

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

**PAGE 1 OF 28**

2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 08/17/2022	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096		CODE SPE3S1	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. SPE3S122R0010
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2022 AUG 16
		<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

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

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to issuing office.

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

See Attached Continuation Sheet(s).

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

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

I. The following applies to solicitation SPE3S1-22-R0010:

A. The PCR listed below has been updated and incorporated into this contract. A copy of this document is available on the Subsistence Frozen Site: <http://www.dla.mil/TroopSupport/Subsistence/Operational-rations/frozen/>

1. PCR-G-003 Granola, Packaged in a Flexible Pouch

All other terms and conditions remain the same.

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS****B-1 Items to be Supplied****A. Estimated Requirements**

<u>Line</u>	<u>NSN</u>	<u>Item</u>	<u>Estimated Yearly Quantity</u>
0001	8970-01-467-1753	Meal, Cold Weather	95,000 BX

This estimated quantity is based on forecasts provided by the services. The Government is not obligated to order estimated quantities.

**B. Indefinite-Quantity Contract (IQC) Quantities**

The IQC minimum and IQC maximum quantities for the Meal, Cold Weather are as follows (Unit of measure is Box (BX)):

<u>Line</u>	<u>Item</u>	<u>Guaranteed Min. (3 tiers)</u>	<u>Maximum (3 tiers)</u>
0001	Meal, Cold Weather	95,000 BX	200,000 BX

**C. Delivery Schedule**

The Meal, Cold Weather is F.O.B. Destination. All deliveries are to Tracy, California where this ration is stocked.

**B-2 General Information**

The effective term of the contract will contain three (3) consecutive tiered delivery periods. Each tier will be 365 days in length. The first tiered delivery period will begin upon date of award, unless otherwise specified in the resultant contract.

This solicitation is unrestricted to business size. The North American Industry Classification System (NAICS) codes under this solicitation for the Meal, Cold Weather is as follows:

<u>Line</u>	<u>Item</u>	<u>NAICS Code</u>	<u>Size Standard (# Employees)</u>
0001	Meal, Cold Weather	311422	1,250

**B-3 Pricing**

The effective period of the contract for Tier 1 will be from the effective date of award through 365 days. Tier 2 will begin after the 365<sup>th</sup> day of Tier 1 and will be the same length of 365 days. The same pattern will follow for Tier 3. The performance period of the contract will end on the 365<sup>th</sup> day of Tier 3.

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**

**Note:** Meal, Cold Weather prices will be based on the tier period an order is placed, not when an order is shipped or delivered. For example, if an order is placed during tier 2, but delivery is made during tier 3, then the prices in effect for that order will be the tier 2 prices.

**B-4 Indefinite Quantity Contract**

This solicitation will result in an Indefinite-Quantity Contract (IQC), as provided in FAR Clause 52.216-22 Indefinite Quantity. In an IQC, the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the Government is obliged to order, and which is all it is committed to order. The top of the range is the maximum (The IQC maximum quantity) which is the largest quantity the Government may order, and which the contractor agrees to provide if ordered. The Government may order a quantity within that range. Sometimes an estimated quantity is stated which may be the same as the minimum or the maximum, or it may be a quantity within the IQC range.

**B-5 Product Demonstration Models (PDMs)**

Acceptable PDMs, also referred to as approved PDMs, will be used as production standards by both the Contractor and the Government. The production lots/product-codes used as the production standards by both the Contractor and the Government must be identical. The approval of any PDM will not constitute a waiver of the requirement that all delivered product must meet all other solicitation/contractual requirements, such as but not limited to, analytical requirements, physical requirements, microbiological requirements and/or performance requirements unless specifically stated by the Contracting Officer. The offeror/contractor will be responsible for the shipment of PDM samples to Natick, to DLA Troop Support, and to hold samples at the Contractor's site.

The contractor is required to retain and possess its own set of approved PDMs and will be responsible for the distribution of approved PDMs to Government entities, when required by the Contracting Officer, throughout contract performance.

**Initial PDM**

PDMs must be submitted for each line item on which an offeror intends to bid prior to the close of the solicitation and found to meet the standards referenced in the respective Meal, Cold Weather specification. Individual item specifications can be found in section C-2. **Refer to Sections L and M for PDM submission instructions and evaluation criteria as a part of a proposal.** Offerors must warrant that product submitted under any resultant contract will conform to all packaging, labeling and packing requirements as well as analytical requirements. The Government will not accept product offered under this solicitation or produced for performance under the resultant contract that does not conform to all requirements.

**New PDM (may not apply)**

During the course of contract performance, new items may be introduced for delivery during the next delivery period. PDMs are required for all new items and must be submitted 45 days prior to the start of the delivery period in which the new items will be incorporated into the contract. If approved product technical requirements for new items are not available to meet this requirement, the contractor must submit PDMs within 30 days from the date the requirements document is published. Contractors must certify that the PDM(s) conforms to all specification/production description characteristics or must adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Upon approval by DLA Troop Support, the new PDM will become the product standard.

**Replacement PDM**

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**

Changes in production methodology or packaging, such as implementation of new technology, may result in a product non-comparable to one or more observable characteristics of the production standard.

If the Government determines, on its own or at the suggestion of the contractor, that any change in a product characteristic, other than changes to shape or dimension compatible with performance requirements, results in a product that is no longer comparable to the production standard, the contractor must submit a replacement PDM. If the Government determines, on its own or at the suggestion of the contractor that any changes to shape or dimension impact on the ability to compare the new product to the production standard in terms of the performance requirements designated for appearance, odor, flavor, and texture, the contractor must submit a replacement PDM. The contractor must submit a replacement PDM if determined necessary by the Government.

Contractors must certify that the PDM(s) conforms to all specification/production description characteristics or must adequately describe any differences the PDM may have from the requirements of the product description or specification(s).

The contractor must bear all expenses incidental to the submission of Replacement PDMs to Natick and their evaluations by Natick.

Upon approval by DLA Troop Support, the Replacement PDM will become the product standard.

**Replenishment PDM**

Every 12 months, or as otherwise specified by the Contracting Officer, for finished-product components inspected by the Government at origin, the Government Quality Assurance Representative (GQAR) will replenish the Government's supply of PDMs at origin with 70 PDMs randomly selected from a lot inspected and accepted by the Government for all contractual requirements. In addition, the GQAR will randomly select from the lot 32 replenishment PDMs for Natick and 4 replenishment PDMs for DLA Troop Support.

Upon approval by DLA Troop Support, the Replenishment PDM will become the product standard.

**Submission Process for New, Replacement, and Replenishment PDMs**

A total of **106 PDMs** of each Contractor Furnished Material (CFM) component item shall be submitted as follows:

A total of **32 PDMs** of each Contractor Furnished Material (CFM) component item shall be submitted to:

DEPARTMENT OF THE ARMY  
FCDD-SCC-EMR ATTN: Jill Bates  
DEVCOM - SOLDIER CENTER  
10 GENERAL GREENE AVENUE  
NATICK, MA 01760

**Note:** The end or side of the case should have a label, or be printed on the case, with the following information:

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

**CONTINUED ON NEXT PAGE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**

Inside the Case, along with the 32 PDMs, must be the required paperwork fully identifying the item; the lot number; the contractor; the contract number; the type of PDM (New, Replenishment, or Replacement); the current PDM lot number; USDA certification as applicable; analytical and microbiological test results performed by the contractor; any other information to assist in identifying the product and conducting the evaluation. Analytical and microbiological test results, wherever required, must be submitted with PDMs.

Contractors must maintain 70 of their own sets of approved PDMs that were derived from identical finished-component production lots and/or identical bulk-component production lots; to be referred to as in-common product-code PDMs. The submitting contractor will send written notification of in-common product-code submissions, endorsed by each participating contractor, to DLA Troop Support for approval by the Contracting Officer. DLA Troop Support will notify Natick as to which contractors are submitting what in-common product-codes. Once notified of Contracting Officer approval, the submitting Contractor must include in its submission package the identity of the Contractors for whom the submission pertains. The submitting Contractor will also be responsible for the distribution and shipment of any in-common product-code PDM samples to Natick and to DLA Troop Support.

**Evaluation Process for New, Replacement, and Replenishment PDMs**

A Natick PDM evaluation panel will evaluate New and Replacement PDMs for compliance with product specifications and for compliance with the sensory characteristics designated and defined in the product's technical documents. These sensory characteristics, namely appearance, odor, flavor, and texture (or combination thereof where dictated by the product's technical documents), represents distinct sensory characteristic categories and will be evaluated by category by panelist. Each panelist will assign to each sensory characteristic category a quality rating by using a 9-point quality scale, where 9 is the highest rating and 1 the lowest rating. The mean value of the panelist's ratings for each sensory characteristic category will be determined.

Natick will assign an overall quality scale rating to each New and Replacement PDM that it evaluates. The overall rating will be equal to the mean score of the lowest-rated sensory characteristic category. For each New PDM, an overall quality rating of 6.00 through 9.00 will indicate an acceptable rating and an overall quality rating of 1.00 through 5.99 will indicate an unacceptable rating. For each Replacement PDM, an overall quality rating of 6.00 through 9.00 will indicate an acceptable rating and an overall quality rating of 1.00 through 5.99 will indicate an unacceptable rating. In addition, for a Replacement PDM to be found "acceptable", its overall quality rating will be equal to or higher than the original overall quality scale assigned to the Initial, New, or Replacement PDM representing the item to be replaced. A lower overall quality rating will indicate an unacceptable replacement rating.

Natick will evaluate Replenishment PDMs for appearance, odor, flavor and texture; and the evaluation must determine the Replenishment PDM to be equal to or better than the existing product standard for all characteristics in order to be rated as "Acceptable". The results of Natick's PDM evaluations will be reported to DLA Troop Support as "Acceptable" or "Unacceptable". An "Acceptable" PDM-rating will not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD****Technical Data For Meal Cold Weather (MCW) Assembly and for Contractor Furnished Material (CFM) Components**

Technical Data for Meal Cold Weather Ration Assembly and for Contractor Furnished Material (CFM) components

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

specifications and related technical documents related to this solicitation/contract can be found at:

<http://www.dla.mil/TroopSupport/Subsistence/Operational-rations/frozen/>

The applicable component item descriptions for this solicitation/contract are listed in SPE3S1-22-R-0010, SECTION C-2 CONTRACTOR FURNISHED MATERIAL (CFM) COMPONENTS until such time as changed by future amendment/modification. The specifications listed in Tables I & II of the ACR-C-022 are for reference to the base documents only, not to the applicable version and revision for the referenced specification that is operative.

Note: The abbreviation "PKG&QAP" below in the Item Descriptions denotes the associated Packaging Requirements and Quality Assurance Provisions for that specific Commercial Item Description (CID).

Note: For the purposes of this document only "PKG&QAP STANDUP POUCH" will refer to the document: *Packaging Requirements and Quality Assurance Provisions for Product Packaged in a Stand Up Pouch*.

**Section C****C-1 DESCRIPTION/SPECIFICATION**

8970-01-467-1753 MEAL, COLD WEATHER, Menus #1 through #12, 12 meals/box

Prime (Acquisition) Document: ACR-C-022, Meal, Cold Weather (MCW) Assembly Requirements.

**C-2 CONTRACTOR FURNISHED MATERIAL (CFM) COMPONENTS****A. SPECIFICATION/DESCRIPTION****1. ENTREES**

ADOBO RICE AND CHICKEN, MEXICAN STYLE; 4.8 ounce (136 gram) stand up pouch, PCR-A-006, PKG&QAP Stand Up Pouch 8940-01-701-7687

BEEF STEW; 4.7 ounce (132 gram) stand up pouch, PCR-B-015, PKG&QAP Stand Up Pouch, 8940-01-467-2217

BEEF STROGANOFF WITH NOODLES; 4.6 ounce (131 gram) stand up pouch, PCR-B-016, PKG&QAP Stand Up Pouch, 8940-01-467-1894

BREAKFAST SKILLET (SHREDDED POTATOES AND SCRAMBLED EGGS MIXED WITH MEAT OR POULTRY SAUSAGE, PEPPERS AND ONIONS); Pork Sausage; 3.3 ounce (93 gram) stand up pouch, PCR-B-053, PKG&QAP Stand Up Pouch, Style I, Flavor 1, 8940-01-613-1418

CHICKEN FAJITA BOWL (CHICKEN WITH RICE, BLACK BEANS, AND VEGETABLES IN A FAJITA SAUCE); 4.6 ounce (130 gram) stand up pouch, PCR-C-091, PKG&QAP Stand Up Pouch, 8940-01-701-7694

CHICKEN AND BISCUIT DUMPLINGS WITH VEGETABLES; 4.3 ounce (122 gram) stand up pouch, PCR-C-092, PKG&QAP Stand Up Pouch, 8940-01-701-7692

CHICKEN AND RICE; 4.9 ounce (138 gram) stand up pouch, PCR-C-025, PKG&QAP Stand Up Pouch,

**CONTINUED ON NEXT PAGE**

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

8940-01-570-2324

CHILI AND MACARONI WITH BEEF; 4.6 ounce (131 gram) stand up pouch, PCR-C-073, PKG&QAP Stand Up Pouch, 8940-01-564-6101

HOMESTYLE CHICKEN NOODLE CASSEROLE; 5.3 ounce (149 gram) stand up pouch, PCR-H-016, PKG&QAP Stand Up Pouch, 8940-01-701-7696

SCRAMBLED EGGS WITH UNCURED BACON; 2.6 ounce (74 gram) stand up pouch, PCR-E-001, PKG&QAP Stand Up Pouch, Type I, 8940-01-386-4061

SPAGHETTI WITH MEAT SAUCE; 3.8 ounce (106 gram) stand up pouch, PCR-S-008, PKG&QAP Stand Up Pouch, 8940-01-467-2222

WESTERN STYLE SCRAMBLED EGGS WITH UNCURED HAM, CHEESE, PEPPERS AND ONIONS; 2.7 ounce (76 gram) stand up pouch, PCR-E-001, PKG&QAP Stand Up Pouch, Type II, 8940-01-571-0178

**2. STARCHES AND SOUPS**

CEREAL, ROLLED OATS, INSTANT, REGULAR, MAPLE AND BROWN SUGAR; 70 gm (2.5 oz) flex pg, CID A-A-20090, PKG&QAP, Type III, Style 1, Flavor C, 8920-01-509-3847

CEREAL, ROLLED OATS, INSTANT, REGULAR, STRAWBERRIES AND CREAM; 70 gm (2.5 oz) flex pg, CID A-A-20090, PKG&QAP, Type III, Style 1, Flavor F, 8920-01-509-3865

CORNBREAD; 2.5 oz (75 gm) flex pg, PCR-C-075, 8920-01-567-8725

GRANOLA, WITH MILK & BLUEBERRIES; 57 gm flex pg, PCR-G-003, Type I, 8920-01-556-1172

SOUP, NOODLE, RAMEN, INSTANT, FRIED NOODLE CUP/BOWL, CHICKEN, REDUCED SODIUM; 2.1 oz (60 gm) flex pg, CID A-A-20297, Type I, Style A, Flavor 2, Class b, Design B, PKG & QAP A-A-20297, 8935-01-613-1353

TORTILLAS, PLAIN; 2.1 oz (60 gm) flex pg, PCR-T-008, Flavor 1, 8920-01-525-3622

**3. DESSERT & SNACKS**

ALMONDS, UNBLANCHED, SMOKE FLAVORED; 19 gm flex pg, CID A-A-20164, PKG&QAP, Type VI, Style c, 8925-01-525-3597

CANDY, PAN COATED MILK CHOCOLATE DISKS; 47.9 gm (1.69 oz) flex pg, CID A-A-20177, PKG&QAP, Type IV, Style A, Flavor 1, 8925-01-008-0960

CANDY, PAN COATED, OVAL/ROUND, MILK CHOCOLATE WITH PEANUTS; 49.3g (1.74 oz) flex pg, CID A-A-20177, PKG&QAP, Type IV, Style B, Flavor 1, 8925-01-512-7627

CHEESE SPREAD, FORTIFIED, PLAIN, CHEDDAR; 28 gm flex pg, PCR-C-039, Type I, 8940-00-149-1059

CHEESE SPREAD, FORTIFIED, CHEDDAR, WITH JALAPENO PEPPERS; 28 gm flex pg, PCR-C-039, Type II, 8940-01-414-6122



**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

CINNAMON BUN; 3.5 oz (99 gm) flex pg, MIL-DTL-32221, PKG&QAP, Type II,  
8920-01-578-9089

COOKIES, SUGAR, PATRIOTIC; 56 gm flex pg, CID A-A-20295, PKG&QAP, Type I, Class 1, Bake Type a, Style D, Shape (b), 8920-01-556-9408

CORN KERNELS, PLAIN; 57 gm flex pg, CID A-A-20195, PKG&QAP, Type VI, Flavor 1, 8940-01-578-8895

CRACKERS, FORTIFIED, PLAIN; 1.33 oz (37.8 g) flex and vac pg, PCR-C-037, Type I, 8920-00-149-0795

CRACKERS, FORTIFIED, VEG; 1.33 oz (37.8 g) flex and vac pg, PCR-C-037, Type II, 8920-01-450-1921

CRANBERRIES, OSMOTICALLY DRIED, SLICED; 57gm (2 oz) flex pg, CID A-A-20299, PKG&QAP, Class 1, Sweetening option a, Type VII, Style B, Flavor 1, Fort a, Class (1), 8915-01-514-9298

DESSERT BAR, MOCHA; 1.4 oz (40 gm) flex pg, PCR-D-004, Flavor I, 8940-01-545-1786

DESSERT BAR, PEANUT BUTTER; 1.4 oz (40 gm) flex pg, PCR-D-004, Flavor II, 8940-01-545-1787

DESSERT BAR, CHOCOLATE BANANA NUT; 1.4 oz (40 gm) flex pg; PCR-D-004, Flavor III, 8940-01-545-1789

FIRST STRIKE BAR, CHOCOLATE, REGULAR; 2.3 oz (65 gm) flex pg, PCR-F-001, Flavor I, Style A, Type I, 8940-01-551-6059

FIRST STRIKE BAR, CRAN-RASPBERRY, REGULAR; 2.3 oz (65 gm) flex pg, PCR-F-001, Flavor III, Style A, Type I, 8940-01-551-6066

MUFFIN TOP, MAPLE, *TRANS-FAT FREE*; min 2.2 oz (62 gm) flex pg, PCR-C-007, Type III, Flavor 2, Style 2, 8920-01-579-3687

NUTS AND RAISINS WITH PAN COATED CHOCOLATE DISKS; 2.3 oz (66 gm) flex pg, PCR-N-003, Type II, 8940-01-523-0786

PEANUT SPREAD, SMOOTH, CHOCOLATE, REGULAR, STABILIZED, FORTIFIED, SALTED, CONVENTIONAL; 28 gm flex pg, A-A-20328, PKG&QAP, Form (a), Class A, Type a, Fortification ii, Seasoning (a), Agricultural Practice (1), Style II, Texture 1, Flavor (2), 8930-01-527-8226

POUND CAKE, MARBLE, *TRANS-FAT FREE*; 2.5 oz (71 gm) flex pg, PCR-C-007, Type I, Flavor 11, Style 2, 8920-01-545-1391

POUND CAKE, VANILLA, *TRANS FAT FREE*; 2.5 oz (71 gm) flex pg, PCR-C-007 Type I, Flavor 1, Style 2, 8920-01-348-4694

FILLED PRETZELS, CHEDDAR CHEESE; 51 gm flex pg, CID A-A-20195, PKG&QAP, Type II, Style F, Flavor 1, 8940-01-479-1850

RAISINS, OSMOTICALLY DRIED; 43 gm (1.5 oz) flex pg, CID A-A-20299, PKG&QAP, Class (1), Sweetening option a, Type IX, Variety A, 8915-01-525-3543

TOASTER PASTRIES, CHOCOLATE CHIP, SWIRRELED AND/OR DRIZZLED FROSTING; 45 gm ind serv flex pg, CID A-A-20211, PKG&QAP, Type I, Fortific. b, Grain Comp. (1), Agric. Practice i, Servings (a), Style B, Flavor 12, Icing Option (c), 8920-01-553-3111

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)****4. BEVERAGES**

BEVERAGE POWDER, CARBOHYDRATE, GRAPE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN; 34 gm flat interlocking closure pouch, PCR-B-055, Formulation a, Design B, Flavor 2, 8940-01-701-8158

BEVERAGE POWDER, CARBOHYDRATE, LEMON-LIME, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN; 34 gm flat interlocking closure pouch, PCR-B-055, Formulation a, Design B, Flavor 3, 8960-01-523-6346

BEVERAGE POWDER, CARBOHYDRATE, ORANGE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN; 34 gm flat interlocking closure pouch, PCR-B-055, Formulation a, Design B, Flavor 4, 8960-01-523-6344

BEVERAGE POWDER, CARBOHYDRATE, TROPICAL PUNCH, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN; 34 gm flat interlocking closure pouch, PCR-B-055, Formulation a, Design B, Flavor 5, 8960-01-523-6348

BEVERAGE BASE, SWEETENED WITH NON-NUTRITIVE SWEETENER, ORANGE, FORTIFIED WITH ASCORBIC ACID AND CALCIUM; 3.0 gm lap or fins seal pouch, CID A-A-20098, PKG&QAP, Design D, Type III, Flavor 1, Formulation h, 8960-01-584-8726

CHOCOLATE PROTEIN DRINK POWDER; 2.5 oz (70 gm) flex pg, PCR-C-082, 8960-01-582-6624

COCOA BEVERAGE POWDER, SUGAR SWEETENED, WITHOUT MARSHMALLOWS, MILK CHOCOLATE; 35 gm flex pg, CID A-A-20189, PKG&QAP, Type I, Style B, Flavor A, Design B, 8960-00-170-8446

FLAVORED INSTANT CAPPUCINO, REGULAR, IRISH CREAM; 28 gm flex pg, CID A-A-20336, PKG&QAP, Type V, Style A, Flavor 4, Design B, 8955-01-556-0077

**5. OTHER**

SPOON, PICNIC PLASTIC, HIGH IMPACT; 7 in; CID A-A-3109, PKG&QAP, Type IV, Item 13, 7340-01-508-2742

**6. ACCESSORY PACKET COMPONENTS**

CHEWING GUM, TABLET, SUGAR-FREE, PEPPERMINT; 2 per pg, CID A-A-20175, PKG&QAP, Type 1, Size B, Style (1), Class 3, Flavor a, 8925-01-523-4997

CHEWING GUM, TABLET, SUGAR-FREE, CINNAMON; 2 per pg, CID A-A-20175, PKG&QAP, Type I, Size B, Style (1), Class 3, Flavor c, 8925-00-680-0708

COFFEE, SPRAY DRIED, AGGLOMERATED OR FREEZE DRIED; 1.5 gm flex pg, CID A-A-20184, PKG&QAP, Type II or III, Style A, 8955-01-304-3619

CREAMER, NON-DAIRY, DRY, REGULAR; 4 gm flex pg, CID A-A-20043, PKG&QAP, Style I, Flavor A, 8940-00-782-3161

HAND WIPE, NON-ANTIMICROBIAL, INDIVIDUALLY WRAPPED; CID A-A-461, PKG&QAP, Type I, Style 2, Packaging a, 8520-01-507-9741

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

HOT SAUCE, EXTRA HOT; 4X; 1/8 fl oz flex pg, CID A-A-20097, PKG&QAP, Type II, 8950-01-578-9037

MATCHES, SAFETY; CID-A-A-59489, PKG&QAP, Type I, Class B, 9920-00-174-3194

TOILET TISSUE, INSTITUTIONAL, FOLDED, ONE PLY, PERFORATED, 4-1/2: BY 4-1/2"; CID A-A-59594, PKG&QAP, Type A, Class 1, Sheet size b, 8540-01-508-3708

SUGAR, REFINED GRANULATED, CANE OR BEET; 2.8 gm pg, CID A-A-20135, PKG&QAP, Type I, Style A, 8925-00-205-3144

**C-3 DATE OF PACK****A. RATION ASSEMBLY**

1. For assembled ration: Acceptance will be limited to assembled rations containing components which have been processed and packed subsequent to date of award, except as otherwise specified below.
2. No product shall be older than 180 days (from date of product production) at time of final assembly, unless authorized by the Contracting Officer. These timelines are not applicable if a shorter time is required by the contract or the product document (ACR, PCR, CID, etc.).
3. For crackers at the ration assembly: The crackers shall not be more than 90 days old at time of unit packaging.

**B. RATION COMPONENTS**

1. Acceptance of components will be limited to product processed and packed subsequent to date of award.

**C-4 MISCELLANEOUS REQUIREMENTS****A. COMPLIANCE WITH APPLICABLE REGULATIONS**

1. The Contractor shall comply with 21 CFR §110 "Current Good Manufacturing Practice in Manufacturing, Packaging, or Holding Human Food" and/or 21 CFR §117 "Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food", and other applicable regulations. The Contractor shall ensure all sub-contractors comply with all applicable regulations. In addition, the contractor is required to comply with all applicable parts of the Code of Federal Regulations.

2. All products shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, processing, thermoprocessing, packaging, labeling, packing, storage, and distribution of those products.

**B. PERFORMANCE, PACKAGING AND QUALITY SPECIFICATIONS**

1. This solicitation incorporates the individual Performance-Based Contract Requirements (PCR), Product Contract Requirements (PCR), Military Detail documents (MIL-DTL), Military Performance documents (MIL-PRF), military specifications, Commercial Item Descriptions (CID), Sodium Chloride monograph, and Packaging Requirements and Quality Assurance Provisions (PKG&QAP) to form an integrated technical data package.

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

2. Unless otherwise specified in Section C, D, or E of this document, Section C, D, and E of the ACR are applicable in their entireties.

3. Unless otherwise specified in Sections C, D, or E of this document, the packaging provisions and quality assurance provisions (verifications) for individual component items are cited in their respective PCRs, MIL-STDs, MIL-PRFs, PKG&QAPs, and MIL specs.

4. ALL requirements, including Performance Requirements, Quality Assurance Provisions, and Packaging Requirements for the applicable acquisition document apply.

5. End-item primary packaging materials in contact with and any substances packaged within and in contact with the packaged end-item food shall not contain per- or polyfluoroalkyl substances.

**C. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS**

1. As required by 48 CFR §246.408-70, Subsistence; AR 40-657 / NAVSUP 4355.4H / MCO P10110.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service; DLAR 4155.3, Inspection of Subsistence Supplies and Services; Provision 52.246-9044, Sanitary Conditions; and as clarified by the Armed Forces Food Risk Evaluation Committee, all Operational Ration Food Components shall originate from establishments sanitarily approved for supplying the specific food item.

2. Sanitary approval is established by:

*a.* Listing in the Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement (Worldwide Directory) as established by the U.S. Army Public Health Center (USAPHC) or

*b.* An establishment specifically exempted from listing in the Worldwide Directory by AR 40-657 / NAVSUP 4355.4H / MCO P10110.31H paragraph 2-15a(2)(a) through (i).

3. This requirement applies to all Operational Rations and all Government Furnished Materiel (GFM) and CFM Operational Ration food components.

4. Requests for inspection and Worldwide Directory listing by USAPHC will be routed through DLA Troop Support-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, DLA Troop Support-FTR, in coordination with the Chief, Approved Sources Division, USAPHC.

5. In addition to the above, all producers of food components shall be listed in the Worldwide Directory, as determined by USAPHC.

**D. NUTRITIONAL REQUIREMENTS**

1. A nutritional analysis for each product requiring a PDM shall be provided to the U.S. Army Natick Soldier Research, Development & Engineering Center (NSRDEC) within two weeks of the award of the contract and each time there is a major formulation change.

2. The Nutritional analysis shall be generated by the Genesis® R&D Food Analysis and Labeling Software (ESHA Research, Salem, OR, USA), version 9.0 or higher. The analysis shall be sent electronically to NSRDEC (attn.:

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**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

Julie Smith (julie.e.smith30.civ@mail.mil).

- a. The Genesis<sup>®</sup> food list files shall be provided for a 100 gm portion.
  - b. Genesis<sup>®</sup> food item files shall be included in the analysis file.
3. The ingredients and weight of each ingredient shall be included for each formulation.
- a. Nutrients included shall be:

Nutrient	Measurement	Nutrient	Measurement
Weight	gram	Kilocalorie	C
Protein	gram	Carbohydrate	gram
Dietary Fiber	gram	Fat (Total)	gram
Cholesterol	milligram	Fat (Saturated)	gram
Water	gram	Fat (Monounsaturated)	gram
Ash	gram	Fat (Polyunsaturated)	gram
Vitamin A	IU	Fat (Trans)	gram
Riboflavin	milligram	Thiamin (B <sub>1</sub> )	milligram
Vitamin B <sub>6</sub>	milligram	Niacin (B <sub>3</sub> )	milligram
Vitamin C	milligram	Vitamin B <sub>12</sub>	milligram
Vitamin E (α-equivalents)	IU	Vitamin D	IU
Calcium	milligram	Folate	microgram
Iron	milligram	Copper	milligram
Phosphorus	milligram	Magnesium	milligram
Sodium	milligram	Potassium	milligram
Zinc	milligram		

- b. The nutrients as required under the Nutrient Content paragraph and the verification of the nutrients as required under the Methods of Inspection paragraph in each PCR is mandatory.
- c. Nutrient measurements shall be to the first decimal.

**E. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS**

1. Integrated Pest Management (IPM) Program Requirements for Operational Rations," of November 2017 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The IPM program shall be in existence prior to contract award. The IPM plan shall be submitted to DLA Troop Support. The associated pesticide labels and MSDS documents are not to be submitted to DLA Troop Support, unless specifically requested by the Contracting Officer. The contractor shall have these documents available for on-site review during a Pest Management Audit, Quality Systems Management Visit (QSMV), or Quality Systems Compliance Audit. Evidence of any insect, rodent or pest infestation discovered in contact with materials or equipment used in the production of or found in an end-item component or assembly lot shall be cause for rejection of the involved lot. DLA Troop Support shall be notified within 24 hours when such pest activity has been found and informed of the corrective actions taken. IPM program requirements are found on the DLA Troop Support website at: <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>

**F. FOOD DEFENSE**

1. The submission and implementation of a Food Defense Plan is required for this DLA Troop Support

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**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

Subsistence contract. A Food Defense Plan shall be in existence prior to start of production. The plan shall address those areas of concern listed in the DLA Troop Support Food Defense Checklist applicable to the contractor's facility/operation. To download a copy of the DLA Troop Support Food Defense Checklist, <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx> or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Food Defense Branch (DLA Troop Support-FTSB). Submit Food Defense Plans to the applicable DLA Troop Support Contracting Officer. The Quality Audits & Food Defense Branch (DLA Troop Support-FTSB) is the only DLA Troop Support office authorized to review and approve Food Defense Plans. All Food Defense Plans are maintained and secured by FTSB.

**G. CONTRACTOR SANITATION PROGRAM**

1. The "Contractor Sanitation Program - Operational Rations," of November 2015 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation/contract. The Contractor Sanitation Program shall be in existence prior to contract award. The program is not to be submitted to DLA Troop Support unless specifically requested by the applicable DLA Troop Support Contracting Officer. The contractor shall have the program available for on-site review during a QSMV or Quality Systems Compliance Audit. Evidence of any insect, rodent or pest infestation; foreign material; or contamination discovered in contact with an end-item component or assembly lot shall be cause for rejection of the involved lot. Contractor Sanitation Program requirements are found on the DLA Troop Support website at: <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>

**H. ADDITIONAL REQUIREMENTS**

1. Approval or acceptance of a Product Demonstration Model (PDM) shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.
2. Components shall be utilized in assembly operation on oldest-date-of-pack basis. Contractor shall be solely responsible for the proper care and storage of all components.
3. The contractor shall maintain a master list of producers for all food components used in this ration. A producer is defined as the establishment who is responsible for placing the bulk food into a serving size package. The master list of producers shall be submitted to the Contracting Officer within 30 days of contract award.
4. The following applies to perishable raw and cooked beef, chicken, pork, turkey and other meats used in the production of operational rations:
  - a. All perishable meats shipped from the supplier to the processing plant shall be accompanied by either a USDA Grading Certificate (if required) or a Certificate of Conformance indicating compliance to specified requirements, including initial chilling or freezing date of the product, as applicable.
  - b. The ingredient supplier shall certify compliance with processing and packaging requirements for formed or breaded meats. Under no circumstance shall any meat or meat product be older than 180 days at time of use.
  - c. Chilled meats: Meats received in the chilled state shall not have been previously frozen and shall have been held at an internal temperature between 28°F and 40°F for a period not to exceed four days following initial chilling and prior to preparation and final processing.

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**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

(1) Upon arrival at the processing plant, if chilled product is not used within 72 hours, it shall be frozen and stored at a temperature not to exceed 0°F.

(2) Frozen product must be used within 180 days after slaughter

*d.* Frozen meats: Frozen meats received at the processing plant may be accepted provided the product internal temperature has never exceeded 20°F. Upon arrival at the processing plant, if not used immediately, the product shall be stored at a temperature not to exceed 0°F and must be used within 180 days after slaughter.

5. All items thermostabilized by retorting shall be sealed and in the retort process within two hours of filling.

6. Maximum stacking height of assembled ration unit loads shall not be greater than four high.

7. In view of the fact that the ANSI/ASQ Z1.4 Standard does not contain the definitions for critical, major, and minor defects, the following definitions become contractually binding through their inclusion here:

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

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

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

8. AGE OF INGREDIENTS: Contractors formulating and producing end-item operational rations food items, and for each item that is manufactured, shall maintain a list of ingredients (generic name, brand name, producer name, or supplier name in case of bulk packed plant or animal ingredients, country of origin) and the time and temperature serviceability limitations the contractor will impose on each ingredient. Each ingredient's time limitation is to be calculable using its date of pack as the starting point. A copy of this list will be made available to the Contracting Officer or to the in-plant Government Quality Assurance Representative (GQAR) upon either's request. This paragraph does not modify time and/or temperature limitations specified for ingredients elsewhere in this solicitation/contract, including its technical data package and product specifications.

9. INGREDIENTS FROM FOREIGN SOURCES: When ingredients are from a foreign country, the contractor shall have that ingredient listed on their "Master List of Ingredients from Foreign Sources". For each ingredient, the Master List shall list the ingredient, the country of origin, and the product(s) in which the ingredient is used. The Master List shall be updated as necessary. The Master List shall be provided to the in-plant GQAR and, upon request, to DLA Troop Support Contracting Officer.

10. SHIPPING AND COMINGLING OF LOTS

*a.* Formation of Lots: In order to facilitate lot traceability at the assembler's plant, the following is

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**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

required:

(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) 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. Assemblers shall assemble on a first produced (and accepted) first out basis.

(3) A "mixed code lot" is defined as a lot consisting of small quantities of components representing different lots. Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped to the assembler 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.

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

(1) Mixed lots are small quantities of components representing different lots. These lots may be received from suppliers and/or may include component material from the salvage operation or other sources that has been determined to be conforming and authorized for use in assembly.

(2) Unit loads containing mixed code lots shall be identified as such by the use of unit load marking panels. The unit load marking panels shall list all the lots contained on the pallet; they shall be affixed to two sides of the unit load.

(3) The assembly contractor may periodically assemble the mixed lots into one lot. Mixed lot components shall be exhausted by assembling them into a final lot at least once every quarter but may be assembled into two consecutive production days if not more than once a month. For the purpose of precluding residual mixed lot components, all mixed lots components in-house prior to the final week of scheduling assembly production, shall be used in final assemblies delivered under this contract. When the original lot of a component is still available at the assembly plant, components, including inspection samples, will be returned to their original lot for assembly into finals.

**C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS****A. PCR-F-001A, First Strike Bars:**

1. The Microbiological requirements for C-2, J.(1) Aerobic plate count and J.(2) Yeast and mold are not applicable.

**B. *Salmonella* Testing:**

1. Product verification sampling for *Salmonella* testing When USDA verification of microbiological requirements is specified in the solicitation, contract, or purchase order, microbiological testing shall be performed on five individual samples regardless of lot size. Each individual sample shall be comprised of the

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**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

number of randomly drawn filled and sealed pouches necessary to yield a minimum sample weight of 28 g (1 oz).

C. PCR-N-003, Nut & Fruit Mix:

1. Until further notice or for the duration of this contract, the microbiological requirement for *Salmonella* testing is not required.

2. Page 13, Section E-5, § B (4) b. Aflatoxin testing, Disregard text and read as:

“b. Aflatoxin testing. Aflatoxin content testing. Compliance with aflatoxin testing requirements can be achieved in either of the two methods (A) or (B) described below. Note that method (B) requires certain conditions to be met.

Method (A): The sample to be analyzed shall be a composite of the finished product taken from a set of eight filled and sealed pouches which have been selected at random from the lot. The composited sample shall be prepared and analyzed in accordance of the OMA of AOAC International, method 991.31A-F, H, or 998.03, with preparation of the sample performed according to AOAC Official Method 977.16. Test results shall be reported to the nearest whole number. Government verification will be conducted through actual testing by a Government laboratory. Any result not conforming to the requirement shall be cause for rejection of the lot.

Method (B): For prepackaged product (Types I, II, or III) received from a supplier that is not further processed or repackaged, the contractor will furnish a Certificate of Analysis that the aflatoxin in the finished product is not greater than 15 parts per billion (ppb). No additional testing is required. Results shall be reported to the nearest whole number.

For roasted peanuts, almonds, filberts, walnuts, and sunflower kernels received in bulk (to be used in finished product for Types I, II, or III), the contractor can accept a USDA certificate that the aflatoxin in the bulk ingredient lot is not greater than 15 ppb. (See the note at the bottom of this section.) If a USDA certificate does not accompany the ingredient bulk lot, the following alternate method of inspection may be used. The contractor shall have the bulk shipment sampled and tested by USDA. (Sampling of nut and kernel ingredients shall take place at the contractor location where the finished product will be placed into the pouch.) Steps (i) through (v) below apply to roasted peanut bulk lots. Step (vi) applies to almonds, filberts, walnuts, and sunflower kernels.

Three sets of representative, independently-drawn samples shall be submitted to the laboratory for testing - the number of sampling points and quantity of peanuts per sampling point to be determined using USDA procedures. Each of the three sets of samples shall be composited and respectively designated as test sample 1, test sample 2, and test sample 3.

Lots will be reported as negative for aflatoxin if test sample 1 has an aflatoxin level at or below 5 ppb. If test sample 1 is at or above 25 ppb the lot fails.

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

If the aflatoxin level for test sample 1 is above 5 ppb and less than 25 ppb, test sample 2 may be analyzed. Test results for test sample 1 and 2 will be averaged.

If the average aflatoxin level for test samples 1 and 2 is 10 ppb or less the lot will be reported as negative for aflatoxin, but fails if the aflatoxin level is at or above 20 ppb. If the average value for test samples 1 and 2 is above 10 ppb but less than 20 ppb, test sample 3 may be analyzed. The results of test samples 1, 2 and 3 will be averaged. If the average aflatoxin level for test samples 1, 2, and 3 is 15 ppb or less the lot will be reported as negative for aflatoxin. If the average aflatoxin level for test samples 1, 2, and 3 is above 15 ppb the lot fails.

Bulk lots determined to be conforming for aflatoxin as evidenced by a USDA certificate, in accordance with the above procedures will be considered acceptable for use as ingredients as long as both the bulk and end item lots' identities have been preserved and the bulk lot has been maintained under acceptable conditions (i.e., between approximately 40°F to 50°F at low humidity). Results shall be reported to the nearest whole number. Bulk roasted peanuts with aflatoxin greater than 15 ppb shall not be used as ingredients.

Bulk ingredient lots of almonds, filberts, walnuts, and sunflower kernels shall be sampled using USDA/AMS sampling procedures to yield one or two 10-pound composites, depending on the lot size. The number of sample points accessed to create the 10-pound composite(s) will be based on the bulk lot size in pounds and USDA/AMS sampling procedures. The composites will be tested by the USDA/AMS laboratory using the designated methods and reported on a USDA/AMS laboratory report. Bulk ingredient lots with aflatoxin results not greater than 15 ppb will be considered acceptable for use as long as the bulk and end item lots' identities have been preserved and the ingredients are maintained under acceptable conditions (i.e., between approximately 40°F to 50°F at low humidity). Results shall be reported to the nearest whole number. Bulk lots of almonds, filberts, walnuts, or sunflower kernels with aflatoxin greater than 15 ppb shall not be used as ingredients.

NOTE: A USDA Certificate of Analysis on roasted peanuts, almonds, filberts, walnuts, and sunflower kernels from the most recent crop year which have been kept in cold storage (between approximately 40°F to 50°F at low humidity) is acceptable. Contractor must attest to these storage conditions. If storage conditions for roasted peanuts are not established, a USDA certificate of analysis for aflatoxin on roasted peanuts will be considered current if not more than 30 days have elapsed since the date of the analysis.”

D. The following applies to Section D-2 in PKG&QAP A-A-20195 Snack Foods and PKG&QAP A-A-20295 Cookies:

1. For commercially packaged items that are overwrapped, the above information shall be printed on either the inner or outer package or both. The product name and date shall be printed on the outer package.
2. When the color of the primary food component pouch is not indicated in the applicable product specification, the complete exterior surface of the pouch shall be uniformly colored in the range of 20219, 30219, 30227, 30279,

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**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

30313, 30324, or 30450 of SAE AMS -STD-595, Colors Used in Government Procurement.

3. Page 12, foot note "5/", after "...verified by", disregard "USDA" and read as "GQAR"

E. ACR-C-018, Meal Cold Weather (MCW), Assembly Requirements

1. Page 5, "Sugar, White, Refined, and Sugar, Brown White (Refined) Granulated (fine or extra fine) Conventional, 1/7 Ounce" read as ""Sugar, White, Refined, and Sugar, Brown White (Refined), Granulated (fine or extra fine) Conventional, 2.8 gm"

F. DLA Troop Support Form 3507, Loads, Unit: Preparation of Semipeishable Subsistence items, Apr 2014:

1. Page 1, At "Reference Documents, (1). Pallets and Construction":

Delete "ANSI MHIA MH1-2005: Part 3, Wood Pallets and Part 9, Wood Pallets for Military Use" and insert: "ANSI MHI MN1-2016; Part 3, Wood Pallets and Part 9, Wood Pallets for Department of Defense Use"

2. Page 2, At "(5) Sampling and Test Procedures":

Delete "ANSI/ASQC Z. 1.4 - Sampling Procedures and Tables for Inspection by Attributes" and insert "ANSI/ASQ Z1.4 - Sampling Procedures and Tables for Inspection by Attributes"

3. Page 2, At "General Requirements, Pallets":

Delete "Pallets: Unless otherwise specified herein, or by contract, pallets shall conform to Part 3 and Part 9 of ANSI MHIA MH1-2005. Pallets shall be Class 1, Type 2, Style 6, Size 2. For pallet loads under 1500 pounds, ref. Part 9, Table 4, ANSI Part No.MH1/9-02SW4048. For pallet loads 1501 to 3000 pounds, ref. Part 9, Table 4, ANSI Part No. MH1/9-05SW4048." and insert "Pallets: Unless otherwise specified herein, or by contract, pallets shall conform to Part 3 and Part 9 of ANSI MHI MH1-2016. Pallets shall be:

Class (Class 1): Stringer Pallet.

Type (Type 2): Partial four-way entry pallet with openings at both ends and sides with limiting accessibility of the openings to common handling equipment, i.e. notched stringer pallet and block pallet with overlapping bottom stringer boards and bottom deckboards, or panels.

Style (Style 6): Double-face, nonreversible. In addition, the pallet shall be "pallet, double-wing", as defined in ANSI MHI MH1-2016.

Size 2. 40 inch x 48 inch.

For pallet loads under 1500 pounds, ref. Part 9, Table 4, ANSI Part No.MH1/9-02SW4048. For pallet loads 1501 to 3000 pounds, ref. Part 9, Table 4, ANSI Part No. MH1/9-05SW4048.

Note: When unitizing individual field meals (MRE, MCW, LRP) and humanitarian ration (HDR), the top deck surface area "footprint" of the specified double wing pallet may be increased to reduce load overhang. Maximum top deck dimensions of (L) 43" x (W) 51.5" may be used. This option only applies to

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**

top deck board and stringer (length) dimensions.”

**G. Commercially Packaged Items Over-Wrapped In A Barrier Pouch - Method of Inspection - Net Weights**

1. When the use of commercially packaged items that are over-wrapped within a barrier pouch is required by or permitted by this contract, the following modifications to the methods of inspection for the conduct of net weight examination shall apply to both contractor and government end-item inspection, until further notice: a. Commercially wrapped product in pouch. The net weight marked on the label of the commercial pouch may serve as the method of inspection for verifying net weight conformance. The net weight may be verified with the label on the commercial package. Product not conforming to the net weight requirement in Section C of the product's technical requirements document and Section C of this solicitation/contract shall be cause for rejection of the lot. However, the Government reserves the right to perform net weight examination of product lots in accordance with the product's technical requirements document methods of inspection.

2. Without commercial wrap product in pouch. The net weight of the filled and sealed pouches shall be determined in accordance with the product's technical requirements document methods of inspection for net weight examination.

**H. Order of Precedence for Commercial Item Description (CID) and a Packaging Requirements and Quality Assurance Provision (PKG&QAP)**

1. Applicable to those individual rations components procured in conjunction with both a Commercial Item Description (CID) and a Packaging Requirements and Quality Assurance Provision (PKG&QAP), the PKG&QAP shall take precedence, unless elsewhere excepted in this solicitation/contract. In the event of conflict between those procedures, requirements, and inspections cited in a PKG&QAP and those cited in its associated CID, those procedures, requirements, and inspections cited in the PKG&QAP shall control.

**SECTION I - CONTRACT CLAUSES****I-2 Production Facility Changes**

Any change in the production facility initially stated in the contract must be approved by the Contracting Officer. Written requests for a change in production facilities must be submitted in writing to the Contracting Officer. Changes in production facilities may be approved provided:

- (1) Performance by small business or in labor surplus areas as required by the contract will not be changed.
- (2) The change will not cause a delay in delivery or necessitate a change in the purchase description.
- (3) The freight on board (F.O.B.) point is not changed; and
- (4) Each request is supported by a price reduction of \$250.00 to cover the Government's administrative costs to process the change.

The Government reserves the right to deny approval even if these four elements are met.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)****I-3 Food Defense**

Refer to Section E for Food Defense Plan Requirements

**I-4 Integrated Pest Management Plan**

Integrated Pest Management (IPM) Program Requirements for Operational Rations

Applicable to all Operational Rations Facilities

15 November 2017

**1. Scope and Applicability:**

- a. All contractors and/or subcontractors who manufacture, repackage, store, assemble, or ship Government Furnished Material (GFM) and/or Contractor Furnished Material (CFM) used in the production and/or assembly of operational rations are required to have an integrated pest management program in place. The IPM program implemented needs to adequately protect products from infestation and/or contamination by insects (or other arthropods), rodents, birds, or other animals. Contractors/ subcontractors supplying other than subsistence items for the Operational Rations programs are exempt from this requirement. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.
- b. The IPM program implemented shall comply with the Federal Food, Drug and Cosmetic Act; the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) as amended; and any regulations promulgated there under.
- c. SECTION RESERVED
- d. Contractors and/or subcontractors of products with Higher Level Quality Requirements (documented Quality Systems Plan required) must submit the following to DLA Troop Support-FTS as part of their Quality System Plan:
  - i. A statement on whether service is in-house or provided by an external provider. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.
  - ii. A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.
  - iii. A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

- iv. If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)?
- e. The IPM program shall be in existence prior to contract award. The program shall also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to ensure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under insanitary conditions.

**2. Integrated Pest Management (IPM) Program Concepts:**

- a. IPM may be defined as "the use of all appropriate technological and management techniques to bring about an effective degree of pest prevention and suppression in a cost-effective, environmentally sound manner". Accordingly, the goal of IPM is to minimize the adverse environmental impact of pesticides while achieving an acceptable level of control and cost effectiveness. The single most important aspect of IPM in the food processing and storage industry is SANITATION.
- b. Basic IPM Program Elements
  - i. Sanitation, housekeeping, and good manufacturing practices.
  - ii. Continuous product and facility inspections to include a pest surveillance program, utilizing pheromone surveillance technology.
  - iii. Proper facility design, maintenance, and physical pest exclusion.
  - iv. Proper stock handling and warehousing techniques.
  - v. Appropriate use of mechanical pest control techniques and trapping strategies.
  - vi. Proper selection and application of pesticides, using those of least toxicity where feasible.

**3. IPM Program Required Elements\***

- 4. \*This section (III.) contains those required elements of the IPM program for Operational Rations which should be addressed in the program implemented. All program elements should be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing to DLA Troop Support- FTSB thru the Contracting Officer for consideration.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

## a. Sanitation, Housekeeping, and Good Manufacturing Practices

- i. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation shall be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.
- ii. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.
- iii. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris shall be disposed of immediately. Waste receptacles shall be kept covered at all times.
- iv. Inbound conveyances shall be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation shall be immediately reported to DLA Troop Support. Outbound conveyances shall be inspected and rendered sanitary and pest free before loading.
- v. Damaged product shall not be placed in the general storage area. Damaged product discovered in the general storage area shall be removed to a designated rework/salvage area. The rework/salvage area shall be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, shall be expeditiously disposed of with the approval of the Contracting Officer when required.
- vi. Ingredient mixing/batching rooms/areas shall receive detailed attention to sanitation requirements. Product residues associated with such operations shall not be allowed to accumulate.
- vii. The facility grounds shall be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters shall be kept covered at all times.

## b. Product/Facility Inspections and Pest Surveillance

- i. All incoming products and materials, including packaging and packing materials shall be inspected upon receipt for evidence of pest infestation/contamination. Pallets should be clean and free of debris. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.

**SECTION I - CONTRACT CLAUSES (CONTINUED)**

ii. Daily facility walk-through sanitary inspections should be conducted in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

5. NOTE: The procedures in the following paragraph 3 must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program.
6. Insect surveillance shall be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items. NOTE: If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.
- a. Pheromone traps shall be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures shall be periodically changed in accordance with the manufacturer's recommendations. Damaged and/or dirty traps shall be changed when necessary.
- b. Trap monitoring should be accomplished jointly by contractor and pest control subcontractor personnel when an external service provider is used. The in-plant Government Quality Assurance Representative (GQAR) shall have access to the monitoring records. Reports of activity over an extended period without action being taken shall be reported to the Contracting officer and DLA Troop Support-FTS. A written corrective and preventive action plan from the contractor shall be requested if the problem persists.
- c. If insect activity is observed within contractor facilities by the GQAR during the course of contract operations, exclusive of pheromone traps and electrocution devices, the GQAR shall immediately, verbally, notify the contractor and confirm this in writing. A copy of the written report shall simultaneously e-mailed to the Contracting Officer and DLA Troop Support-FTS. The contractor shall take immediate action and submit a written corrective plan (including specimen identification by the Contractor's Pest Management Company or Qualified Pest Management personnel) within 5-working days to the Contracting Officer and DLA Troop Support-FTS.
- d. Facility Design, Maintenance, and Pest Exclusion
- i. Roofs and walls shall be maintained in a good state of repair to prevent leaks and accumulations of standing water.
- ii. All holes or gaps in interior and exterior walls shall be sealed as necessary on a continual basis.
- iii. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, shall be properly screened.
- iv. All door entrances shall be self-closing and constructed of rodent-proof material in such a

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

manner to preclude rodent entry when closed. Cargo or dock doors shall be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation shall be fitted with framed screen inserts to prevent insect entry.

- v. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

e. Stock Handling and Warehousing Techniques

- i. Infestible food components and ingredients shall be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches shall be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, shall be located at the lowest levels and consolidated for ease of monitoring and surveillance.
- ii. Two or more infestible components shall not be located on a single pallet.
- iii. Proper stock handling practices, designed to minimize product damage, shall be enforced throughout the course of contract operations.
- iv. Commercial ingredient items of an infestible nature shall be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items shall be segregated to the maximum extent possible, given the physical constraints of the storage facility.

f. Mechanical Control and Trapping Strategies

- i. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices shall be included.
- ii. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.
- iii. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.

**SECTION I - CONTRACT CLAUSES (CONTINUED)**

iv. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices shall be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

g. Pesticide Selection and Application 1. Applicator and Pesticide Documentation

1. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), shall only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/ certifications for in-house (contractor) personnel applying "Restricted Use" pesticides on the premises shall be provided. Legible copies of product labels for any "Restricted Use" pesticide proposed for use shall be available for on-site review and/or provided upon written request from the Contracting Officer.

2. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for in-house personnel applying "General Use" pesticides on the premises shall be provided, if not commercially certified as above. Legible copies of product labels for any "General Use" pesticide proposed for use shall be available for on-site review and/or provided upon written request from the Contracting Officer.

ii. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides shall be left to the discretion of the contractor or the pest control subcontractor. Pesticide application and treatment records shall be kept for each facility treated and shall be maintained for a minimum of one (1) year. These treatment records shall be made available to the Government upon request and shall be reviewed during Quality Systems Audits or other visits to the establishment.

h. NOTE: Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), shall be applied in accordance with MPI directives and with the approval of the GQAR in Charge. NOTE: In no case shall product, pouches/pouch material, meal bags/material, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

7. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations shall be of the tamper proof type and secured for safety. The locations of the exterior bait stations shall be indicated on the facility maps or layouts. Rodenticides shall not be used in processing, assembly, or storage areas.

8. If a requirement exists for the use of toxic rodent tracking powders, a DLA TROOP SUPPORT entomologist shall first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the

**SECTION I - CONTRACT CLAUSES (CONTINUED)**

discretion of the pest control service person.

9. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. If fumigation is necessary, DLA Troop Support may request the source of the capability and a copy of the subject certification be provided.

- a. NOTE: Retorted and pouch sealed components, as well as final assembled rations, shall not be fumigated unless authorized by the Contracting Officer (and as recommended by the DLA Troop Support Food Safety Office or DLA Troop Support FTS).

10. Required Notifications

- a. Intended changes, additions, deletions, or other proposed modifications to an IPM program which impacts products intended for Government use shall be submitted to the Contracting Officer for evaluation by a DLA Troop Support-FTS before implementation.
- b. The Contracting Officer shall be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic and/or e-mail notification to the Contracting Officer and DLA Troop Support-FTS Entomologist is required by the contractor and/or the GQAR as applicable.
- c. The GQAR and/or DLA Troop Support-FTS will inform contractors of unfavorable pest situations, as they are determined or observed during daily sanitary inspections or during audits. The contractor is required to submit a corrective and preventive action plan describing what actions are being taken to correct the unfavorable situation.

**I-5 Quality Systems Plan (QSP)**

Refer to Section E for detailed requirements for a QSP.

**I-6 Small Business/Subcontracting Plan**

**\*\*Small Business/Subcontracting Plans must address all 15 elements of FAR 52.219-9(d).**

Large business contractors must indicate what portion of the contract will be sourced from both Large Business (LB) and Small Business (SB). Under the portion to be sourced from Small Business, each subcategory (i.e., Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns) must address goals in terms of percentages and total dollars. This information must be provided for the performance period of the contract.

See FAR 2.101 and FAR 19.102 for small business definitions size standards.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

The percentages must be formulated using the total to be sourced (i.e., both large and small business total dollars) as the divisor. The offeror must describe the proposed SB, SDB, WOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the product supplier levels.

These figures must pertain to the proposed acquisition only. These figures will represent what percentage/dollar value of products are to be supplied under this contract by a SB, SDB, WOSB, SDVOSB, and HZSB manufacturer, grower, or private label holder.

The contractor must obtain at least 32% of the supplies for proposed contract from all SB firms (vs. LB firms) as indicated in the DoD Office of Small Business Programs pertaining to current subcontracting goals. Within the subcategories, the Contractor will obtain the minimum percentage for the following goals: 22% from SB, with individual SB subcategories goals of 5% from SDB, 5% from WOSB, 3% from SDVOSB firms, and 3% from HZSB firms.

Example and format:

The following is the preferred format for the submission of small business data.

	<b><u>Dollars</u></b>	<b><u>Percent</u></b>
Total Contract Price:	\$1,000,000	100%
Total to be Subcontracted:	\$900,000	90%
To Large Business:	\$630,000	70%
To Small Business:	\$270,000	30%
SB:	\$63,000	7%
SDB:	\$63,000	7%
WOSB:	\$45,000	5%
SDVOSB:	\$36,000	4%
HZSB:	\$36,000	4%

\*Note: Total Contract Price cannot be equal to Total to be Subcontracted

Notes:

- (1) Please ensure offeror dollars are not included in the total subcontracted dollar value. The total contract value and total subcontract value must not be the same.
- (2) When calculating figures for the chart above, the business size of the manufacturer, grower, private label holder is to be considered, NOT the business size of the broker/agent that may have supplied the product to the Contractor.