need only be addressed once in the In-Process and Process Inspection and Testing Section and/or other applicable section of the contractors' documented QSP/Quality Manual. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to end item contractual requirements. Therefore, the techniques (SPC/MPC) selected to control the processes shall be those that can best and most effectively/efficiently control the characteristics identified and provide the best assurance that the system implemented will consistently produce product conforming to contractual requirements. If the contractor uses a different/numbering system than the Section/Element number cited in the TDP, the contractor's QSP should cross-reference each applicable section/element of their QSP.

## SECTION E

### I. General Requirements:

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

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

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

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

**E. Exclusion of documented QSP submission: If a contractor has previously submitted a QSP and the rating was, at a minimum, marginally acceptable, the contractor may reference their QSP by date and only changes (if deemed necessary) need to be submitted at time of bid submittal for this or for future contracts.**

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

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

2. If techniques selected (MPC, SPC, or combination of both) were determined to be adequate (in a QSP previously submitted and approved by DSCP-FTSB), the offeror shall certify that these techniques are still adequate to effectively control the processes and that the system implemented is still capable of consistently producing conforming product.

### II. SPECIFIC REQUIREMENTS:

A. The offeror shall identify the characteristics to be controlled using SPC techniques (or the alternate MPC techniques). Application of SPC techniques shall be considered for all characteristics identified by performing pareto analysis on the defects from previous production, or projection of potential defects in future production, to discern the vital few and repetitive type failures from the trivial many. Additionally, offerors are encouraged to calculate quality costs to assist in determining what characteristics or processes to control statistically (QSP Element XIII). These defects, and all other characteristics identified by the offeror from process capability studies on current production, shall be subject to the application of SPC techniques or other analyses. The characteristics requiring control will be those characteristics providing the best assurance of product

## SECTION E

conformance to end item contractual requirements. In addition to the characteristics identified by the offeror, the following characteristics will be controlled using SPC techniques, MPC techniques, or other alternate controls methods deemed appropriate and effective in controlling the processes. Alternate controls to SPC and MPC must be clearly identified and explained in detail in the In-Process and Process Inspection and Testing Section of the contractors' documented QSP/Quality Manual. **The description of SPC or MPC techniques shall be sufficient to allow a reviewer unfamiliar with the item or the contractor's production operation to properly assess the applicability of the control measures/techniques being proposed.**

**1. For Thermostabilized or Hot Filled Items:** (1) Laminated barrier pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.), (2) Polymeric tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) and (3) All thermostabilized items - the critical control points of the process schedule as determined by the contractor's Processing Authority and critical control points of the retort process schedule. The critical control points, other control points, and the contractor's Processing Authority shall be clearly identified in the Regulatory Controls Section and/or the In-Process and Process Inspection and Testing Section of the contractor's QSP, as applicable.

**2. For Water Activity Stabilized Items:** (1) Laminated barrier pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.), (2) Polymeric tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) and (3) All water activity-stabilized items - control of water activity, and oxygen scavenger placement. The control points shall be clearly identified in the In-Process and Process Inspection and Testing Section of the contractor's QSP.

**3. Flameless Ration Heater (FRH):** The FRH chemical formulation and those processes that affect the formulation, performance, and the packaging (including over-wrapped FRH) of the FRH. The control points shall be clearly identified in the In-Process and Process Inspection and Testing Section of the contractor's QSP.

**4. Assembly Operations:** The use of SPC and/or MPC techniques is required. However, the Assembler shall determine application of SPC/MPC techniques for the assembly and sub assembly processes by performing a Pareto analysis. NOTE: The assembler shall identify the type of controls (MPC, SPC, or both) being applied for each process identified. The control points for the assembly and subassembly processes shall be clearly identified in the In-Process and Process Inspection and Testing Section of the Assembler's QSP.

**5. For Other Items SPC techniques are optional.**

B. The SPC and MPC techniques (or combination of both) will be evaluated as part of the documented QSP for the firm or firms eligible for award.

C. A documented QSP determined to be Insufficient for Production during the acquisition phase or seriously deficient may preclude the offeror from receiving an award. However, the PCO has the final authority and he/she may permit an offeror to revise a deficient QSP provided it is reasonably capable of being made sufficient for production or acceptable. Failure to negotiate a sufficient for production and/or acceptable QSP, as applicable, may also preclude the offeror from receiving an award.

D. **SPC Program:** The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) shall be covered in the applicable section of the contractor's QSP. For characteristics as designated by the Offeror and/or the Government to be controlled using SPC or MPC

## SECTION E

techniques as indicated above, the QSP, as a minimum, must address the following: The QSP must identify and define each in-process control point (IPCP) and/or process control point (PCP) in sequence in relation to the production, subassembly/assembly flow or chain of events (from weighing/mixing/batching of ingredients/materials, packaging, to final product); clearly identify the control technique selected (SPC/MPC or combination) to control each process identified; the number of samples selected, location of sample selection, and frequency of sampling at each IPCP and PCP identified; include procedures that describe the production/assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item); and identify documents that are the basis for the SPC/MPC program including internal audits, textbooks, standards, and/ or Government documents.

**E. Structure (policy/scope):** The QSP shall identify the contractor's policy for applying SPC and the contractor's goals and commitments regarding SPC and continuous process improvement. The contractor may also discuss alternatives to SPC techniques (MPC techniques or other control technique) that have successfully reduced/prevented the production of defects. Information must be covered in the Management Responsibility and Quality System Design Section I of the QSP or other applicable section of the contractor's QSP.

**F. SPC Training:** Information must be covered in the Training Section of the QSP or other applicable section of the contractor's QSP.

**G. Vendor/Subcontractor/Purchase Controls:** Information must be covered in the Contract Review, Purchasing, and Customer-Supplied Product of the QSP or other applicable section of the contractor's QSP.

**H. Manufacturing Controls: (IAW DLAD Clause 52.246-9001 Manufacturing Process Controls and In-Process Inspection as applicable).** The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) should be covered in the applicable section of the contractor's QSP (for characteristics as designated by the Offeror and/or the Government to be controlled using SPC or MPC techniques as indicated above): The QSP must clearly identify the control technique selected (SPC/MPC or combination) to control each process identified. Must include procedures that describe the production/assembly operations and how the contractor ensures these are carried out under control conditions to assure that product characteristics and criteria specified in the contract are achieved and maintained in the finished product (end item).

**I. Statistical Process Control Procedures (General):** The information requested in Workbook I, In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) should be covered in the applicable section of the contractor's QSP (for characteristics as designated by the Offeror and/or the Government to be controlled using SPC or MPC techniques as indicated above):

1. **Criteria for Using SPC Techniques:** How the contractor determined which processes were appropriate for use of SPC or MPC techniques; process capability studies (application); types of charts used and rationale for use; and computer hardware/software used for SPC (if applicable).

2. **SPC Auditing and Review Procedures:** This information must be covered under the Internal Audit Section or other applicable section of the contractor's QSP

3. **SPC Records.** How the following records apply/correlate to the SPC program: Incoming inspection, manufacturing inspection, subcontractor inspection, internal and external failure reports, corrective action reports, control charts, scrap and rework reports, lessons learned, recommendations and feedback, etc.

## SECTION E

The information must be included in the In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable), the Document and Data Control and Control of Quality Records Section of the QSP or in the applicable section of the contractor's QSP.

J. When the documented QSP is rated acceptable and the system implemented is effective in consistently producing conforming product, the contractor may qualify for Government verification skip-lot inspection (Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government Verification Inspections for Operational Rations). The Government reserves the right to return to the original acceptance sampling requirements if Government source inspection is waived, skip-lot is not in the best interest of the Government or for other causes as indicated in the procedure. The documented QSP shall be documented, dated, and signed by a responsible company official, and will be distributed under company letterhead as indicated in preceding paragraph "Higher Level Requirement - Quality Systems Plan (QSP)". The contractor is required to incorporate the requirements of this SPC QAP in the In-Process and Process Inspection and Testing Section (Area 1 and 2 as applicable) of the QSP or other applicable sections of the contractor's QSP.

**E-1-D.** The contractor's documented QSP and implemented Quality Systems are to be verified by the in-plant Government QARs/inspectors, when Government source inspection is required, in accordance with the Supplier Support Documented QSP Evaluation Workbook I, the regulation/file code of the respective inspection agency, and the particular requirements detailed in the contract.

### **E-2. Packaging and Packing Materials**

Packaging components (e.g., fiberboard shipping boxes, cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape, etc.) are subject to the Certificate of Conformance FAR Clause 52.246-15. 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. FAR Clause 52.246-15 shall also apply to bond strength tests on retort pouches.

### **E-3. Operational Ration Component Lot Number and Lot Inspection**

The component lot number for thermostabilized (retorted) products packaged in flexible pouches shall be defined as the Julian calendar date lot number assigned at the origin manufacturer's plant and the inspection lot shall include only product produced in one work-shift. For products packaged in tray pack containers (metal/poly) and other products (including the FRH and final assembled lots), a lot number is defined as the quantity of finished product produced/assembled within a production day (Julian calendar date) and the inspection lot shall include product produced in no more than one production/assembly day. 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 sub-samples from each sub-lot/sub-code during production of the lot), the sub-samples must be drawn at random from the sub-lot and not inspected until all the sub-samples are combined to make 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).



## SECTION E

### E-4. Government verification inspection and testing.

Government verification inspection and testing (conducted by the GQAR or Government laboratory) shall be withheld, at a minimum, until the contractor's completed inspection results are presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the contracting officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless the contractor's lot submittal package (inspection/test results-including analytical testing) provided to the GQAR indicates conformance to ALL contractual requirements.

### E-5. End Item Testing.

Compliance with applicable primary acquisition documents (Military Specifications, Military Details, Performance-based Contract Requirements (PCR), Product Contract Requirements (PCR) or Commercial Item Description (CID) etc.,) requirements will be determined by the contractor and by the GQAR on the finished product in accordance with the applicable provisions in the components primary acquisition documents, solicitation, contract, and purchase order and their applicable Quality Assurance Provisions and Packaging Requirements. Regardless of the Government agency having jurisdiction upon ascertaining compliance to contractual requirements at the supplier's production/assembly facility, a USDA laboratory will perform all Government verification testing. 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 USDA laboratory.

### E-6. 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-FTSB. 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

## SECTION E

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 "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-7. Additional Requirement for Cheese Spreads

The end item processing plant and packaging plant(s) and all plants providing dairy ingredients to the end item processing plant, must be approved by the USDA, Agricultural Marketing Service (AMS), Dairy Grading Branch, Washington, DC 20250 and 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.

### E-8. Additional Quality Assurance Provisions for Cheese Spread, PCR-C-039

The following procedures for sampling and inspection shall also be applied when an end-item's filled and sealed pouch examination is required to be performed in accordance with paragraph E-6,A,(3), Filled and sealed pouch examination, of PCR-C-039. These procedures shall be applied to inspection results where critical defects are a determining factor in the rejection of a lot.

Change in severity of inspection shall be based on the critical defect category and determined by component type, regardless of lot size. Normal inspection will be used at the start of inspection. Normal inspection shall continue unchanged for the critical category of defects on successive lots except where the procedures given in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection by Attributes, require a change in the severity of the inspection, from Normal to Tightened. The procedures given in ANSI/ASQC Z1.4 shall be used to switch from Tightened inspection to Normal inspection. There will be no "reduced" inspection option. The Government has the right to discontinue Government inspection as cited in ANSI/ASQC Z1.4 or the MPC clause or both.

1. The Government QAR will notify the contractor of a change in the severity of inspection as a result of Government origin inspections. The contractor is required to perform inspections which provide the same risk (equal or better) as those performed by the Government (ex: the contractor must select for end item examination, as a minimum, the same number of samples selected by the Government for end item inspection).

2. Upon notification by the Government QAR of change of severity of inspection from Normal to Tightened, the contractor shall submit a corrective action plan to the Government QAR and the Contracting Officer. Government QAR will withhold inspection of lots produced after notification until corrective action plan is received and approved. The corrective action plan shall contain, as a minimum, the following:

## SECTION E

- A. Root cause of the deficiency.
- B. Action taken to correct the deficiency.
- C. Action taken to correct and prevent recurrence of root cause of deficiency.
- D. Corrective action effective date(s).
- E. Contractor, subcontractor, or supplier representative responsible for implementing corrective action.

As authorized by the Contracting Officer. Discontinuation of inspection may be invoked by the Contracting Officer when there is a pending action against a contractor to improve the quality of the submitted product/material, a contractor fails to submit a corrective action plan, and/or a corrective action plan is not effective in correcting or in preventing recurrence of root cause of the deficiency.

In addition to the above, the Contracting Officer, at his discretion, may invoke increased inspection for critical defects at origin and/or destination when determined to be in the best interest of the Government.

### **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.

**SECTION E**

**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 XII - Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DSCP-FTR, FTSB, 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. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

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

**1. Insect or Rodent Infestation/Contamination:** Reworks must be approved by FTR/FTSB.

**2. Food Safety and Foreign Material:** All corrective actions performed on product due to foreign material and/or processed/unprocessed container mix-ups must be approved by FTR. 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 FTR 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).

“Retesting/reinspection/rework of product that tested positive for food borne pathogens (salmonella, e. coli, etc.) is not authorized.”

**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.

## SECTION E

**3. Container Integrity Defects:** All reworks due to container integrity defects (critical defects only) noted during the producer's end item inspection, the Government's final lot end item verification inspection, the Government's or assembler's receipt inspection, or noted 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 the applicable contracting officer, unless a 100% container rework of the entire lot is conducted at source or at the assembler. All containers exhibiting the same or other container integrity defects must be removed during the 100% container 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.

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

**5. Nonconformances Noted During The Government End Item Verification Inspection:** All rework requests submitted for defects noted during Government end item verification inspections must be approved by the applicable contracting officer, unless exempted under paragraph 3 above.

### C. Contractor's Quality History:

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

2. If product is found nonconforming during the Government end item verification inspection following contractor corrective action for the same defect (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 FTSA (Quality Systems Auditors). **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".

**SECTION E****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 preventive action.
  - a) State the root cause of the deficiency.
  - b) State the corrective action and the preventive action contractor has taken/will take to preclude recurrence.
  - c) If preventive action is not possible, state why.
7. If deviation/nonconformance is of a recurring nature, the frequency of occurrence and date/contract/lot number of last occurrence.
8. Effect on cost/price.
9. Effect on delivery schedule.
10. Full justification for request for deviation, waiver, rework or reinspection.
11. Submit in-process data (MPC, SPC) and contractor and Government end-item records for the involved lot(s). Submit retort records, copy of process schedule and letter from the 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. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.

(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.

## SECTION E

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. Shipping and Commingling of 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 the following sub-paragraph entitled "Mixed Code Lots" 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, WAWF Receiving Report. Thermostabilized items, water activity stabilized items and cheese spread 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, WAWF Receiving Report.
- (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.

## SECTION E

### E-12-C. Split Lots

#### E-12-C-1. Cheese spreads, peanut butter, peanut spread:

Origin manufacturers have the choice of shipping an entire shift's production equaling one lot as follows:

- (1) The entire lot shall be shipped to only one assembler and received in accordance with the applicable Quality Systems Plan.
- (2) Whole lots may be split in two (2) portions for separate shipments.
  - (a) Split lot shipments may be shipped to more than one (1) assembler but not more than two (2) assemblers.
  - (b) No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.
  - (c) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.
  - (d) The origin manufacturer assumes full liability for both portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, both portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portion, regardless of where the product was assembled.
  - (e) Associated lot shipping documentation will reflect split lot status, original lot quantities.
  - (f) Both portions of all split lots will be stored in approved facilities only.

#### E-12-C-2. Other spread items:

- (1) Prior to splitting the 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. Inspection at Origin and Acceptance at Destination

In addition to the origin inspection specified above, 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 each production lot of product packaged in accordance with MIL-PRF-44073. Samples for receipt inspection (ex. 200 samples items packed in accordance with MIL-PRF-44073) 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



## SECTION E

of ANSI/ASQC Z1.4. 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.

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-FTSB. 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) 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: items procured by identical prime documents (identical PCRs, Commercial Item Descriptions) except for items packaged in accordance with MIL-PRF-44073 and PCR-C-039.

The reliability of the contractor's receipt inspection system will be determined by the AVI in accordance with paragraph "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-14. Production Standard Replenishment for Food Items:**

Acceptable PDMs will be used as production standards by both the Contractor and the Government. The approval of any PDM will not constitute waiver of the requirement that all delivered product must meet all other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements, and/or performance requirements.

Every 12 months, the Government Quality Assurance Representative (GQAR) will randomly select 32 replenishment samples for Natick and 70 replenishment samples for the Government's supply at origin from a lot accepted by the Government for all contractual requirements. The Contractor will be responsible for shipment to Natick. This replenishment may occur earlier if necessary to ensure an adequate supply of PDM samples. The Contractor will also use samples from this same lot as the production standard."

Replenishment sample lots will be contractor and Government tested for compliance with all applicable analytical, nutrient, moisture, and microbiological requirements.

### **E-15. Periodic Review Samples**

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

## SECTION E

month of production, the USDA/AMS inspector will randomly select twelve sample units from a conforming lot of each item (i.e., each type, flavor, etc.) produced and inspected for product examination by USDA/AMS. As instructed by DSCP, the USDA/AMS inspector shall ship nine of the samples, at the contractor's expense, to the addresses below, once per month.

Six samples selected by USDA/AMS will be sent to:

HEAD, DEFENSE CONTRACT INSPECTION SECTION  
USDA,AMS,FFV,PPB (202) 720-5021  
1400 INDEPENDENCE AVE. SW  
STOP 0247  
WASHINGTON, DC 20250-0247

Three samples selected by USDA/AMS will be sent to:

US ARMY RESEARCH, DEVELOPMENT & ENGINEERING COMMAND  
NATICK SOLDIER RESEARCH, DEVELOPMENT & ENGINEERING CENTER  
ATTN: RDNS-CFF  
15 KANSAS STREET  
NATICK, MA 01760-5056

The USDA/AMS inspector shall retain three samples for standby use, and return them to the contractor if not needed.

### E-16. FAR and DLAD Clauses

**NOTE:** Where “DD Form 250, Material Inspection Receiving Report (MIRR)”, “DD Form 250 (MIRR)”, “DD Form 250”, etc., is cited in the FAR and DLAD Clauses contained in this section, read the citation as “DD Form 250, Material Inspection Receiving Report (MIRR) or Wide Area Work Flow Receiving Report”, as applicable.

#### **52.246-9023 GENERAL INSPECTION REQUIREMENTS (APR 2008) – DLAD**

##### (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 to reduce the responsibility of Contractor to comply with such specifications.

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

**SECTION E**

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

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

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

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

(b) Standby Test Samples.

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

(c) USDA and USDC Certificates.

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

(i) Contain the following statement in the grade section of the certificate:

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

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

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

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

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

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

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

(iii) Indicate that the contractor has furnished a certificate of conformance for packaging, packing, labeling, marking and unitization materials.

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

(v) Indicate the applicable contract or order number.

(2) Inspection by USDA, AMS, Livestock, Meat, Grain and Seed Division: For all shipments, whether DD Form 250 (MIRR) is required or not, the Contractor shall obtain a USDA agricultural products acceptance

**SECTION E**

certificate (Form LS 5-3), which shall contain the information specified in paragraph ©(1). The Contractor shall also include the applicable lot number(s).

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

(d) Distribution of Certificates.

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

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

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

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

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

(e) Lot Identification.

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

(f) Particular Inspection Requirements.

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

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

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

(End of Clause)

**SECTION E****52.246-9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS (APR 2008)  
DLAD****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.

## SECTION E

(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-FTR.

(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. Government verification testing shall be withheld, at a minimum, until the contractor's completed inspection/test results are presented to the Government. The GQAR shall review the certification and test report submitted by the supplier to ensure accuracy and contractor's conformance with contractual requirements prior to initiating any Government verification testing.

(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 by the government laboratory that performed the tests. The results of nonconforming lots will be faxed to DSCP-FTR, (215-737-4115). 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.

## SECTION E

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 to government inspector. Copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

(End of Clause)

*NOTE: Amend Distribution as follows: "Original and 1 copy to government inspector of which one copy will be forwarded by the GQAR promptly to DSCP-FTSB along the results of the Government verification test results. Copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)"*

**52.246-9025 REINSPECTION OF NONCONFORMING SUPPLIES (APR 2008) DLAD**

(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.

## SECTION E

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.

(End of Clause)

*NOTE: If there is any discrepancy between this clause, 52.246-9025 Reinspection of Nonconforming Supplies (APR 2008) DLAD, 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. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size.*

### **52.246-9013 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (SEP 2007) DLAD**

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.

(End of Clause)

### **52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR**

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the



SECTION E

Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor’s signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor’s expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_ [insert Contractor’s name] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**52.246-9003 MEASURING AND TEST EQUIPMENT (Jun 1998) – 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 (Jul 2008) – DLAD**

(a) The requirements of FAR clause 52.246-2, “Inspection of Supplies—Fixed Price,” American National Standards Institute (ANSI)/American Society for Quality Control (ASQC) Z1.4-1993, “Sampling Procedures and Tables for Inspection by Attributes,” apply. 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. The current version of ANSI/ASQC Z1.4 can be found at <http://asq.org>. The private sector and non-DOD agencies may purchase copies of ANSI/ASQC Z1.4 from the American Society for Quality Control, P.O. Box 3005, 611 E. Wisconsin Avenue, Milwaukee, WI 53201-4606.

(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 the 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 to verify conformance. When the contract

**SECTION E**

is designated by the Procurement Contracting Officer (PCO)/Administrative Contracting Officer (ACO) for PVT, the Government Quality Assurance Representative (QAR) will select a random sample, from lots presented by the contractor for Government acceptance, to verify that the entire lot tendered meets the requirements of the contract or during production to ensure critical manufacturing processes are in control and send the samples to a Government-designated laboratory for testing at the Government's expense. The PVT samples shall be shipped with a copy of the DD Form 250, a DD Form 1222 (as prepared in coordination with the QAR) and marked as follows: "PRODUCT VERIFICATION TEST SAMPLES, Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_\_." Upon shipment of the PVT samples, the original unsigned DD Form 250, along with a copy of the DD Form 1222, shall be submitted to the PCO.

Upon notification to the contractor that PVT is invoked, the contractor shall not ship any material from the sampled lot until the contractor receives notification of acceptable PVT results. Government reserves the right to reject the lot, or withhold payment if the contractor ships prior to Government approval of the PVT. The Government will notify the Contractor of the results of the testing within 15 working days after receipt of the samples by the Government.

(d) Samples subjected to PVT are deemed to be part of the contract quantity. Samples destroyed during testing will be paid for at the contract price, provided the samples pass PVT. Those samples not destroyed during PVT will be returned to the Contractor at the Government's expense and will be included as part of the total contract quantity within the limits of the quantity variation clause specified in the contract.

(e) The Contractor will not be paid for those samples destroyed during testing which fail PVT. Such failure will result in rejection of the entire contract lot from which the samples were taken. Those samples from a rejected lot which were not destroyed during PVT may be returned to the Contractor at the Contractor's request and expense.

(f) [This subparagraph pertains only to contracts and bilateral purchase orders.]

(1) The QAR will evaluate the test results and accept or reject the rest of the production lot based on those results. At acceptance, the QAR is authorized to notify the contractor and send copies of the report to the Product Verification Program (PVP) Office and the PCO. 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 receipt of the PVT 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. Any defects found shall be corrected before re-tendering the lot for acceptance by the Government. Furthermore, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass 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.

(g) [This subparagraph pertains only to unilateral purchase orders.]

(1) The QAR will evaluate the test results and accept or reject the rest of the production lot based on those results. At acceptance, the QAR is authorized to notify the contractor and send copies of the report to the PVP Office and the PCO. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT 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. Any defects so found shall be corrected before re-tendering the lot for acceptance by the Government. Furthermore, the Government may subject this lot to additional PVT. 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.

SECTION E

In all cases, the PCO reserves the right to make final waiver determination.

The contract delivery schedule shall be reduced by 30 calendar days (time allotted for submission and approval of PVT sample(s)) if submission of PVT sample(s) is waived by the Government.

(End of Clause)

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

E-17 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

**52.246-9029 Inspection and Acceptance Points-- DLAD**

(a) Inspection and Acceptance are:

Inspection point: [ ] Destination [X] Origin

Acceptance point: [X] Destination [ ] Origin

(End of Clause)

NOTE: Acceptance will be execution of DD Form 250, or Receiving Report via Wide Area Work Flow, by the authorized government representative.

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

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

Plant: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**NOTICE: The following Federal Acquisition Regulation clause is incorporated by reference:**

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

**52.246-2 -- Inspection of Supplies -- Fixed-Price (Aug. 1996) FAR**

(a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

## SECTION E

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

- (e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either

- (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or
- (2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

- (i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time --
- (i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and
- (ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

**SECTION E**

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor:

- (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or
- (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above 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 Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of Clause)

**52.246-11 -- Higher-Level Contract Quality Requirement (Feb 1999) FAR**

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

	Title	Number	Date	Tailoring

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

(End of Clause)

**52.246-9014 Certificate of Conformance (SEP 2007) – DLAD**

- (a) Unless otherwise specified in the contract, the contractor shall furnish a certificate of conformance for packaging, packing, labeling, marking and unitization materials and their performance in use in lieu of government sampling and testing. Performance in use applies to joint strength of strapping and tension of unit load strapping. The unitization materials covered by the certificate of conformance shall not include pallets. Examination and testing of pallets shall be performed in accordance with specification requirements unless otherwise stipulated in the contract.
- (b) When specified, the contractor may also furnish a certificate of conformance for certain components/ingredients or end item characteristics. The contractor may still furnish a certificate covering any of the foregoing even though a subcontractor provided the materials. In such event, the contractor is responsible for assuring that the materials met all contract requirements. For this reason, the contractor should request a certificate of conformance from the subcontractor.
- (c) The certificate of conformance should be worded substantially as follows:

**SECTION E**

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

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

Signature and Title of Certifying Official

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

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

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

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

(End of Clause)

**252.246-7000 Material Inspection And Receiving Report (MAR 2008) – DFARS**

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

**52.246-9018 Shipping Documents Supplied to Assembly Contractors (APR 2008) – DLAD**

The assembly contractor will be supplied with a DD Form 250 prior to shipment for use in effecting shipments. The DD Form 250 shall contain shipping and marking instructions, except for that shipping information to be obtained and entered by the assembly contractor. The assembly contractor shall be required to print copies of the completed DD Form 250 sufficient for shipping and distribution requirements and invoicing purposes.

(End of Clause)

**SECTION E****52.246-9019 Material and Inspection Report (APR 2008) – DLAD**

(a) The Contractor shall create a Receiving Report in Wide Area Workflow Receipt and Acceptance (WAWF-RA), which serves as the Material Inspection and Receiving Report (MIRR) (DD Form 250). Once the Receiving Report is created and the Government has accepted the material, an electronic signature of the Government representative responsible for acceptance will appear on the Receiving Report.

(b) In addition to the Receiving Report via WAWF-RA, the Contractor shall include hard copies of the Receiving Report (which includes an electronic signature of the Government representative responsible for acceptance if acceptance is at origin) in the exterior and interior shipping documentation.

(End of Clause)

**SECTION F****DELIVERIES OR PERFORMANCE****52.211-16 -- Variation in Quantity (Apr 1984) FAR**

(b) The permissible variation shall be limited to:

\_\_\_ .5% \_\_\_ Percent increase    \_\_\_ 0% \_\_\_ Percent decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e 0001AA. The variation (if any) shall be shipped with quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

(End of Clause)

**52.211-9020 Time of Delivery – Accelerated Delivery (JUN 2008) DLAD**

Unless otherwise authorized in the award, accelerated delivery is acceptable only if there is no additional cost or obligation to the Government for accelerated delivery.

(End of Clause)

**NOTICE: The following clauses are incorporated by reference:**

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

**52.242-15 -- Stop-Work Order (Aug. 1989) FAR**

**52.247-34 -- F.O.B. Destination (Nov 1991) FAR**

**52.247-9029 Shipping Instructions (APR 2008) – DLAD**



## SECTION G

### CONTRACT ADMINISTRATION DATA

#### **G-1 Contract Administration**

Contract administration will be performed by the cognizant DCMA office listed in block 6 of form SF26 or other contract document used at the time of award of any resultant contract(s).

#### **G-2 Correspondence**

Except as indicated elsewhere in this solicitation, all pertinent correspondence relative to this contract shall be directed to the office cited above. The contractor's request for acceptance of nonconforming supplies should be submitted to the assigned Quality Assurance Representative (QAR), i.e. U.S. Army Veterinary Inspector (AVI) USDA Inspector or DCAS QAR as applicable. The QAR should forward your request directly to the Contracting Office with an information copy to the Administrative Contracting Officer (ACO). A copy of correspondence notifying the contractor of acceptance/rejection of waiver/deviation requests will be furnished to the ACO by the Contracting Officer.

#### **G-3 Invoices**

See clauses 252-232-7003, "Electronic Submission Of Payment Requests And Receiving Reports (MAR 2008) DFARS", and 252.246-7000, "Material Inspection And Receiving Report (MAR 2008) – DFARS", for additional information regarding invoicing for payment.

#### **G-4 Wide Area Workflow**

Any references to form DD250 contained in this solicitation are considered to be the same as the requirements to post receipts and acceptances in Wide Area Workflow (WAWF). WAWF is the Department of Defense's (DoD's) enterprise system for submission of vendor invoices and receiving reports. See Section E for information regarding the requirements of WAWF. Also additional information on WAWF may be found at: <https://wawf.eb.mil>

Other websites for DFAS E-invoice payment information:

[http://www.defenselink.mil/dfas/money/vendor/Cust\\_Phone\\_Numbers.htm](http://www.defenselink.mil/dfas/money/vendor/Cust_Phone_Numbers.htm)

OR

<https://myinvoice.csd.disa.mil>

#### **G-5 Manufacturing Directive Numbers**

Manufacturing Directive Numbers (MDN) will be assigned to any contract(s) awarded off of this solicitation and included on any resultant delivery orders issued against the contract(s). MDN's will be used by all contractors to identify all Government Furnished Material (GFM) transactions. MRE component items are considered to be GFM.

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### **52.211-9046 FDA COMPLIANCE (APR 2008) - DLAD**

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

#### **52.246-9044 SANITARY CONDITIONS (AUG 2008) - DLAD**

##### (a) Food Establishments.

(1) All establishments and distributors furnishing subsistence items under DSCP contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting 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 U.S. Army Veterinary Command (VETCOM) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>) Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the Worldwide Directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the Worldwide Directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS) (available at:

[http://www.fsis.usda.gov/Regulations/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp) ). The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of Meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. 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 inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published electronically by the USDA, Agriculture Marketing Service (AMS) (available at: <http://www.ams.usda.gov/POULTRY/Grading.htm> ).

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "Meat, Poultry and Egg Product Inspection Directory" published electronically by the USDA FSIS (available at:

[http://www.fsis.usda.gov/Regulations\\_&Policies/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations_&Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp) ). 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 inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under "U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products" in the "USDC Participants List for Firms, Facilities, and Products", published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: [seafood.nmfs.noaa.gov](http://seafood.nmfs.noaa.gov) ). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: <http://www.cfsan.fda.gov/~ear/ims-toc.html> ). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade 'A' Pasteurized Milk Ordinance"

(PMO) published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/pmo03toc.html> ).

## SECTION H

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm> ) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/shellfis.html> ).

(3). Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/> .) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading “Distributed By”, “Manufactured For”, 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 Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, 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 tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. 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, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product ‘unfit for intended purpose’, supplies tendered for acceptance may be rejected without further inspection.

(End of Clause)

## SECTION H

### **52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT (AUG 2008) – DLAD**

(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 promulgated there under. 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 promulgated there under 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 government reserves the right to give notice of breach of this warranty at any time within this six-month 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 the government determines 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 or regulations promulgated there under, 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 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.

(End of Clause)

### **52.246-9049 STORAGE OF SEMIPERISHABLE COMPONENTS FOR MEAL, READY-TO-EAT (MRE) AND TRAY PACK (AUG 2008) – DLAD**

Components will be stored in such a manner as to protect them from damage due to temperature or humidity changes. Forced ventilation will be provided where it becomes necessary to protect stored components from high temperature or humidity. Candy components (excluding Type V, Class 1, high unfilled candies) and vacuum packaged cookies and brownies shall be stored in the following manner prior to assembly:

## SECTION H

(1) If held in storage more than one but less than four months prior to assembly, they shall not be stored at a temperature higher than 60 degrees F.

(2) If held in storage five to six months prior to assembly, they shall not be stored at a temperature higher than 55 degrees F.

(3) If held in storage greater than six months prior to assembly, special temperature requirements will be established on a case-by-case basis; contractor will contact the contracting officer 60 days in advance to establish these requirements.

(4) If removed from storage in a frozen condition, they shall not be exposed to high temperatures and/or humidity without first being held for approximately 24 hours at approximately 70 degrees F. and 55% humidity.

(5) Contractor shall comply with provisions of the integrated pest management (IPM) programs requirements for operation rations. Contractor shall be solely responsible for the proper care and storage of GFM. DSCP may be contacted for assistance concerning individual component storage problems or concerns regarding proper method.

(6) Notwithstanding other requirements concerning stacking of pallets of GFM, pallets will be stacked one high unless the contractor determines the cases will withstand higher stacking without damaging GFM.

(End of Clause)

### **52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (APR 2008) DLAD**

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

(b) Unless otherwise authorized by the contracting officer, the contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage contractor's account at origin or destination. (For product rejected at destination and returned to the contractor's plant, the 72 hour period starts with the time of contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the contractor must notify the Government inspector.

(End of Clause)

## SECTION H

### **52.246-9047 ENTRY INTO PLANT BY GOVERNMENT EMPLOYEES FOR MEAL, READY-TO-EAT (MRE) AND TRAY PACK ITEMS (AUG 2008) – DLAD**

The contracting officer or any government personnel designated by him shall be permitted entry into contractor's and subcontractor's plants during performance of manufacturing and assembly operations. Except for inspection service, the contracting officer shall give prior notice of the purpose of the meetings, and shall furnish dates of the visit.

(End of Clause)

### **Force Protection**

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

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

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

The awardee shall submit a security plan prior to the start of production under any resultant contract to describe what steps their firm has taken to prevent product tampering and contamination. The awardee will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. Firms should include specific security measures relating to but not limited to the following areas:

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

**SECTION I****CONTRACT CLAUSES**

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

- 52.202-1 -- Definitions (July 2004) FAR
- 52.203-3 -- Gratuities (Apr 1984) FAR
- 52.203-5 -- Covenant Against Contingent Fees (Apr 1984) FAR
- 52.203-6 -- Restrictions on Subcontractor Sales to the Government (SEP 2006) FAR
- 52.203-7-- Anti-Kickback Procedures (JUL 1995) FAR
- 52-203-8 -- Cancellation, Rescission, Recovery of Funds For Illegal or Improper Activity (JAN 1997) FAR
- 52.203-10 -- Price or Fee Adjustment for Illegal or Illegal or Improper Activity (JAN 1997) FAR
- 52.203-14 -- Display Of Hotline Poster(s) (DEC 2007) FAR
- 52.203-12 -- Limitation on Payments to Influence Certain Federal Transactions (SEP 2007) FAR
- 52.203-13 -- Contractor Code Of Business Ethics And Conduct (APR 2010) FAR
- 52.204-4 -- Printed or Copied Double-Sided On Recycled Paper (AUG 2000) FAR
- 52.204-7 -- Central Contractor Registration (Apr 2008) FAR
- 252.203-7001 -- Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies (DEC 2008) DFARS
- 252.203-7000 -- Requirements Relating To Compensation Of Former DOD Officials (Jan 2009) DFARS
- 252.203-7002 -- Requirement To Inform Employees Of Whistleblower Rights (JAN2009) DFARS
- 252.204-7003 -- Control Of Government Personnel Work Product (APR 1992) DFARS
- 52.209-6 -- Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed For Debarment (SEP 2006) FAR
- 252.209-7004 -- Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006) DFARS
- 252.205-7000 -- Provision Of Information To Cooperative Agreement Holders (DEC 1991) DFARS



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

52.211-5 -- Material Requirements (AUG 2000) FAR

52.211-9004 -- Priority Rating For Various Long Term contracts (MAR 2000) DLAD

52.211-9014 -- Contractor Retention Of Traceability Documentation (OCT 2008) DLAD

52.214-9008 -- Rounding Off Of Offer And Award Prices (AUG 2008) DLAD

52.215-2 -- Audit And Records Negotiation (MAR 2009) FAR

52.215-8 -- Order Of Precedence – Uniform Contract Format (OCT 1997) FAR

52.215-14 – Integrity Of Unit Prices (OCT 1997) FAR

52.215-9013 – Production Facility Changes (MAR 2008) DLAD

52.215-9018 – Authorized Limitations (APR 2008) DLAD

52.219-9 – Small Business Subcontracting Plan (APR 2008) FAR  
ALT. II (OCT 2001)

52.219-16 -- Liquidated Damages -- Subcontracting Plan (JAN 1999) FAR

52.219-28 – Post Award Small Business Program Representation (APR 2009) FAR

52.219-9003 -- DLA Mentoring Business Agreements (MBA) Performance (DEC 1997) DLAD

52.219-9004 -- Small Business Program Representations (JUL 1999) - DLAD

**SECTION I****52.216-18 Ordering (OCT 1995)**

(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 date of award through 365 days thereafter.

(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)

**52.216-19 Order Limitations (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 Pallet, 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 a single item in excess of 150% of the estimated quantity *of that single line item*;

(2) Any order for a combination of items in excess of 150% of the estimated quantity of the combination of those line items.

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 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.

(End of Clause)

**52.216-22 Indefinite Quantity (OCT 1995)**

(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

**SECTION I**

“maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract 180 days after contract expiration.

(End of Clause)

**52.216-27 Single or Multiple Awards FAR (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 Clause)

**52.217-9001 Option To Extend The Term Of The Contract - Separate Firm Fixed Price & Fixed Price With Economic Price Adjustment Portions (JULY 1996) DLAD**

(a) The Government may extend the term of this contract by written notice to the contractor no later than  2  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  60  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 provision. Each exercise of this option, if any, will extend the term of this contract by [number of months, weeks, etc]. The total duration of this contract, including the exercise of any options under this clause, shall not exceed [number of months, weeks, etc].

(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 specific material subject to the EPA, at the dollar value per unit in the award, modified by any adjustment under the EPA of this clause 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.

(End of Clause)

**NOTE: Clause 52.217-9001 applies to line items 0001 through 0006.**

## SECTION I

**52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 5 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

**NOTE: Clause 52.217-9 applies to line items 0007 through 0013.****52.219-4 -- Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Jul 2005) FAR**

- (a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) *Evaluation preference.*
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- Offer elects to waive the evaluation preference.
- (d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for:
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

## SECTION I

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

**52.219-8 —Utilization of Small Business Concerns (May 2004) (DEVIATION)**

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUB Zone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract--

"HUB Zone small business concern" means a small business concern that appears on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration.

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

(1) Means a small business concern—

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled 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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer, that it meets the criteria consistent with 13 CFR 124.1002—

(1) Not less than 51 percent of which is unconditionally and directly owned by one or more socially and economically disadvantaged individuals who are citizens of the United States, the management

## SECTION I

and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals; and

(2) Where the concern is owned by one or more individuals, and each individual represents that their net worth does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).

“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) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUB Zone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

#### 52.219-9 -- Small Business Subcontracting Plan (FEB 2009) (DEVIATION)

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

## SECTION I

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC’s or the Indian tribe’s written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

## SECTION I

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) Total dollars planned to be subcontracted to HUB Zone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
- (i) Small business concerns,
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUB Zone small business concerns;
  - (v) Small disadvantaged business concerns, and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUB Zone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUB Zone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
- (i) Small business concerns (including ANC and Indian tribes);
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUB Zone small business concerns;
  - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.



## SECTION I

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with the paragraph (1) of this clause. Submit the Summary Subcontract Report (SSR) in accordance with the paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUB Zone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294; in accordance with the paragraph (1) of this clause. Ensure that subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (1) of this clause, using eSRS.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating

--

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUB Zone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

## SECTION I

- (C) Conferences and trade fairs to locate small, HUB Zone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through --
  - (A) Workshops, seminars, training, etc., and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
  - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUB Zone small business concern is identified as a certified HUB Zone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
  - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUB Zone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --
  - (1) The master plan has been approved;
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A

## SECTION I

contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit a SF 294. The Contractor shall submit SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports.

(1) SF294. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. In the case of a subcontract with a subcontracting plan, submit the report to the entity that awarded the subcontract.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's

**SECTION I**

contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

*Alternate II (Oct 2001).* As prescribed in 19.708(b)(1), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

## SECTION I

**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 protege(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 protege 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.

(End of clause)

**52.222-54 -- Employment Eligibility Verification (JAN 2009) FAR**

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

## SECTION I

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(3) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

**SECTION I**

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of Clause)

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

52.222-1 – Notice To The Government Of Labor Disputes (FEB 1997) FAR

52.222-19 – Child Labor-Cooperation With Authorities and Remedies (August 2009) FAR

52.222-20 – Walsh-Healey Public Contracts Act (DEC 1996) FAR

52.222-21 – Prohibition Of Segregated Facilities (FEB 1999) FAR

52.222-26 – Equal Opportunity (March 2007) FAR

52.222-35 – Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006) FAR

52.222-36 – Affirmative Action For Workers With Disabilities (JUN 1998) FAR

52.222-37 – Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And

**SECTION I**

52.222-50 – Combating Trafficking In Persons (Feb 2009) FAR

52.223-6 -- Drug Free Workplace (May 2001) FAR

52.225-13 -- Restrictions On Certain Foreign Purchases (JUN 2008) FAR

252.225-7001 -- Buy American Act And Balance Of Payments Program (JAN 2009) DFARS

252.225-7002 – Qualifying Country Sources As Subcontractors (APR 2003) DFARS

252.225-7005 – Identification Of Expenditures In The United States (JUN 2005) DFARS

\*\*\*\*

**252.225-7002 – Qualifying Country Sources As Subcontractors (APR 2003) DFARS**

(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.
- (3) "Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia  
Austria  
Belgium  
Canada  
Denmark  
Egypt  
Finland  
France  
Germany  
Greece  
Israel  
Italy  
Luxembourg  
Netherlands  
Norway  
Portugal  
Spain  
Sweden  
Switzerland  
Turkey  
United Kingdom of Great Britain and Northern Ireland.



**SECTION I**

- (4) "United States" means the 50 States, the District of Columbia, and outlying areas.
- (5) "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) 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:
- (1) Food.
  - (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.
  - (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).
  - (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 incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, 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 waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
  - (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
  - (5) To chemical warfare protective clothing produced in a qualifying country; or
  - (6) 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—
    - (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

**SECTION I**

- (D) Parachutes (Federal Supply Class 1670); or
- (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
- (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—
- (i) Shall be taken from the sea by U.S.-flag vessels; or
- (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
- (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.
- (End of clause)

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

252.225-7009 -- Restriction On Acquisition Of Certain Articles Containing Specialty Metals  
(JUL 2009) DFARS

252.226-7001 – Utilization Of Indian Organizations, Indian-Owned Economic Enterprises, Native  
Hawaiian Small Business Concerns (SEP 2004) DFARS

52.227-1 – Authorization And Consent (DEC 2007) FAR

52.227-2 – Notice and Assistance Regarding Patent And Copyright Infringement (DEC 2007) FAR

52.229-3 – Federal, State and Local Taxes (APR 2003) FAR

52.232-1 – Payments (APR 1984) FAR

52.232-8 – Discounts for Prompt Payment (FEB 2002) FAR

52.232-11 – Extras (APR 1984) FAR

52.232-17 – Interest (OCT 2008) FAR

52.232-23 – Assignment Of Claims (JAN 1986) FAR

52.232-25 – Prompt Payment (OCT 2008) FAR

52.232-33 – Payment By Electronic Funds Transfer – Central Contractor Registration (OCT 2003)  
FAR

252.232-7003 – Electronic Submission Of Payment Requests And Receiving Reports (MAR 2008)  
DFARS

252.232-7010 – Levies On Contract Payments (DEC 2006) DFARS

52.233-1 – Disputes (JUL 2002) FAR

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

- 52.233-3 – Protest After Award (AUG 1996) FAR
- 52.233-4 – Applicable Law For Breach Of Contract (OCT 2004) FAR
- 52.242-13 – Bankruptcy (JUL 1995) FAR
- 252.243-7001 – Pricing Of Contract Modifications (DEC 1991) DFARS
- 252.243-7002 – Requests For Equitable Adjustment (MAR 1998) DFARS
- 52.244-5 -- Competition In Subcontracting (DEC 1996) FAR
- 52.244-6 – Subcontracts For Commercial Items (JUN 2010) FAR
- 252.244-7000 – Subcontracts For Commercial Items And Commercial Components (DOD Contracts)  
(AUG 2009) DFARS
- 52.245-9025 Contractor Control Of Government-Furnished Property (GFP) (JUL 2008) DLAD
- 52.246-23 – Limitation Of Liability (FEB 1997) FAR
- 252.246-7003 – Notification Of Potential Safety Issues (JAN 2007) DFARS
- 52.246-9054 – Warranty – Acceptance Of Supplies (SEP 2008) DLAD
- 52.248-1 – Value Engineering (FEB 2000) FAR
- 52.249-2 – Termination For Convenience Of The Government (Fixed-Price) (May 2004) FAR
- 52.249-8 -- Default (Fixed-Price Supply And Service) (APR 1984) FAR
- 52.253-1 – Computer Generated Forms (JAN 1991) FAR

**NOTE: Fill in is required on the clause below if the offeror does not agree to use Alternate Disputes Resolution (ADR).**

- 52.233-9001 – Disputes: Agreement To Use Alternative Dispute Resolution (JUN 2001) DLAD**  
(c) If you wish to opt out of this clause, check here.  
( ) (Vendor fill-in)

**SECTION I****52.249-9000 – Administrative Costs Of Repurchase 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 \$1155.00 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)

**52.252-2 -- Clauses Incorporated by Reference (Feb 1998) FAR**

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

FAR: <http://acquisition.gov/comp/far/loadmainre.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.html>

(End of Clause)

**52.252-6 -- Authorized Deviations in Clauses (Apr 1984) FAR**

(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 Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

## LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

All documents, CID's, PCR's and special technical and/or quality requirements cited elsewhere in this solicitation or not already presented in full text may be may be obtained by accessing the DSCP Subsistence Directorate website at:

<http://www.dscp.dla.mil/subs/support/quality/index.asp>

## SECTION K

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****52.204-8 -- Annual Representations and Certifications (FEB2009) FAR**

- (a) (1) The North American Industry classification System (NAICS) code for this acquisition is: see NAICS schedule in Section B.
- (2) The small business size standard is 500.
- (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) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

## SECTION K

- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification.
- (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

**SECTION K**

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

- (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- (iii) 52.219-22, Small Disadvantaged Business Status.
  - (A) Basic.
  - (B) Alternate I.
- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
  - (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
  - (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
  - (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  - (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
  - (ix) 52.227-6, Royalty Information.
    - (A) Basic.
    - (B) Alternate I.
  - (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)



**SECTION K**

**252.204-7007 Alternate A, Annual Representations and Certifications (MAY 2010) DFARS**

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**52.207-4 -- Economic Purchase Quantity – Supplies (Aug. 1987) FAR**

(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**

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

**SECTION K**

(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)

**52.209-2 -- Prohibition on Contracting with Inverted Domestic Corporations—  
Representation (Jul 2009) FAR**

(a) *Definition.* "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

**52.225-18 – Place of Manufacture (Sep 2006) FAR**

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

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

## SECTION K

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2)  Outside the United States.

(End of provision)

**52.225-20 – Prohibition on Conducting Restricted Business Operations in Sudan—  
Certification (Aug 2009) FAR**

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization ;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

## SECTION K

**52.219-28 – Post-Award Small Business Program Rerepresentation. (Apr 2009) FAR**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*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 (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor’s current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

## SECTION K

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [*Contractor to sign and date and insert authorized signer's name and title*].

(End of clause)

**SECTION L****INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L-1 Solicitation Clauses and Provisions**

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

52.214-34 – Submission Of Offers In The English Language (APR 1991) FAR

52.214-35 – Submission Of Offers In U. S. Currency (APR 1991) FAR

52.215-1 – Instructions To Offerors – Competitive Acquisition (JAN 2004)

52.215-5 – Facsimile Proposals (OCT 1997) FAR

52.233-9000 – Agency Protests (SEP 1999) DLAD

.....

**52.211-2 -- Availability of Specifications, Standards, and Data Item Descriptions Listed  
In The Acquisition Streamlining and Standardization Information System  
(ASSIST) (Jan 2006) FAR**

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST ( <http://assist.daps.dla.mil/>;
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/> )
- (3) ASSISTdocs.com ( <http://assistdocs.com> ).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (1) Using the ASSIST Shopping Wizard ( <http://assist.daps.dla.mil/wizard> );
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA. 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

**NOTE: It is recommended that all offerors check the Subsistence Directorate / Operational Rations Division website initially for any technical and/or quality spec's or plans cited this solicitation prior to searching the above references. The Subsistence website is as follows:**

<http://www.dsdp.dla.mil/subs/support/specs/procure.asp>

**SECTION L****52.215-9008 Facsimile Bids and Proposals (JUL 2005) – DLAD**

(a) Facsimile bids, proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will be considered only if authorized in the solicitation by FAR 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). Fax machines should be programmed to include the telephone number as the distant station ID. This information is required to assist in properly documenting receipt.

(b) DLA/DSCC Internet Bid Board System (DIBBS) and Internet Quoting System (IQS). DIBBS and IQS do not permit facsimile proposals. Facsimile proposals in response to DIBBS or IQS solicitations will be rejected and returned to the offeror.

(c) DSC Richmond. The telephone number of the receiving facsimile equipment is 804-279-4165. For bid/proposal security reasons facsimile equipment is not located in the place designated for receipt of offers. Regular interoffice pick-up of facsimile transmissions occurs daily at 10:30 a.m. and 1:30 p.m., Eastern time zone.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

**Alternate II**

(c) DSC Philadelphia. The telephone number of the receiving facsimile equipment is 215-737-9300/01.

(End of provision)

**52.216-1 -- Type of Contract (Apr 1984) FAR**

The Government contemplates award of a Firm Fixed / Economic Price Adjustment contract resulting from this solicitation.

(End of Provision)

**52.233-2 -- Service of Protest (Sep 2006) FAR**

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

DSCP-FTRC

Attn: Contracting Officer

700 Robbins Avenue

Philadelphia PA 19111-5092

(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****52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998) FAR**

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):

<http://www.dla.mil/j-3/j-336/icps.htm>

(End of Provision)

**52.252-5 – Authorized Deviations In Provisions (APR 1984) FAR**

(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 Defense Logistics Agency Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

**L-2 E-Mail Transmission Of Proposal Revisions**

E-mail transmissions of proposal *revisions* are acceptable if discussions are warranted and the offeror wishes to send a limited amount of information electronically. The amount of information permitted to be sent by e-mail will be determined by the Contracting Officer at the time discussions are warranted. If and when a proposal revision or revisions are requested, the date and time receipt of proposal revisions, if applicable, will be designated in that request.

E-mail transmissions shall meet the requirement found at FAR 15.208(b)(1):

(b)(1) Any proposal, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals is “late” and will not be considered unless it is received before award is made, the contracting officer determines that accepting the late proposal would not unduly delay the acquisition ; and—

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It was the only proposal received.



**SECTION L****L-3 Submission Of Offers**

DSCP will use Tradeoff Source Selection procedures for this acquisition. Offerors are required to submit a separate technical proposal in accordance with paragraph L-3 below. Information and any Product Demonstration Models (PDM's) must be received no later than the time set for closing of offers. It is critical to Source Selection that you address each of the informational requirements listed in paragraph L-4 to facilitate the government's review in conducting a proper, thorough and timely review of your proposal. The complete proposals should be specific; stating clearly how you will meet all of the requirements of the solicitation. Proposal will be evaluated to determine compliance with all characteristics listed for evaluation in Section M. Failure to furnish all of the required information and PDM's by the time specified in the solicitation may be cause for rejection of the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

Your proposal must be prepared in separate parts as follows:

Part	Title	# of copies
1	Completed solicitation	1
2	Technical Proposal/Surge CD's	5
3	Business Proposal (Prices)/CD's	5
3	Business Proposal (Prices)/Hard Copy	1

**L-4 Technical Proposals**

(a) The Technical Proposal Factors and Subfactors are as follows:

- 1.0 Product Quality Product Demonstration Models (PDM's)
- 2.0 Past Performance
  - 2.1. Quality History
  - 2.2. Delivery
  - 2.3. Socioeconomic Goals (Evaluation of Past Performance)
- 3.0 Surge & Sustainment
- 4.0 Food Defense / Force Protection
- 5.0 Socioeconomic Goals
- 6.0 DLA Mentoring Program
- 7.0 Ability One

**SECTION L**

Technical Evaluation Factors 1.0 through 7.0 are listed in descending order of importance; however technical factor 1.0 and factor 2.0, including subfactors, are significantly more important than factors 3.0 through 7.0. The subfactors under the Past Performance factor are also in descending order of importance, i.e. subfactor 2.1 is more important than subfactor 2.2. Factors 5.0, 6.0 and 7.0 are comparative in nature among the offerors as opposed to being ranked adjectively. Each evaluation factor will be evaluated separately and then an integrated assessment of the offeror will be performed.

(b) The following information is required for technical proposals:

**1.0 Product Quality Product Demonstration Models (PDM's):**

1. 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.
2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on a production line, which result in rejection of the product. Also major changes in production methodology or packaging, such as implementation of new technology, may result in production that does not meet the production standard, which would require the submission and evaluation of new PDMs.
3. Characteristics for which the PDM's will be tested or evaluated are: Organoleptic qualities such as taste, color, texture, appearance and overall quality and specification/production descriptions cited in 5 below. The PDM rating for a specific component item 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.
4. 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.

## SECTION L

5. PDMs must conform to all specification/production description characteristics. Failure of models to conform to the specification may result in rejection of offer. Product offered 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.

6. The contractor must have a good or better rating for all items prior to the start of production. Offerors are afforded the opportunity to submit an initial PDM for evaluation. Initial PDM samples will be evaluated by Natick and will be rated as Excellent, Good, Fair, or Poor. If this initial PDM is not rated Good or better, a second PDM may be submitted if negotiations are conducted. If the evaluation of the second PDM submittal is less than Good, the offeror must submit additional PDM samples to obtain a Good rating. Submission of additional PDM samples, beyond this second submission, will not be used for evaluation for award.

*The final evaluation for this factor will be based on the highest rated PDM of the first or second submission, regardless of how many PDM samplings are submitted.*

7. PDMs shall be submitted as follows:

A total of 112 samples of each GFM item shall be submitted as stated below:

A total of 32 PDM's shall be sent to:

U.S. Army Research, Development, and Engineering Command  
NATICK Soldier Center  
Attn: AMSRD-NSC-CF-F (Jill St. Jean)  
15 Kansas Street  
Natick, MA 01760-5018

**NOTE:** The end or side of the box should have a sticker, or be printed on the box, with the following information:

Product Demonstration Model Sample  
Solicitation Number  
Product Identity  
Lot #  
Company Name and Address  
Point of Contact Name and Phone Number

**SECTION L**

A total of 70 samples of each individual component shall be sent to the cognizant in-plant Government inspector. In this instance, the offeror shall advise the Government inspector prior to production of the PDMs and shall obtain a signed statement from 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 this balance of PDM samples submitted to DSCP.

The remaining 10 samples each of the same product lot code as those submitted to Natick and the USDA government inspector, shall be mailed along with your technical proposal to the address indicated on block 6 at DSCP (attn. Paul Brown) on the first page of the solicitation.

Late submissions of PDM's may be the basis for rejection of the proposal.

**The PDM's required in this part of the solicitation which are submitted to Natick and DSCP must have certified analytical product results attached as part of your offer for this technical evaluation factor. The analyticals are to be certified by the USDA for current suppliers of these items and self-certified by other potential offerors. Failure to submit the required certified analyticals with your PDM's may result in your proposal not being considered for award.**

8. Every 12 months the Government Quality Assurance Representative (GQAR) will randomly select 32 replenishment samples for Natick and 70 replenishment samples for the government's supply at origin from a lot accepted by the government for all contractual requirements. The contractor will be responsible for shipment to Natick. This replenishment may occur earlier if necessary to ensure an adequate supply of PDM samples. The contractor will also use samples from this same lot as the production standard.

**2.0 Past Performance:**

Offerors may submit any information they want the Government to consider regarding their performance on these items or similar type item(s) during the period from March 31, 2009 through the last full month and/or 30 days prior to solicitation closing, to include Quality and Delivery History as well as Socioeconomic Achievements. Past Socioeconomic Achievements for the latest calendar year to date should be submitted. Offerors may describe their experience since that time in providing the same or similar items and quantities as offered. Offerors are requested to submit any information about any unfavorable instances of past performance that occurred since March 31, 2009 through the last full month and/or 30 days prior to solicitation closing and the corrective actions taken to preclude any such recurrences. Offerors should submit information regarding their socioeconomic accomplishments as part of their past performance information.

**SECTION L**

The Government will consider all relevant facts and circumstances, and therefore encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred since March 31, 2009 through the last full month and/or 30 days prior to solicitation closing. More recent trends in contractor performance/delivery will be given more weight since they are deemed more indicative of the offeror's future performance. That is more recent aspects of performance – if they seem to be more than isolated instances – may be viewed as more significant than less recent aspects of performance. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, woman owned small business, small business HUBZone, veteran owned small business, service disabled veteran owned small business, or ABILITY ONE workshop will be part of the past performance evaluation.

**3.0 Surge and Sustainment****52.217-9007 Surge and Sustainment (S&S) Instructions to Offerors (Jun 2009) - DLAD (Tailored)**

**NOTE:** Though this clause is identified by a DLAD number and title, the clause has been tailored specifically for Rations-type acquisitions in accordance with DLAD 17.9304.

The offeror must provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a Validation/Test Plan.

Capability Assessment Plan (CAP): Offeror must submit a CAP that describes the method and capability to meet the surge requirements identified in the Schedule of this solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and all information required in Section L of the solicitation. Offeror must complete and print the CAP or questionnaire summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part of the offer.

(End of Clause)

## SECTION L

**Surge Spreadsheet for Spread Rations Component Items**

Please annotate the maximum Surge quantity you can provide for each MRE component item for the listed time frames of the attached spreadsheet below. The proposed Surge quantities should be based on the offeror's maximum capacity for each item in schedule B in accordance with the timelines cited below from 15 to 180 days. This information should be in Excel spreadsheet format and submitted on a CD submitted with each of the offeror's technical proposals by the closing date of the solicitation in accordance with the requirements in cited in L-4.

C+15, etc... means the quantity you can provide within 15, etc... days of the beginning of a surge event.

C+15 C+30 C+60 C+90 C120 C150 C180 TOTAL

**NSN: 8940-00-149-1059**

**Cheese Spread, Cheddar, Plain, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag, Type I, PCR-C-039, Change 03, 25 September 2009**

**NSN: 8940-01-414-6122**

**Cheese Spread, Cheddar, with Jalapeno Peppers, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag, Type II, PCR-C-039, Change 03, 25 September 2009**

**NSN: 8940-01-502-5688**

**Cheese Spread, Cheddar, with Bacon, Fortified, Packaged in a Flexible Pouch, Shelf Stable, 1.5 oz. bag, Type III, PCR-C-039, Change 03, 25 September 2009**

**NSN: 8930-01-555-4596**

**Peanut Butter and Peanut Spread, Smooth, Stabilized, Fortified, Plain, 1 oz flexibly packaged, Style I, Class A, Grade A, Texture 1, Type a, Fortification b, Flavor 1, Package C, CID A-A-20328A, 29 August 2006, Pkg. & QAP A-A-20328A, Change 01, 27 July 2007**

**NSN: 8930-01-527-8226**

**Peanut Butter and Peanut Spread, Smooth, Stabilized, Fortified, Chocolate, 1.5 oz, flex pg, Style II, Class A, Texture I, Type a, Fortification b, Package C, Flavor 2, CID A-A-20328A, 29 August 2006, Pkg. & QAP A-A-20328A, Change 01, 27 July 2007**

## SECTION L

C+15 C+30 C+60 C+90 C120 C150 C180 TOTAL

**NSN: 8930-01-555-4604**

**Peanut Butter and Peanut Spread, Chunky/Crunchy,**  
1 oz, flex pg, stabilized, fortified, Style 1, Class A,  
Texture 3, Type a, Fortification b, Package C, CID A-A-  
20328A, 29 August 2006, Pkg. & QAP A-A-20328A,  
Change 01, 27 July 2007

**NSN: 8930-01-426-4749**

**Preserves (or Jams), Fruit, Blackberry,** 1 oz, Type I,  
Group I, Flavor A, Style 1, CID A-A-20079C, 08 July  
2009, Pkg. & QAP A-A-20079C, 25 September 2009

**NSN: 8930-01-426-4752**

**Preserves (or Jams), Fruit, Strawberry,** 1 oz, Type I,  
Group I, Flavor Q, Style 1, CID A-A-20079C, 08 July  
2 009, Pkg. & QAP A-A-20079C, 25 September 2009

**NSN: 8930-00-149-1056**

**Jelly, Fruit, Apple,** 1 oz, Type I, Style 1, Kind A, CID  
-A-A-20078C, 08 July 2009, Pkg. & QAP A-A-20078C,  
25 September 2009

**NSN: 8930-00-149-1058**

**Jelly, Fruit, Grape.** 1 oz, Type I, Style 1, Kind L, CID-  
A-A-20078C, 08 July 2009, Pkg. & QAP A-A-20078C,  
25 September 2009

**NSN: 8950-01-527-8387**

**Mayonnaise, Fat Free,** Style C, 1.0 oz pkt, flex pg,  
Type I, CID A-A-20140D, June 2008, Pkg. & QAP  
A-A-20140B, Change 02, 20 July 2007

**NSN: 8950-01-487-1628**

**Barbecue Sauce, Plain,** w/o added fruit purees, 1 oz pg,  
Flavor 1, Type B, CID A-A-20335A, May 2007, Pkg. &  
QAP A-A-20335A, Change 04, 04 August 2006

**NSN: 8925-01-578-9094**

**Syrup, Table, Imitation Maple,** Min 28 gm flex pg,  
Type IV, Style 1, Flavor A, package C (for MRE) CID  
A-A-20124D, April 2008, Pkg. & QAP A-A-20124D,  
14 September 2009

**SECTION L****4.0 Food Defense (Force Protection)**

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

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take all necessary actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism. The contractor will insure that products and/or packaging have not been tampered with or contaminated throughout the manufacturing, storage, and delivery process. If a breach of security or suspicious activity does occur, timely notification and cooperation with local/state/federal authorities and public health and/other local officials as appropriate is crucial. In addition to alerting the aforementioned officials, DSCP requires that, in addition to other reporting, product contamination/adulteration or that presents any other health or safety hazard to DSCP customers whether accidental or intentional be immediately reported to the applicable Contracting Officer so that immediate action be taken by DSCP under the DoD Hazardous Food and Nonprescription Drug Recall Reporting Program.

Accordingly, the offeror shall submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DSCP Food Defense Checklist. An electronic copy of the DSCP Food Defense Checklist is available at <http://www.dscp.dla.mil/subs/support/quality/index.asp> or [http://www.dscp.dla.mil/subs/fs\\_check.pdf](http://www.dscp.dla.mil/subs/fs_check.pdf)

**NOTE:** The offeror's Food Defense proposal shall be part of any contract awarded. The contractor's Food Defense Plan (Plan) may be audited by the AVI or the DSCP Quality Audit Team. Failure to comply with the provisions of the Plan will be considered a deficiency(s), and the contractor will be required to take corrective action. Failure to take corrective action, or repetitive or recurring deficiencies will be considered a failure by the contractor to comply with the terms and conditions of the contract.

If a Food Defense Plan including Food Defense Plans Covered in the QSP (Quality Systems Plan) was previously submitted to DSCP, identify the office, name of the person the plan was submitted to, date of submittal and rating assigned. The following information may be covered in the Food Defense Plan or under other pertinent areas of the QSP, if a QSP is required for the facility. If some of the food defense information is covered in the QSP (e.g., receipt inspection, storage, warehousing, training, traceability, mock recalls, etc.), cross-reference the applicable Section/Area of the QSP. If the plan is submitted with the QSP, a rating (separate from the QSP) of acceptable, marginally acceptable, or unacceptable will be assigned to the Food Defense/ Security/Force Protection Plan.



**SECTION L**

**NOTE:** The rating of the offeror's Food defense Plan will be affected for not responding to a question with a YES, No, N/A or for not providing the information requested (e.g., establishment registration information).

The Offeror's Food Defense submittal will be evaluated, and assigned a rating of Acceptable, Marginally Acceptable or Unacceptable. In no event will an award be made without a Food Defense Plan that is considered acceptable to prevent product tampering and other security issues. The offeror's Food Defense proposal shall be part of any contract awarded.

**5.0 Socioeconomic Goals:**

Offeror for Socioeconomic goals will be evaluated on a competitive basis (i.e. the offerors will be compared to each other rather than an abstract standard). The Government will evaluate the offeror's Socioeconomic plan to ensure that to the maximum extent practicable, Small Business (SB), Woman Owned Small Business (WOSB) and Small Disadvantaged Business (SDB), HUBZone Small Business (HZSB), Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) workshop concerns are used as both suppliers and subcontractors. Their proposal is rated in comparison to the other proposals received. Specifically, the Government will evaluate the percentage of dollars subcontracted to SB, WOSB, SDB and Service Disabled Veteran Owned Small Business (SDVOSB) concerns are firms, including personnel designated for handling this part of the contract. An offeror who is a SB, SDB, WOSB, HZSB, VOSB, and SDVOSB will receive additional credit, for evaluation purposes, by adding its non-subcontracting dollars to its subcontracting dollars. In addition, evaluation of Socioeconomic Proposals are based on the following clause:

**52.215-9002 Socioeconomic Proposal (NOV 2009) – DLAD**

In addition to any subcontracting plan required by the clause 52.219-9:

- (a) Provide a description of the efforts your company will make to assure that small, small disadvantaged, women-owned, *HUBZone*, *Veteran-owned*, and *Service-Disabled Veteran-Owned Small Business (SDVOSB)* 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, women-owned, *HUBZone*, *Veteran-owned*, and *SDVOSB* small business concerns. Include specific names of subcontractors to the extent they are known.
- (b) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged, women-owned, *HUBZone*, *Veteran-owned*, and *SDVOSB* small business concerns during the contract period.
- (c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged, women-owned, *HUBZone*, *Veteran-owned*, and *SDVOSB* small businesses.

## SECTION L

(d) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged, women-owned, *HUBZone*, *Veteran-owned*, and *SDVOSB* 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)

**NOTE:** In the rating of socio-economic plan a small business concern will receive additional credit for evaluation purposes for manufacturing or assembly work that it performs in-house, as if that work had been subcontracted to another small business.

In addition, provide the above information for the following categories as well: HUBZone Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, and Ability One.

The offeror may be required to cooperate in studies or surveys in order to allow the Government to determine the extent of compliance with subcontracting opportunities you have identified for this acquisition.

When subcontracting with SB, WOSB, SDB, HZSB, SDVOSB, VOSB, and ABILITY ONE concerns, their participation can bridge the entire scope of the contract, such as, but not limited to: sourcing the product, distribution/delivery, maintenance, or supplying the prime contractor with any EDI/Electronic commerce system.

The format to be used to describe the proposed extent of SB, WOSB, SDB, HZSB, SDVOSB, VOSB, and ABILITY ONE concern participation in the performance of the contract at the contractor and subcontractor (including suppliers) level is as follows:

	DOLLARS		PERCENT OF SUBCONTRACT
DOLLARS			
Total Contract Price	\$		
Total to be Subcontracted	\$		
To Large Business	\$	%	
To Small Business	\$	%	
To Small Disadvantaged	\$		%
To Women-Owned Small Bus.	\$		%
To HUB-Zone S/B	\$		%
Veteran Owned S/B	\$		%
Service Disabled Veteran Owned S/B	\$		%
To Other Small Business	\$		%
To ABILITY ONE Concerns	\$		%

**SECTION L****6.0 DLA Mentoring**

Instructions for submitting a DLA Mentoring proposal are included in the DLAD clauses below.

**52.219-9002 DLA Mentoring Business Agreements (MBA) Program (December 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 protégé, 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 protégé 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 protégé 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.

(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 protégé 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)

Additional requirements: In addition, provide the above information for the following categories: Hub-Zone Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and ABILITY ONE.

The submitted plan should consist of one or more agreements between the prime contractor and a small business, small disadvantaged business, women-owned small business concern or small business HUBZone, veteran owned small business, service disabled veteran owned small business or ABILITY ONE workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth which is measurable and meaningful.

**SECTION L****a. Participants**

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

(a) Name, Address, and Plant Location for contract holder and potential Small Business, Small Disadvantaged Business, or Women-Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, Hub Zone Small Business, or ABILITY ONE participant(s).

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

(c) The number of people employed by the Small Business, Small Disadvantaged Business, or Women-Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, Hub Zone Small Business, or ABILITY ONE. If the firm is in the service sector, its annual average gross revenue for the last three fiscal years.

**b. Agreement Type**

Provide copies of agreements in place or describe the type of agreement executed by the contract holder and the Small Business, Small Disadvantaged Business, or Women-Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, Hub Zone Small Business, or ABILITY ONE entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans which identify new business ventures rather than expansion of existing agreements are preferred.

DLA MBA agreements shall specifically identify the areas of developmental assistance (i.e., management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan; i.e., whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other Government and commercial customers.

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

**c. Measurements and Reporting**

(1) Provide a chart indicating the milestones for program implementation.

(2) Discuss and describe the measurements/yardsticks that will be utilized to determine if program objectives and goals have been met. Give projections of anticipated measurable progress which successful program activities should produce in the following areas:

(a) An increase in the dollar value of subcontracts awarded to Small Business, Small Disadvantaged Business, Women Owned Small Business concerns, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, Hub Zone Small Business and ABILITY ONE workshops under DLA contracts.

(b) An improvement in the level of participation in DoD, other federal agencies, and commercial contracting opportunities.

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

(End of Provision)

**SECTION L**

**NOTE:** Offeror will be evaluated on a competitive basis (i.e. the offerors will be compared to each other rather than an abstract standard). In addition, we will also evaluate the offeror's mentoring of the protégé's increasing commercial business. The quality and results are more important than the number of agreements.

**7.0 Ability One:**

Ranking: Ability One Goals will be comparatively ranked with other proposals received in accordance with the following DLAD provisions.

**52.215-9004 ABILITYONE, ( FORMERLY CALLED JAVITS-WAGNER-O'DAY ACT ("JWOD")) ENTITY PROPOSAL. (DEC 1997) - DLAD**

(a) Provide a description of the efforts your company will make to assure that "Ability One", ( formerly called 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 "ABILITYONE" 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 "ABILITYONE" 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.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to "ABILITYONE" 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 "ABILITYONE" entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of "ABILITYONE" 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)

**52.215-9006 ABILITYONE, ( FORMERLY CALLED JAVITS-WAGNER-O'DAY ACT ("JWOD")) 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 "ABILITYONE" 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.

(End of clause)

**L-5 Business Proposals**

The business proposal must include one hard copy and 5 copies of CD's that contain the required pricing spreadsheets as described in Section B of this solicitation. The offeror's pricing spreadsheets shall be in the correct format for the base and four option years and should reflect EPA pricing on the three Cheese and three Peanut Butter items.

**SECTION M****EVALUATION FACTORS FOR AWARD****M-1 Overview****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 decision is made to hold discussions, the Contracting Officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. 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 proposal 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, including a Product Demonstration Model(s) 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 this 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.

3. **Selection:** The final technical and business evaluation reports will be furnished to the Contracting Officer. The Contracting Officer will prepare a written source evaluation report to the Source Selection Authority. The Source Selection Authority will make the source selection decision. The responsible offeror whose proposal is most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors established in Section M-2, will be selected for award.

**SECTION M****M-2 Evaluation Factors for Award (Evaluation Criteria):**

**NOTE:** *A proposal must meet all of the general criteria of each factor or subfactor in the applicable rating category cited below to be considered Excellent overall and meet at least the first three general criterion to be considered Good overall. A proposal must meet the first two general criteria cited and one of the remaining criteria to be considered Fair overall. A proposal will only meet one or none of the criteria to be considered Poor.*

A. The Government will use best value continuum procedures, specifically the tradeoff process, in evaluating proposals. The Government will make award to the responsible offeror whose offer conforms to the requirements of the solicitation and is 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 proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

The technical Evaluation Factors and Subfactors are as follows:

- 1.0 Product Demonstration Models (PDMs)
- 2.0 Past Performance
  - 2.1 Quality
  - 2.2 Delivery
  - 2.3 Socioeconomic Goals (Evaluation of Past Performance)
- 3.0 Surge & Sustainment
- 4.0 Food Defense (Force Protection)
- 5.0 Socioeconomic goals
- 6.0 DLA Mentoring Program
- 7.0 ABILITY ONE

Technical Evaluation Factors 1.0 through 7.0 are listed in descending order of importance; however technical evaluation factor 1.0 and factor 2.0, including subfactors, are significantly more important than factors 3.0 through 7.0. The subfactors under the Past Performance factor are also in descending order of importance, i.e. factor 2.1 is more important than factor 2.2. Factors 5.0, 6.0 and 7.0 are comparative in nature among the offerors as opposed to being ranked adjectively. Each evaluation factor will be evaluated separately, and then an integrated assessment of the offeror will be performed.

**1.0 Product Quality PDMs**

The Government will evaluate the PDMs for compliance with the item descriptions and product specifications and will also evaluate the sensory attributes of the food product to include appearance, odor, flavor and texture using the recognized 9-point quality rating scale to determine product quality.



**SECTION M**

Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer. The PDM rating for a specific component item 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 rated higher. A "poor" rating for any one characteristic will result in a "poor" overall PDM rating.

Initial PDM samples will be evaluated by Natick and will be rated as Excellent, Good, Fair, or Poor. Offerors will be given an opportunity to correct deficient PDM samples (less than Good rating) if negotiations are conducted. If the offeror chooses to submit a second PDM, the final rating for the PDM factor will be based on either the first or second submission, whichever is higher. The final rating for this factor will be based on either the initial or second submission (if any). Submission of additional PDM samples, beyond this second submission, in order to comply with the requirement that PDMs must be rated Good or better will not be used for evaluation of award.

Offerors shall certify in their proposal revisions and final proposal revisions that all items produced and offered to the Government under any resultant contract shall conform to all packaging, labeling, and packing requirements, and to all nutritional and analytical value requirements of the applicable item specifications/descriptions. Product which does not conform to all requirements shall not be accepted by the Government.

Revised or alternate PDMs submitted during negotiations shall be evaluated for the same criteria detailed above. The final evaluation will be based on the first or second submission. Resubmittal of PDMs will only be authorized where there is not an acceptable sample submitted. When multiple PDMs are submitted, and one or more are rated acceptable, the offeror will not be entitled to resubmit the lower rated sample. Submission of additional PDM samples, beyond this second submission, in order to comply with the requirements that PDMs must be rated Good or better, will not be used for evaluation of award.

The rating scale for PDM's will be based on an adjectival rating of Excellent, Good, Fair, and Poor.

**2.0 Past Performance:**

Ranking: The rating scale for Food Defense will be based on an adjectival rating of Excellent, Good, Fair, and Poor.

The Government will evaluate the experience and past performance of each offeror for the period from March 31, 2009 through the last full month and/or 30 days prior to solicitation closing regarding product quality of the offered item or similar items, timely delivery and evaluation of past performance of socioeconomic goals and based on that evaluation, will assign each offeror a rating that will reflect the Government's degree of confidence that the offeror will perform satisfactorily. Subfactors for this evaluation factor are in descending order of importance. An overall rating for Past Performance will be determined by examining the individual ratings for each subfactor. A level of confidence assessment rating will be based on these findings as follows:

A high level of confidence rating indicates that there are no fair or poor ratings in any of the three subfactors for Past Performance.

**SECTION M**

A moderate level of confidence rating indicates that there are no poor ratings in either subfactor 2.1 and subfactor 2.2 for Past Performance.

A low level of confidence rating indicates that there are at least one or more poor ratings in either subfactor 2.1 (Quality) and/or subfactor 2.2 (Delivery) for Past Performance.

The Government will evaluate the offeror's record of past performance as reflected in its performance of previous Government and commercial contacts, and the contractor's reliability in providing product that conforms to the solicitation requirements.

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 action, destination failures, late deliveries, substitutions, waivers, reworks, deviations, etc.) and possibly by investigation of the contractor's record of performing commercial contracts. The number of these instances as well as the depth/extent and criticality of the product defect or performance deficiency will be evaluated. The Government will consider all relevant facts and circumstances, and therefore encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred for the period since March 31, 2009. More recent trends in contractor performance /delivery will be given more weight since they are deemed more indicative of the offeror's future performance. That is more recent aspects of performance – if they seem to be more than isolated instances – may be viewed as more significant than less recent aspects of performance. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, woman owned small business, small business HUBZone, veteran owned small business, service disabled veteran owned small business, or ABILITY ONE workshop will be part of the past performance evaluation. The Government will evaluate information submitted and will measure actual performance against goals and not the stated goal itself.

**3.0 Surge and Sustainment (S&S) Evaluation DSCP****52.217-9008 Surge and Sustainment (S&S) Evaluation (Jun 2009) - DLAD (Tailored)**

**NOTE:** Though this clause is identified by a DLAD number and title, the clause has been tailored specifically for Rations-type acquisitions in accordance with DLAD 17.9304.

**Ranking:** The rating scale for Surge and Sustainment will be based on adjectival ratings of Excellent, Good, Fair, and Poor.

Surge and Sustainment capability is a requirement of this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP), the Surge Spreadsheet for Spread Rations Component Items and past S&S performance. The offeror's proposal may be deemed nonresponsive for failure to submit the required S&S information in accordance with the solicitation. The government reserves the right to require additional information if necessary. The S&S will be evaluated as follows:

(a) CAP/Approach.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit and S&S past performance. The CAP must demonstrate the ability to provide the full S&S quantity and delivery requirements as specified in the Schedule, the technical merits of the proposed solutions

## SECTION M

to any identified shortfalls in S&S quantity, and delivery requirements and the ability to achieve these without government investment.

(b) Past S&S Performance.

Previous S&S performance will be considered in the evaluation. In the absence of or in addition to DLA S&S past performance, the CO may consider other relevant performance history where the offeror demonstrated the ability to quickly respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both.

(c) Surge Spreadsheet for Spread Rations Component Items. The offeror should annotate the maximum quantity they can provide for each MRE component item in each of the listed time frames on the spreadsheet from 15 to 180 days.

CONTRACTOR'S CAPABILITY ASSESSMENT PLAN – The offeror must submit a comprehensive contractor capability assessment plan including a Surge spreadsheet indicating what their proposed maximum quantities are for each component item for each timeframe as cited on the spreadsheet. The contractor must address the amount of increased demands that can be handled for surge from 15 to 180 days. The offeror must submit evidence, including but not limited to letters from suppliers or transportation companies, of the following capabilities: (1) agreements with suppliers and service providers to assist in meeting increased surge requirements (2) evidence of ability to utilize additional suppliers or subcontractors, as needed (3) ability to access additional warehouse and distribution operations in the United States to include labor and transportation (delivery vehicles), (4) ability to transport and store massive amounts of food for a specific period of time, (5) description of logistical technology with regard to asset visibility (6) identification of problem items in the list of items and proposed solutions to these problems.

This Capability Assessment Plan should also include a plan of action if the vendor facility is damaged or otherwise not able to conduct normal operations. The response should include but is not limited to:

- A. How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary
- B. What is the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory?
- C. Backup communications plan to alert vendor and DSCP personnel of the activation of this Emergency Operations Plan. This communications plan should also address how shipments enroute to the contractor facility will be re-routed to the secondary facility.

#### 4.0 Food Defense (Force Protection)

Ranking: The rating scale for Food Defense will be based on an adjectival rating of Excellent, Good, Fair, and Poor.

Criteria for Evaluation: The offeror's Food Defense (Force Protection) submittal will be evaluated for acceptability. The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies. Offeror must describe in

**SECTION M**

detail the types of safekeeping measures that will be taken to provide for product security and integrity of food supplies for military customers throughout the life of the proposed award period. Plans should include specifically detailed security measures to be taken from the time of product receipt through loading and delivery destination(s) operations and delivery vehicle security.

Accordingly, the offeror shall submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DSCP Food Defense Checklist. As part of the Food Defense Plan, offeror will be required to submit a completed checklist. An electronic copy of the DSCP Food Defense Checklist is available at [http://www.dscp.dla.mil/subs/fs\\_check.pdf](http://www.dscp.dla.mil/subs/fs_check.pdf).

**5.0 Socio-Economic Goals**

**Ranking:** The offeror's proposal for Socioeconomic goals will be evaluated on a comparative basis (i.e. the offerors will be compared to each other rather than an abstract standard) based on the requirements and clause cited below.

The Government will evaluate the offeror's Socioeconomic plan to ensure that to the maximum extent practicable, Small Business (SB), Woman Owned Small Business (WOSB) and Small Disadvantaged Business (SDB), HUBZone Small Business (HZSB), Veteran Owned Small Business (VOSB), Service Disabled Veteran Owned Small Business (SDVOSB), and ABILITY ONE workshop concerns are used as both suppliers and subcontractors. Their proposal is rated in comparison to the other proposals received. Specifically, the Government will evaluate the percentage of dollars subcontracted to Small Business (SB), Women-Owned Small Business (WOSB), Hub Zone Small Business (HZSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business, (SDVOSB), Small Disadvantaged Business (SDB), and Service Disabled Veteran Owned Small Business (SDVOSB) and ABILITY ONE workshops, in terms of percentage and total dollars, including personnel, that are designated for handling this part of the contract. An offeror who is a SB, SDB, WOSB, HZSB, VOSB, and SDVOSB will receive additional credit for evaluation purposes by adding its non-subcontracting dollars to its subcontracting dollars.

For evaluation purposes an offeror who is a SB, WOSB, HZSB, SDB, VOSB, SDVOSB or ABILITY ONE workshop will receive additional credit by adding its non-subcontracting dollars to its subcontracting dollars.

**52.215-9003 -- Socioeconomic support evaluation (NOV 2009) - 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, women-owned, HUBZone, Veteran-owned, and Service-Disabled Veteran-Owned Small Business (SDVOSB) small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged women-owned, HUBZone, Veteran-owned, and SDVOSB 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

**SECTION M**

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, women-owned, HUBZone, Veteran-owned, and SDVOSB small businesses will be part of past performance evaluation.

(End of Provision)

**6.0 DLA Mentoring**

Ranking: The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis, rather than via establishment of an "acceptable" standard. (i.e. the offerors will be compared to each other rather than to an abstract standard). The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their process, and contributing to their viability under long-term contracting agreements. In addition, provide above information for HUBZone Small Businesses, Veteran-Owned Small Businesses and Service Disabled Veteran-Owned Small Businesses. DLA Mentoring Business Agreements will be comparatively ranked in accordance with the following requirements and DLAD clause cited below:

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, HUBZone Small Business, Small Disadvantaged Business or Women-Owned Small Business and ABILITY ONE) agency 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's goal is not to create government dependent protégés but to enable these firms to become more viable in the commercial marketplace.

**52.219-9002 -- 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 ("ABILITYONE") 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

**SECTION M**

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.

(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)

**7.0 Ability One**

Ranking: Ability One Goals will be comparatively ranked in accordance with the following DLAD provision/clause(s):

**52.215-9005 – Ability One, ( formerly called Javits-Wagner-O’Day Act (“JWOD”)) Entity Support Evaluation (DEC 1997) - DLAD**

The “AbilityOne”, ( formerly called 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 “ABILITYONE” qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which “ABILITYONE” 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 “ABILITYONE” entities will be used as an element of past performance evaluation in subsequent source selection decisions.

(End of provision)

**52.215-9006 – Ability One, ( formerly called Javits-Wagner-O’Day Act (“JWOD”)) 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 “ABILITYONE” 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.

(End of clause)

**SECTION M****M-3 PRICING OF PROPOSALS**

The offeror's proposed pricing for the base and option years will be evaluated by reviewing the average unit prices per line item of the three destinations. As cited in M-2, technical proposals are considered to be more important than price. However, as proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

**52.216-9013 Evaluation Of Offers For Indefinite Delivery Type Solicitations (APR 2008) – DLAD**

(a) When FAR clause 52.216-21 or one of its alternates is contained in this solicitation, this solicitation is for a Requirements contract. Offers will be evaluated on the basis of the estimated annual quantity. If quantity increments are offered with various prices, the highest price offered will be used for evaluation.

(b) When FAR clause 52.216-22 is contained in this solicitation, this solicitation is for an Indefinite Quantity contract. Offers will be evaluated on the basis of the estimated annual quantity. Unless (c) is checked below, if quantity increments are offered with various prices, the highest price offered will be used for evaluation. If line items for both DLA Direct and Customer Direct are included in the schedule, offers will be evaluated based on the total extended price for the DLA Direct and Customer Direct line items.

(c)  If checked, and subject to the terms and conditions of the solicitation relating to the evaluation of offers, the following procedures will be followed:

(1) When offers are requested on a quantity increment basis, each CLIN will be evaluated for price by:

applying a weighted factor of 18% to the first quantity increment, 36% to the second increment, and 46% to the third increment to arrive at an average weighted unit price.

applying a weighted factor of 5% to the first quantity increment, 65% to the second increment, 25% to the third increment, and 5% to the fourth increment to arrive at an average weighted unit price.

This average weighted unit price will be multiplied by the estimated annual quantity that may be procured during the contract period to arrive at a total annual evaluated price for each CLIN. If the solicitation provides for separately priced option periods, average weighted prices will be calculated as described above in (1) for each option period and then added to the base contract period total to determine the total estimated price of that line item for the evaluation.

(2) When quantity increment prices are not requested, offers for each CLIN will be evaluated by multiplying the unit price by the estimated quantity that may be procured during the contract period to arrive at total price for each CLIN.

(3) Prices offered must be unit prices only which are clearly stated and which require no further interpretation by the Government to determine the actual offered price. Prices must not be stated as part of a pricing formula or as charges per lot. Unit prices offered must include costs of compliance with all solicitation requirements, with the exception of additive CLINs. For each item of supply for which a price is offered, prices must be offered for each quantity increment and year. Failure to submit proposed prices in accordance with these instructions may result in rejection of the offer.

**SECTION M**

(4) In the event first article testing and/or technical data are required for any or all of the CLINS, the cost of such testing and data will be added to the appropriate CLIN or prorated based on the ratio of the estimated quantity for each CLIN to the total estimated quantity of the various CLINs covering the same item (NSN). In the event an offeror is low only on one CLIN (where there are several CLINs for the same item) (NSN), the cost of testing and data pertaining to that CLIN will be added for evaluation purposes.

(5)  If checked, when F.O.B. origin offers are authorized, transportation costs will be considered in evaluation and will be based on the best estimated quantity of each CLIN as specified elsewhere in this solicitation. Carload or truckload rates will be used to evaluate the cost of transportation for each CLIN unless the best estimated quantity would not constitute a carload or truckload. In such case, Less than Carload (LCL) or Less than Truckload (LTL) rates will be used for evaluation purposes.

(End of Provision)

**ADDITIONAL CLAUSES / PROVISIONS****52.217-5 -- Evaluation of Options (Jul 1990) FAR**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

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

52.211-9011 -- Business Systems Modernization (BSM) Delivery Terms and Evaluation  
(MAY 2006) DLAD



DEFENSE LOGISTICS AGENCY  
DEFENSE SUPPLY CENTER PHILADELPHIA  
700 ROBBINS AVENUE  
PHILADELPHIA, PENNSYLVANIA 19111-5092

IN REPLY  
REFER TO

DSCP-T

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

- NOTES:
- 1) The features of the former SBA PRO-Net site are now available only through the Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov). The CCR "Dynamic Small Business" function performs the same searches as PRO-Net. If the company indicates it's a small business when registering or updating CCR registration, a supplemental page with small business information will pop up. This page allows the company to enter its small business profile information. This data will automatically populate the SBA database where the company's business information can be readily accessed through the "Dynamic Small Business" search function.
  - 2) Hub Zone Small Business representation requires certification by the Small Business Administration (SBA). This certification can be viewed in the Central Contractor Registration (CCR)/Dynamic Small Business (DSB) company profile at [www.ccr.gov](http://www.ccr.gov) or [www.sba.gov/hubzone](http://www.sba.gov/hubzone).
  - 3) FAR 52.219-9 (d)(1)(i) & (ii) allows the counting of subcontracts awarded to an Alaskan Native Corporation (ANC) or Indian Tribe towards the subcontracting goals for small business and small disadvantaged business concerns regardless of the size or SBA certification status of the ANC or Indian Tribe.
  - 4) Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) replace Standard Form 294 and Standard Form 295. ([www.esrs.gov](http://www.esrs.gov)).
  - 5) DoD contractors can take credit under their small business goal for purchases with AbilityOne Program affiliated nonprofit agencies (NIB/NISH). (DFARS 219.703(a))

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

**Small Business Subcontracting Plan Outline (Model)**

Offerors are to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan requirements, and FAR clause 52.219-9, Small Business Subcontracting Plan, before submitting their subcontracting plans.

*(The model is not intended to replace any existing corporate plan, which is more extensive.)*

**Identification Data:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date Prepared: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_

Item/Service: \_\_\_\_\_

Effective Period: Only applies to an annual commercial plan.

**TYPE OF PLAN: (Check only one).**

\_\_\_\_\_ **INDIVIDUAL PLAN:** *In this type of plan, all elements are developed specifically for this contract and apply for the full term of this contract. ISR and SSR requirements.*

\_\_\_\_\_ **MASTER PLAN:** *In this type of plan, goals are separately developed for each contract like an individual plan; all other elements are standard. The master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of the contract. ISR and SSR requirements.*

\_\_\_\_\_ **COMMERCIAL PLAN:** *This type of plan is used when the contractor sells large quantities of off-the-shelf commodities. It is the preferred type of plan for commercial items and is submitted annually based on the contractor's fiscal year. Plans and goals are negotiated with the initial agency on a company-wide basis rather than for individual government contracts. The approved plan remains in effect during the contractor's fiscal year for all Government contracts in effect during that period. The contractor must provide a copy of the initial agency approval, and must submit the annual SSR with a breakout of subcontracting prorated for DoD if doing business with multiple government agencies. SSR requirement only.*

**1. GOALS:**

*State separate dollar and percentage goals for Small Business, Small Disadvantage Business,, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business in the following format. Express all dollar goals as a percentage of total planned subcontracting dollars. State goals separately for each option period if applicable.*

\*\*\*\*\*REMINDER\*\*\*\*\*

**EDIT NUMBER OF OPTION PERIODS TO SPECIFIC SOLICITATION. OPTION PERIODS DO NOT APPLY TO A COMMERCIAL PLAN WHICH IS SUBMITTED AND APPROVED ANNUALLY.**

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

<b>Estimated Dollar Value of All Planned Subcontracting</b>				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
100%	100%	100%	100%	100%

B. Estimated dollar value and percentage of total planned subcontracting to large business concerns. (all business concerns classified as other than small) is:

<b>Subcontracting to Large Business Concerns</b>				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
%	%	%	%	%

C. Estimated dollar value and percentage of total planned subcontracting to small business concerns is: (Include Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business, Service Disabled Veteran Small Business, *including Alaskan Native Corporations and Indian Tribes*):

<b>Subcontracting to Small Business Concerns</b>				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
%	%	%	%	%

D. Estimated dollar value and percentage of total planned subcontracting to HUBZone small business concerns is:

<b>Subcontracting to HUBZone Small Business Concerns</b>				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
%	%	%	%	%

E. Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns including Alaskan Native Corporations and Indian Tribes is:

<b>Subcontracting to Small Disadvantaged Business Concerns</b>				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
%	%	%	%	%

F. Estimated dollar value and percentage of total planned subcontracting to women-owned small business concerns is:

<b>Subcontracting to Women-Owned Small Business Concerns</b>				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
%	%	%	%	%

G. Estimated dollar value and percentage of total planned subcontracting to Veteran-Owned Small Business concerns is:

<b>Subcontracting to Veteran-Owned Small Business Concerns</b>				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
%	%	%	%	%

H. Estimated dollar value and percentage of total planned subcontracting to Service Disabled Veteran-Owned Small Business concerns is:

<b>Subcontracting to Service Disabled Veteran-Owned Small Business Concerns</b>				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
%	%	%	%	%

**NOTE:** Total Small Business includes each subgroup (HUBZone, SDB, WOSB, SDVOSB and VOSB, plus all other small businesses that do not fall into a specified subgroup. Do not add together subgroup dollars to reach the total Small Business figure, as the same dollars can be counted for each subgroup as applicable.

I. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are: (Check all that apply).

Business Category or Size									
Product Service	LB	SB	SDB	WOSB	HZSB	SDVOSB	VOSB		

(Attach additional sheets if necessary.)

**METHOD**

J1. Explain the methods used to develop the subcontracting goals for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

J2. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns were determined.

J3. How the capabilities of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns were determined.

J4. Identify all source lists used in the determination process.


K. Indirect and overhead costs  HAVE BEEN or  HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

L. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.


**2. PROGRAM ADMINISTRATOR:**

*FAR 52.219-9(d)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.*

Name:

Title:

Position:

Email Address:

Address:

Telephone:

*Duties:* The Program Administrator's general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties may include, but are not limited to the following activities.

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

B. Developing and maintaining bidders' lists of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns from all possible sources.

C. Ensuring periodic rotation of potential subcontractors on bidders' lists.

D. Assuring that Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business participation.

G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

H. Overseeing the establishment and maintenance of contract and subcontract award records.

I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

J. Directly or indirectly counseling Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns on subcontracting opportunities and how to prepare bids to the company.

K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.

L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.

M. Developing and maintaining an incentive program for buyers, which supports the subcontracting program.

N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.

O. Preparing and submitting timely reports.

P. Coordinating the company's activities during compliance reviews by Federal agencies.

### 3. EQUITABLE OPPORTUNITY

*FAR 52.219-9(d)(8) requires a description of the efforts your company will make to ensure that Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to the following activities:*

#### A. Outreach efforts to obtain sources:

- Contacting minority and small business trade associations
- Contacting business development organizations
- Requesting sources from the Central Contractor Registration, Dynamic Small Business (SDB) search )
- Attending small, minority, and women-owned business procurement conferences and trade fairs

#### B. Internal efforts to guide and encourage purchasing personnel:

- Presenting workshops, seminars and training programs
- Establishing, maintaining and using Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business source lists, guides and other data for soliciting subcontracts
- Monitoring activities to evaluate compliance with the subcontracting plan

## C. Additional efforts: (Please describe.)


**4. CLAUSE INCLUSION AND FLOWDOWN**

*FAR 52.219-9(d)(9) requires the following:*

*(Insert company name) will include the clause at FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities and will require all subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan complies with the requirements of FAR 52.219-9, "Small Business Subcontracting Plan."*

*[Insert company name] further agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns must be determined on a case-by-case basis depending on the supplies and services involved and the availability of potential Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website [www.ers.gov](http://www.ers.gov).*

In accordance with policy letters published by the Office of Federal Procurement Policy, such assurance must describe the offer's procedures for the review, approval and monitoring for compliance with such subcontracting plans.

**5. REPORTING AND COOPERATION**

*FAR 52.219-9(d)(10) requires the following:*

*(insert company name) will (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website; and (4) ensure that subcontractors agree to submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website.*



Calendar Period	Report Due	Date Due
10/01-03/31	Individual Subcontracting Report (ISR)	04/30
04/01-09/30	Individual Subcontracting Report (ISR)	10/30
10/01-09/30	Summary Subcontracting Report (SSr)	10/30

## 6. RECORDKEEPING

*FAR 52.219-9(d)(11) requires the following:*

*(Insert company name) will maintain records to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to, the following:*

A. Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concern source lists, guides, and other data identifying such vendors.

B. Organizations contacted for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business sources.

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation:

C1. Whether Small Business concerns were solicited, and if not, why not.

C2. Whether HUBZone Small Business concerns were solicited, and if not, why not.

C3. Whether Small Disadvantaged Business concerns were solicited, and if not, why not.

C4. Whether Women-owned Small Business concerns were solicited, and if not, why not.

C5. Whether Veteran-owned Small Business concerns were solicited, and if not, why not.

C6. Whether Service-Disabled Veteran-Owned Small Business concerns were solicited, and if not, why not.

C7. Reasons that solicited Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business Concerns failed to receive the subcontract award.

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business procurement conference and trade fairs.

E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial plans).

G. Other records to support your compliance with the subcontracting plan: (Please describe)


**SIGNATURES REQUIRED**

This subcontracting plan was submitted by:

Company:

Signature:\*

Typed Name:

Title:

Date:

This subcontracting plan was accepted by:

Agency:

Signature:

Typed Name:

Title: Contracting Officer

Date:

\*The individual signing the plan should be an executive of the company and not the designated plan administrator.

## **DEFINITIONS**

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

### **SMALL BUSINESS CONCERN (SELF CERTIFY)**

Located in the U.S., organized for profit; including affiliates is independently owned and operated; not dominant in the field of operation in which it is competing; AND meets Small Business Administration (SBA) size standard included in the solicitation. The size standard is based upon the North American Industrial Classification System (NAICS) assigned to the specific procurement dependent upon product/service purchased. **SELF CERTIFY**

DFARS 252.219-7003 allows subcontracts awarded to AbilityOne nonprofit agencies approved by the Committee for Purchase from People Who Are Blind Severely Disabled under Javits-Wagner-O'Day Act (JWOD) (41 USC 46-48) and 10 U.S.C. 241d and Section 9077 of P.L. 102-396 to be counted toward the contractor's small business subcontracting goal.

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

### **HUB ZONE SMALL BUSINESS CONCERN (SBA CERTIFIED)**

A small business concern located in a "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUB Zone. Status as a qualified HUB Zone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUB Zone small business, it will issue a certification to that effect and will add the company to the List of Qualified HUB Zone Small Business Concerns on its Internet site at [www.sba.gov/hubzone](http://www.sba.gov/hubzone). The concern must be listed to be considered a HUB Zone small business concern. The HUB Zone application can be obtained from the same web site. HUB Zone certification will also appear in the company's profile listed in the Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov) "Dynamic Small Business" search.

**SMALL DISADVANTAGED BUSINESS CONCERN (SDB) (SELF CERTIFY)**

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

**WOMAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)**

A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women. **SELF CERTIFY**

**SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)**

(1) A small business concern –

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

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

**VETERAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)**

A small business concern –

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

**ALASKA NATIVE CORPORATION (ANC)** means any Regional Corporation, Village Corporation, Urban Corporation or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

**INDIAN TRIBE** means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1425©. This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Updated: June 2009