

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE	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. SPE3S126R0007
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2026 JUN 09
		<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		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

The following changes apply to solicitation SPE3S1-26-R-0007:

1. On page 85, Section I - Contract Clauses, delete:

252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES---REPRESENTATION (DEVIATION 2021-00003) (APR 2021)

2. On page 86, Section I - Contract Clauses, delete:

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023) FAR

3. On page 86, Section I - Contract Clauses, delete:

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR

4. On page 86, Section I - Contract Clauses, delete:

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR

5. On page 86, Section I - Contract Clauses, delete:

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR

6. On page 99, Section K - Representation, Certifications and Statements, delete:

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR

7. On page 100, Section K - Representation, Certifications and Statements, delete:

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (OCT 2020) FAR

8. On page 100, Section K - Representation, Certifications and Statements, delete:

52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- REPRESENTATION AND DISCLOSURES (DEC 2023) FAR

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**

Line	NSN	Item	Estimated Yearly Quantity (EA)
0001	8960-01-631-1103	Beverage Base, Sweetened with Non-Nutritive Sweetener, Cranberry Grape	1,515,000
0002	8960-01-527-8377	Beverage Base, Sweetened with Non-Nutritive Sweetener, Lemonade	1,515,000
0003	8960-01-584-8726	Beverage Base, Sweetened with Non-Nutritive Sweetener, Orange, <u>Fortified</u> with Ascorbic Acid and Calcium	4,545,000
0004	8960-01-527-8378	Beverage Base, Sweetened with Non-Nutritive Sweetener, Raspberry	1,515,000
0005	8960-01-505-4236	Beverage Powder, Carbohydrate, Electrolyte, Grape	6,060,000
0006	8960-01-505-4240	Beverage Powder, Carbohydrate, Electrolyte, Orange	6,060,000
0007	8960-01-523-6346	Beverage Powder, Carbohydrate, Fortified with Ascorbic Acid and Enhanced with Maltodextrin, Lemon-Lime	2,523,990
0008	8960-01-523-6344	Beverage Powder, Carbohydrate, Fortified with Ascorbic Acid and Enhanced with Maltodextrin, Orange	2,523,990
0009	8960-01-523-6348	Beverage Powder, Carbohydrate, Fortified with Ascorbic Acid and Enhanced with Maltodextrin, Tropical Punch	2,523,990
0010	8940-00-782-3161	Creamer, Non-Dairy, Dry, Regular	18,180,000
0011	8960-01-691-7254	Fruit and Vegetable Blend Juice Smoothie Powder, Tropical Blend	1,515,000
0012	8960-01-613-1433	Beverage Powder, Carbohydrate, Enhanced with Caffeine, Lemon-Lime	3,030,000
0013	8960-01-729-6763	Beverage Powder, Carbohydrate, Enhanced with Caffeine, Mixed Berry	3,030,000

These estimated quantities are 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 each Rations National Contract (RNC) Beverage component are as follows (Unit of measure for each component is each (EA)):

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

<u>Line</u>	<u>Item</u>	<u>Guaranteed Min. (5 tiers)</u>	<u>Maximum (5 tiers)</u>
0001	Beverage Base, Sweetened with Non-Nutritive Sweetener, Cranberry Grape	1,262,500	18,937,500
0002	Beverage Base, Sweetened with Non-Nutritive Sweetener, Lemonade	1,262,500	18,937,500
0003	Beverage Base, Sweetened with Non-Nutritive Sweetener, Orange, Fortified with Ascorbic Acid and Calcium	3,787,500	56,812,500
0004	Beverage Base, Sweetened with Non-Nutritive Sweetener, Raspberry	1,262,500	18,937,500
0005	Beverage Powder, Carbohydrate, Electrolyte, Grape	5,505,000	75,750,000
0006	Beverage Powder, Carbohydrate, Electrolyte, Orange	5,505,000	75,750,000
0007	Beverage Powder, Carbohydrate, Fortified with Ascorbic Acid and Enhanced with Maltodextrin, Lemon-Lime	2,103,325	31,549,875
0008	Beverage Powder, Carbohydrate, Fortified with Ascorbic Acid and Enhanced with Maltodextrin, Orange	2,103,325	31,549,875
0009	Beverage Powder, Carbohydrate, Fortified with Ascorbic Acid and Enhanced with Maltodextrin, Tropical Punch	2,103,325	31,549,875
0010	Creamer, Non-Dairy, Dry, Regular	15,150,000	227,250,000
0011	Fruit and Vegetable Blend Juice Smoothie Powder, Tropical Blend	1,262,500	18,937,500
0012	Beverage Powder, Carbohydrate, Enhanced with Caffeine, Lemon-Lime	2,525,000	37,875,000
0013	Beverage Powder, Carbohydrate, Enhanced with Caffeine, Mixed Berry	2,525,000	37,875,000

Note: Surge Quantities are applicable to all RNC Beverage components. See Section C for Surge and Sustainment Plan requirements, Section L for Surge and Sustainment submissions procedures, and Section M for Surge and Sustainment evaluation criteria.

Note: The Government guarantees that it will order the minimum of units stated above in Section A. Indefinite-Quantity Contract (IQC) Quantities during the life of the resultant contract(s). The guaranteed minimum quantity may be ordered during any tier period or combination of tier periods. The Government may fulfill the guaranteed minimum quantity by issuing a single delivery order or any number of delivery orders. Any quantities ordered by the Assemblers shall contribute towards satisfying the Government's guaranteed minimum quantity. However, in fulfilling the guaranteed minimum quantity, the total dollar value expended by the Government shall not exceed the dollar value of the guaranteed minimum quantity procured at the lowest unit price established under the contract(s) and is hereafter referred to as the "guaranteed minimum dollar value." If an offeror is awarded multiple line items, then the total guaranteed minimum dollar value for the contract(s) shall be the sum of each awarded line item's guaranteed minimum dollar value. The Government will be considered to have fulfilled its obligation to order the guaranteed minimum quantity when the guaranteed minimum dollar value has been met.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**C. Delivery Schedule**

RNC Beverage components are F.O.B. Destination, and one price must be offered for all Meal, Ready-to-Eat (MRE) assembler locations:

AmeriQual Packaging
225 West Morgan Avenue
Evansville, IN 47710

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

Baxters North America
4700 Creek Road
Cincinnati, OH 45242-8330

Note: Some or all of these locations could change during the performance of the contract, and delivery must be made to the specified delivery destination at no additional cost to the Government. Actual ordering quantities and shipping information will be provided in individual delivery order(s). Orders will be placed on an F.O.B Destination basis only. The MRE Assemblers will be responsible for ordering and developing delivery schedules for RNC components. Section H-1 further details RNC component ordering.

B-2 General Information

DLA Troop Support will establish a RNC with component manufacturers, and will authorize the Meal, Ready-to-Eat (MRE) assemblers to order directly from the national contracts in lieu of DLA providing the components as Government Furnished Material (GFM). The RNC will establish the component prices, but the assemblers, will order and pay for the material directly. The assemblers will have full control over when to order, how much to order, and have full responsibility for the supply chain and inventory. See FAR 52.216-19 - Order limitations for more information.

Note: The quantities ordered by the Assemblers satisfies the Government's minimum order.

Note: Terms and conditions of the individual RNC Beverage component contract(s) will prevail in the case of a conflict with the MRE contract.

The effective term of the contract will contain five (5) consecutive tiered delivery periods. Each tier will be 365 days in length. The first delivery period will begin upon date of award, unless otherwise specified in the resultant contract.

This solicitation is a Small Business Set-Aside for all line items. The North American Industry Classification System (NAICS) codes under this solicitation for each RNC Beverage component is as follows:

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

<u>Line</u>	<u>Item</u>	<u>NAICS Code</u>	<u>Size Standard (# Employees)</u>
0001	Beverage Base, Sweetened with Non-Nutritive Sweetener, Cranberry Grape	311999	700
0002	Beverage Base, Sweetened with Non-Nutritive Sweetener, Lemonade	311999	700
0003	Beverage Base, Sweetened with Non-Nutritive Sweetener, Orange, Fortified with Ascorbic Acid and Calcium	311999	700
0004	Beverage Base, Sweetened with Non-Nutritive Sweetener, Raspberry	311999	700
0005	Beverage Powder, Carbohydrate, Electrolyte, Grape	311999	700
0006	Beverage Powder, Carbohydrate, Electrolyte, Orange	311999	700
0007	Beverage Powder, Carbohydrate, Fortified with Ascorbic Acid and Enhanced with Maltodextrin, Lemon-Lime	311999	700
0008	Beverage Powder, Carbohydrate, Fortified with Ascorbic Acid and Enhanced with Maltodextrin, Orange	311999	700
0009	Beverage Powder, Carbohydrate, Fortified with Ascorbic Acid and Enhanced with Maltodextrin, Tropical Punch	311999	700
0010	Creamer, Non-Dairy, Dry, Regular	311514	1000
0011	Fruit and Vegetable Blend Juice Smoothie Powder, Tropical Blend	311999	700
0012	Beverage Powder, Carbohydrate, Enhanced with Caffeine, Lemon-Lime	311999	700
0013	Beverage Powder, Carbohydrate, Enhanced with Caffeine, Mixed-Berry	311999	700

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 365th day of Tier 1, and will be the same length of 365 days. The same pattern will follow for Tier 3, Tier 4, and Tier 5. The performance period of the contract will end on the 365th day of Tier 5.

Note: RNC Beverage Component 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

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

This solicitation will result in an Indefinite-Quantity Contract (IQC), as provided in FAR Clause 52.216-22 Indefinite Quantity (DEVIATION 2026-00038) (FEB 2026). 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 also; which may be the same as the minimum or the maximum, or it may be a quantity within the IQC range.

Note: The quantities ordered by the Assemblers satisfies the Government's minimum order.

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 DEVCOM SC, 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 RNC Beverage component 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.** By submitting their Initial PDMs, offerors warrant that product submitted under any resultant contract will confirm 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

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

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,

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

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 DEVCOM SC and their evaluations by DEVCOM SC.

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 PDM's 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 DEVCOM SC 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

106 PDMs of each Beverage component must be submitted as follows:

32 PDMs of each Beverage component must be sent to:

DEPARTMENT OF THE ARMY

FCDD-SCC-EMR ATTN: Jill Bates

U.S. Army Combat Capabilities Development Command - Soldier Center

10 GENERAL GREENE AVENUE

NATICK, MA 01760

4 PDMs of each Beverage component must be sent to:

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

DLA TROOP SUPPORT
700 ROBBINS AVENUE
ATT: BLDG. 6B, SUBSISTENCE MAIL ROOM, DESK 6B084
PHILADELPHIA, PA 19111

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

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 DEVCOM SC 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 DEVCOM SC and to DLA Troop Support.

Evaluation Process for New, Replacement, and Replenishment PDMs

A DEVCOM SC 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.

DEVCOM SC 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

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

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.

DEVCOM SC 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 DEVCOM SC'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**Section C - DESCRIPTION/SPECIFICATIONS****C-1. NSN/ITEM DESCRIPTION****8960-01-631-1103**

BEVERAGE BASE, SWEETENED WITH NON-NUTRITIVE SWEETENER, CRANBERRY GRAPE; 2.2 gm flex pg, CID A-A-20098, PKG&QAP, Type III, Flavor 22, Formulation a, Design D

8960-01-527-8377

BEVERAGE BASE, SWEETENED WITH NON-NUTRITIVE SWEETENER, LEMONADE; 2.2 gm flex pg, CID A-A-20098, PKG&QAP, Type III, Flavor 8, Formulation a, Design D

8960-01-584-8726

BEVERAGE BASE, SWEETENED WITH NON-NUTRITIVE SWEETENER, ORANGE, FORTIFIED WITH ASCORBIC ACID AND CALCIUM; 3 gm flex pg, CID A-A-20098, PKG&QAP, Type III, Flavor 1, Formulation h, Design D

8960-01-527-8378

BEVERAGE BASE, SWEETENED WITH NON-NUTRITIVE SWEETENER, RASPBERRY; 2.2 gm flex pg, CID A-A-20098, PKG&QAP, Type III, Flavor 13, Formulation a, Design D

8960-01-505-4236

BEVERAGE POWDER, CARBOHYDRATE, ELECTROLYTE, GRAPE; 24 gm flex pg, PCR-B-013, Flavor II, Design B

8960-01-505-4240

BEVERAGE POWDER, CARBOHYDRATE, ELECTROLYTE, ORANGE; 24 gm flex pg, PCR-B-013, Flavor IV, Design B

8960-01-523-6346

BEVERAGE POWDER, CARBOHYDRATE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, LEMON-LIME; 34 gm flex pg, PCR-B-055, Formulation a, Flavor 3

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**8960-01-523-6344**

BEVERAGE POWDER, CARBOHYDRATE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, ORANGE; 34 gm flex pg, PCR-B-055, Formulation a, Flavor 4

8960-01-523-6348

BEVERAGE POWDER, CARBOHYDRATE, FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, TROPICAL PUNCH; 34 gm flex pg, PCR-B-055, Formulation a, Flavor 5

8940-00-782-3161

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

8960-01-691-7254

TROPICAL BLEND FRUIT AND VEGETABLE JUICE SMOOTHIE POWDER; 35 gm flex pg, PCR-F-005, Flavor I

8960-01-613-1433

BEVERAGE POWDER, CARBOHYDRATE, ENHANCED WITH CAFFEINE, LEMON-LIME; 25 gm flex pg, PCR-B-055, Formulation c, Flavor 3

8960-01-729-6763

BEVERAGE POWDER, CARBOHYDRATE, ENHANCED WITH CAFFEINE, MIXED BERRY; 25 gm flex pg, PCR-B-055, Formulation c, Flavor 7

C-2. PRIME DOCUMENTS**Prime Documents:**

CID A-A-20043, PKG&QAP Creamer, Non-Dairy, Dry

CID A-A-20098, PKG&QAP Beverage Bases (Powdered)

PCR-B-013 Beverage Powder, Carbohydrate Electrolyte

PCR-B-055 Beverage Powder, Carbohydrate

PCR-F-005 Beverage Powder, Fruit and Vegetable Blend Juice Smoothie

Applicable versions of documents cited here as prime documents including changes are posted at <http://www.dla.mil/TroopSupport/Subsistence/Operationalrations/Frozen.aspx>

C-3. DATE OF PACK:

A. Acceptance will be limited to product processed and packed subsequent to date of award/beginning of any following Tier year.

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

1. The Contractor shall comply with 21 CFR §117 "Current Good Manufacturing Practice, Hazard Analysis,

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

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.

3. **PER- OR POLYFLUOROALKYL SUBSTANCE PROHIBITION.** Any food contact substances that are used to assemble and package MRE components shall not contain per- or polyfluoroalkyl substances.

B. PERFORMANCE, PACKAGING AND QUALITY SPECIFICATIONS

1. 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.

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

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.

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; DLAD 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 Veterinary Services Food Protection Division.

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 Contractor Furnished Material (CFM) and Ration National Contracts (RNC) Operational Ration food components.

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

4. Requests for inspection and Worldwide Directory listing by the U.S. Army Veterinary Services Food Protection Division 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 U.S. Army Veterinary Services Food Protection Division.

5. In addition to the above, all producers of MRE food components shall be listed in the Worldwide Directory as determined by the U.S. Army Veterinary Services Food Protection Division.

D. NUTRITIONAL REQUIREMENTS

1. A nutritional analysis for each product requiring a PDM shall be provided to the U.S. Army Combat Capabilities Development Command (DEVCOM) Soldier Center, Combat Feeding Division for review 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 using a commercial Food Analysis and Labeling Software. The analysis shall be sent electronically to Julie Edwards (julie.a.edwards34.civ@army.mil) at U.S. Army Combat Capabilities Development Command (DEVCOM) Soldier Center, Combat Feeding Division.

a. The software generated food list files shall be provided for a 100 gm portion.

b. The 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:

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

<u>Nutrient</u>	<u>Measurement</u>	<u>Nutrient</u>	<u>Measurement</u>
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 (B2)	milligram	Thiamin (B1)	milligram
Vitamin B6	milligram	Niacin (B3)	milligram
Vitamin C	milligram	Vitamin B12	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 specification is mandatory.

c. Nutrient measurements shall be to the first decimal.

E. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS

1. The "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 stand-alone and 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

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

(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 stand-alone Food Defense Plan (FDP) is required for this DLA Troop Support 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. A copy of the DLA Food Defense Checklist is available online to download at the web address: <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx> or through the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch (DLA Troop Support-FTSB). All areas of concern listed in the DLA Food Defense Checklist must be addressed within the FDP. Points will be deducted for not addressing each element listed in the DLA Troop Support Food Defense Checklist, or by not providing the information requested (e.g., establishment registration information). Submit Food Defense Plans to the applicable DLA Troop Support Contracting Officer. The Quality Audits & Food Defense Branch 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. DLA Troop Support-FTSB will conduct Food Defense Audits/reviews during Compliance Audits and/or other visits to verify the implementation, compliance, and effectiveness of the firm's Food Defense Plan. For each new contract solicitation, a current FDP shall be submitted to the Contracting Officer for evaluation.

NOTE: If more than one facility under direct control of the contractor will be used to produce and/or store product, a separate Food Defense Plan for each facility shall be submitted. A completed DLA Troop Support Food Defense Checklist, by itself, is not a Food Defense Plan but may be included as part of the plan.

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

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.

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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.

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.

2. For all documents that require Salmonella testing, Microbiological Testing, Association of Official Analytical Chemists' Official Method of Analysis 2013.09 (AOAC OMA 2013.09) is authorized.

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

4. The following shall be applied to Section D-1 PACKAGING in PKG&QAP A-A-20043 PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID AA-20043, CREAMER, NON-DAIRY, DRY:

A tear nick, notch or serrations shall be provided on one outside edge or two opposite edges of the packet to facilitate easy opening of the filled and sealed packet. If a tear nick, notch or serrations are missing or do not facilitate easy opening, a Minor 202 defect, under "Table II Filled and sealed packet defects", shall be assigned for each packet not meeting the requirement. The Minor 202 defect description shall be "Tear nick or notch or serrations missing or does not facilitate easy opening".

5. For all documents that require Yeast and Mold testing, a nationally recognized certified laboratory or government laboratory can perform testing using Association of Official Analytical Chemists' Official Method of Analysis 2014.05, Enumeration of Yeast and Mold in Food - 3M Petrifilm Rapid Yeast and Mold Count Plate. The laboratory shall utilize the methods that are fit for purpose for the commodity type.

6. Alternate Method of Test Verification.

a. For those operational ration component's technical data requirements documents (e.g., PCR, MIL-DTL, PKG&QAP) that permit the acceptance of a CoC and/or CoA as an alternate method of end-item test verification, use of a CoC and/or CoA by a contractor as verification of end-item test conformance is permitted in accordance with the conditions as cited in a product's technical data requirements document. However, Government end-item verification testing shall be performed as directed by the Contracting Officer.

7. When a Certificate of Analysis (COA) is offered to the GQAR for component testing, the following, at a minimum, shall be included on the official report:

a. Laboratory Identification

b. Applicant Identification

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

c. Product Identity (name and lot number)

d. Test Identification

e. Test Method

f. Test Results

g. Date Report Issued

h. Name and Signature of Approving Official

8. Following applies to DLA Troop Support Form 3507, Loads, Unit: Preparation of Semipershable Subsistence Items, Apr 2014:

a. 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"

Insert: "ANSI MHI MN1-2016; Part 3, Wood Pallets and Part 9, Wood Pallets for Department of Defense Use"

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

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

Insert "ANSI/ASQ Z1.4 - Sampling Procedures and Tables for Inspection by Attributes"

c. 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."

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

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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 top deck board and stringer (length) dimensions.”

9. Ground and Tree Nuts as Ingredients-

Ground nuts, tree nuts, and their products, are prohibited as a component ingredient unless explicitly required by the product specification or approved by the contracting officer.

SECTION I - CONTRACT CLAUSES

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.240-7997 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS DEVIATION 2026-O0025 (FEB 2026) DFARS

52.210-1 MARKET RESEARCH (DEVIATION 2026-O0038) (FEB 2026)

52.211-5 MATERIAL REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS - NOTICE AND REPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.233-1 DISPUTES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.233-3 PROTEST AFTER AWARD (DEVIATION 2026-O0038) (FEB 2026) FAR

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION 2026-O0038) (FEB 2026) FAR

52.243-1 CHANGES—FIXED-PRICE (DEVIATION 2026-O0038) (FEB 2026) FAR